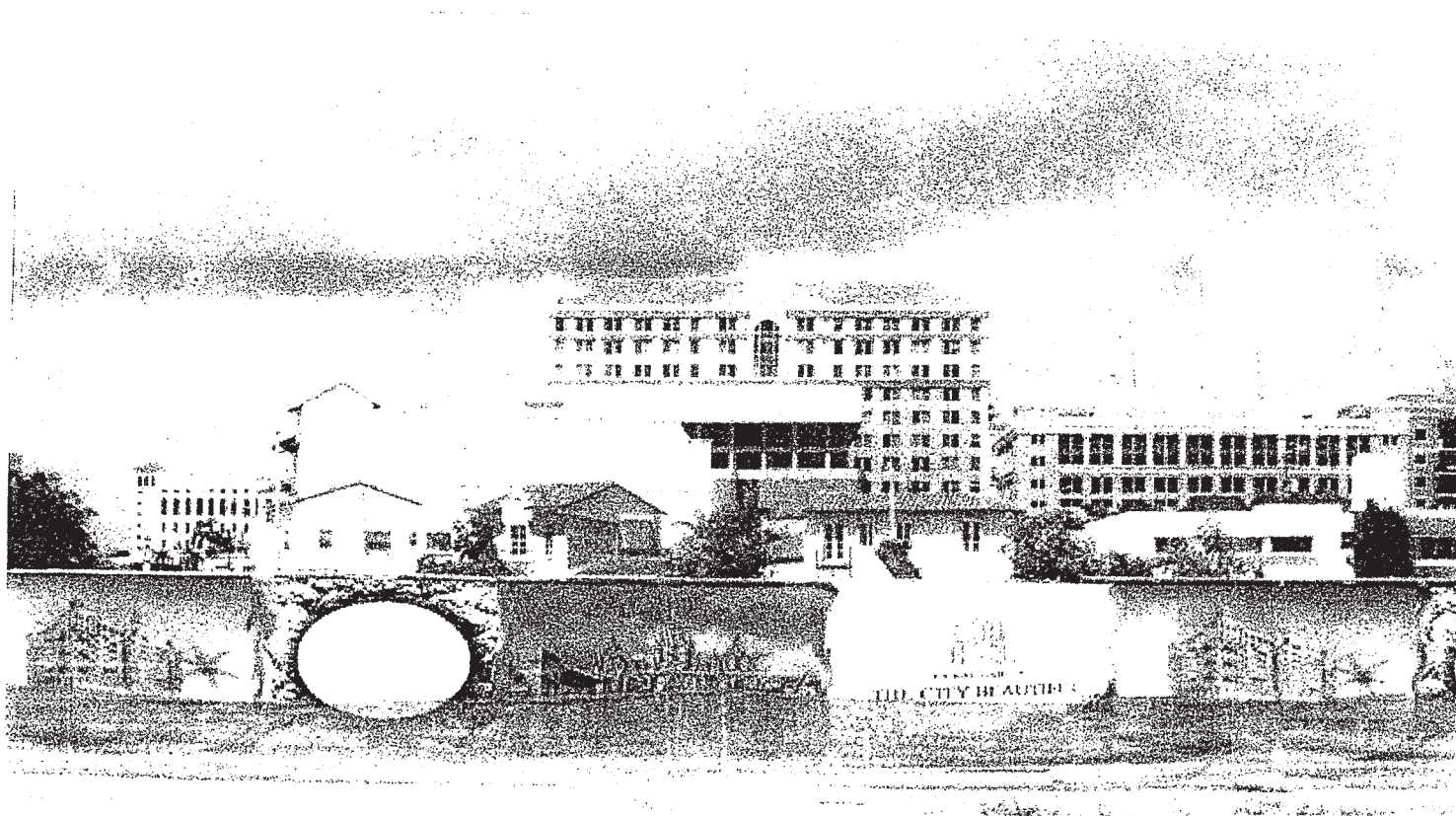


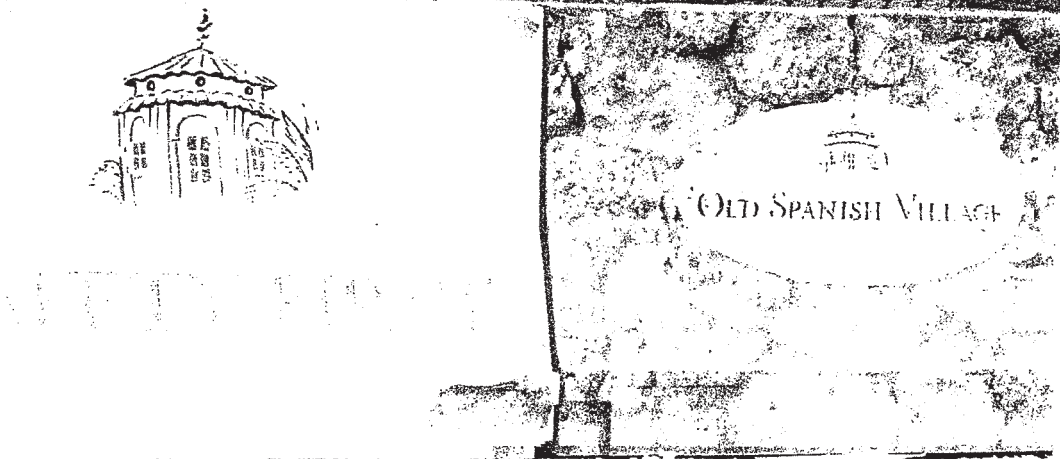
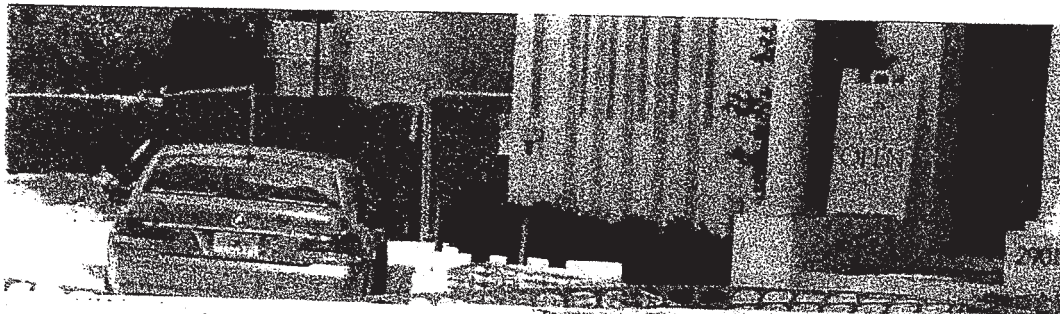
CORAL GABLES

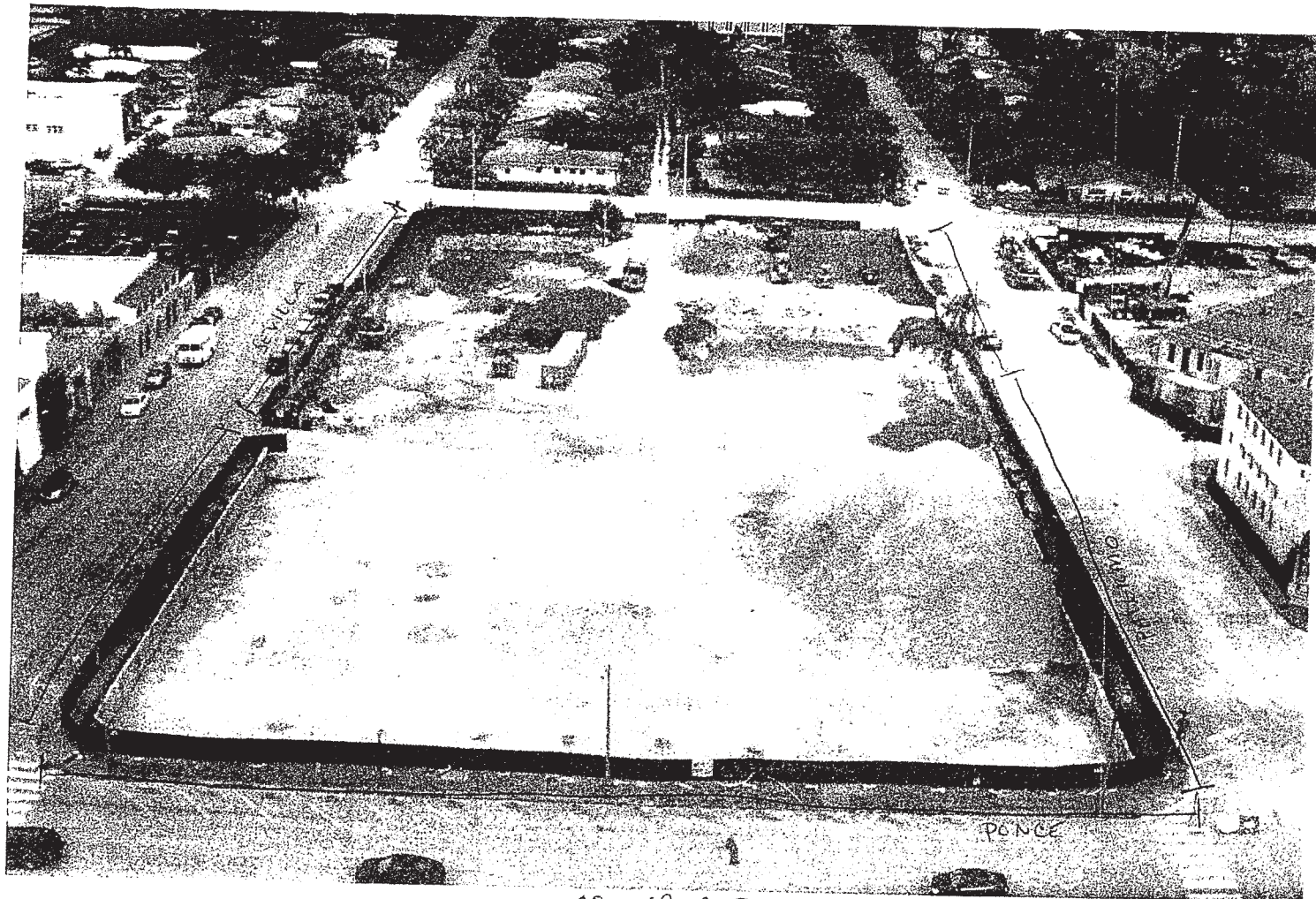
THE CITY BEAUTIFUL



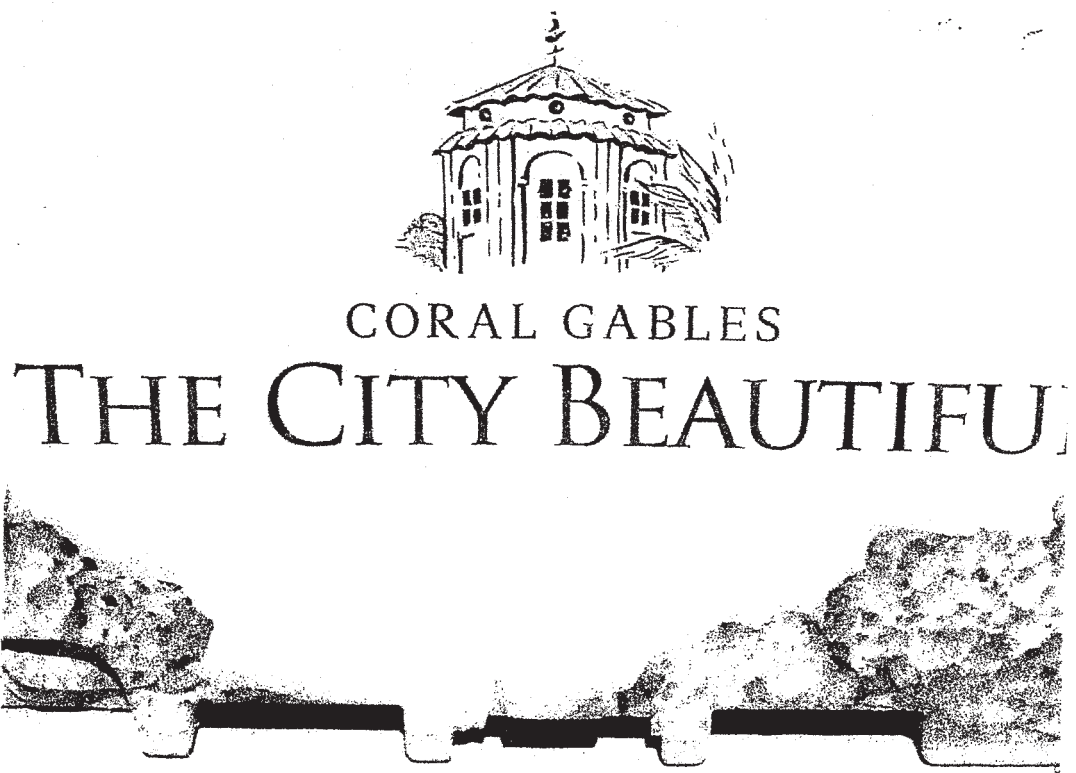
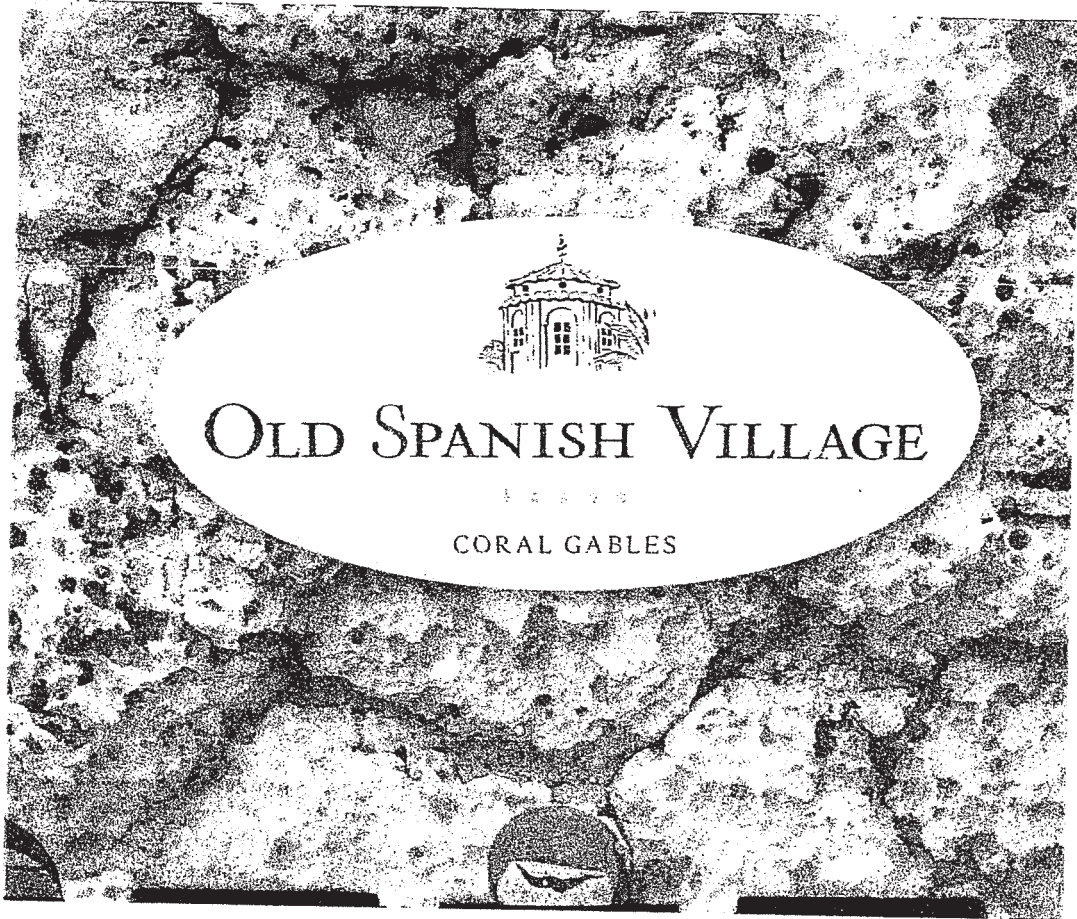


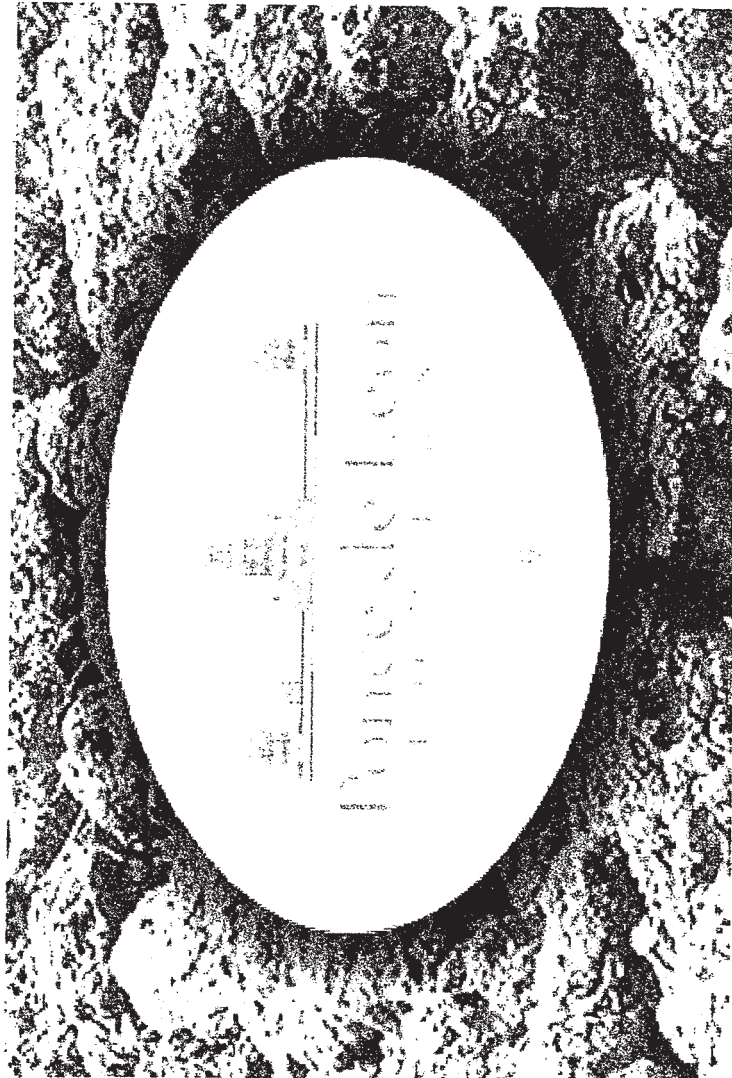
OLD SPANISH VILLAGE — AS YOU CAN SEE IN
THE PREVIOUS PICTURES, WE HAVE DESIGNED OUR FENCE-
IMAGES TO COMPLEMENT OLD SPANISH VILLAGE'S.

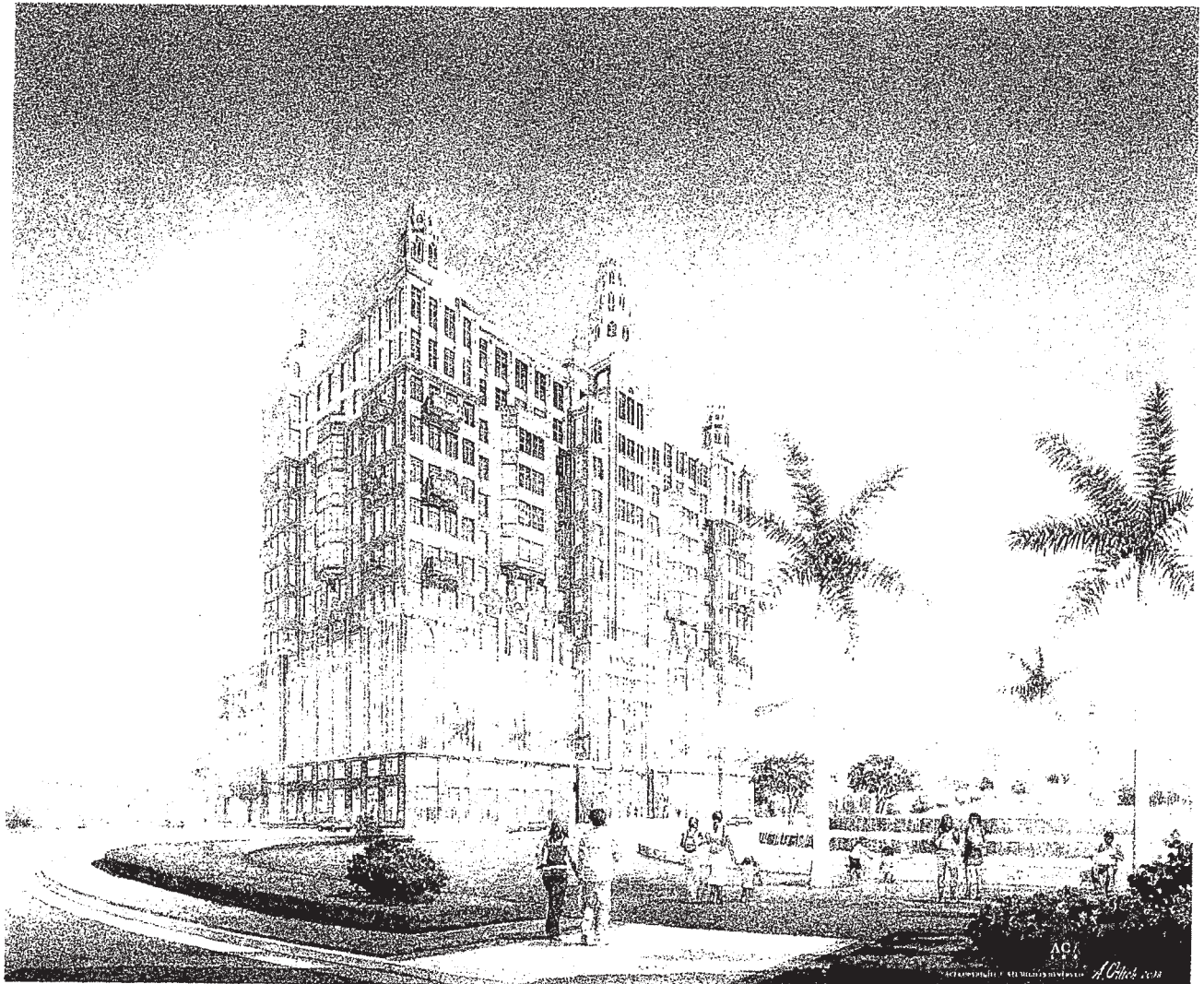


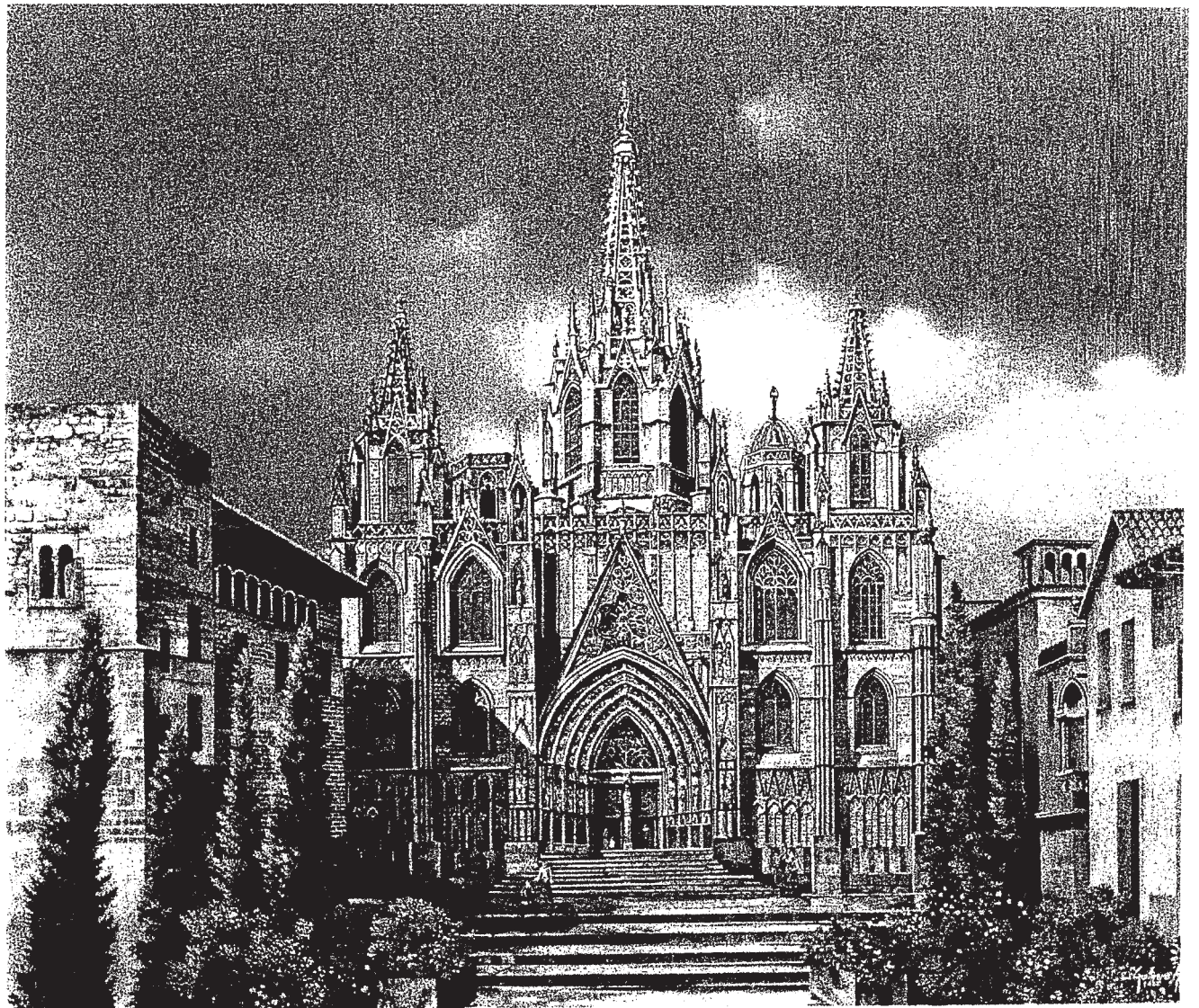


2801 PONCE DE LEON BLVD.









- LEGEND:**
- A/C Anchoring
 - ANCH Asphalt
 - AWT Asphalt Driveway
 - B/L Base Line
 - B/M Bench Mark
 - C/L Centerline
 - C/A Central Angle of Curve
 - CONC Concrete
 - CONC Concrete Culvert
 - CULV Culvert
 - C/W Chicken Wire Fence
 - DC Deep Cut
 - DH Drill Hole
 - D/W Deco Wall
 - EDW Edge of Water
 - F.F.E Floor Floor Elevation
 - FAR Floor Area Ratio
 - FND Found
 - GR Guard Rail
 - GRD Gravel
 - I/I Iron Pipe
 - I/I Iron Pipe
 - L/C Length of Curve
 - M/M Measured
 - M/L Measurement Line
 - N/D Not a Disc
 - O.R.B Official Record Book
 - PC Point of Curvature
 - PF Plastic Fence
 - PG Page
 - PI Point of Intersection
 - PS Parking Spaces
 - PT Point of Tangent
 - P/B Plot Book
 - P/B Point of Beginning
 - P/C Point of Commence
 - POT Point of Terminus
 - PORT Port
 - R/R Right-of-Way
 - R/R Right-of-Way
 - S/S Set Nail
 - SWK Sidewalk
 - SF Square Feet
 - T/B Top of Bank
 - T/C Top of Curve
 - TYP Typical
 - U/E Utility Easement
 - WF Wood Fence
 - Tree
 - Valve Unknown
 - Water Meter
 - Water Valve
 - Wood Power Pole
 - Underground Sewer Line
 - Underground Telephone Line
 - Underground Water Line
 - Back Flow Preventer
 - Ball South Utility Box
 - Bus Stop
 - Caliche Basin
 - Clean Out
 - Concrete Light Pole
 - Concrete Power Pole
 - Concrete Traffic Signal Pole
 - Drain
 - Drainage Manhole
 - Electric Box
 - Electric Manhole
 - Electric Meter
 - Flow Arrow
 - FPL Box
 - Fire Hydrant
 - Gas Meter
 - Gas Valve
 - GPS Point
 - Grease Manhole
 - Guard Post
 - Handicap
 - Hedges
 - Drainage Inlet
 - Irrigation Control Valve
 - Irrigation Valve
 - Light Meter
 - Light Pole
 - Mail Box
 - Manhole Unknown
 - Metal Light Pole
 - Metal Power Pole
 - Metal Traffic Signal Pole
 - Monitoring Well
 - Overhead Cable
 - P.C.H. (Permanent Control Point)
 - P.M. (Permanent Reference Monument)
 - Pole
 - Reduction Signal Control Box
 - Phone Manhole
 - Plastic Light Pole
 - Post Indicator Valve
 - Rail Road Control Utility Box
 - Sanitary Pump
 - Sanitary Sewer Manhole
 - Sewer Valve
 - Storm Sewer Manhole
 - Street Sign
 - T.V. Box
 - Telephone Box
 - Traffic Meter
 - Traffic Pole
 - Traffic Signal Control Box
 - Transformer
 - Underground Cable TV Line
 - Underground Electrical Line
 - Underground Gas Line

PREPARED BY:
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. FA-CC-07007
REVISED NOVEMBER 3, 2007

SCHEDULE B-II

9. Easements contained in Deed recorded April 25, 1924, in Deed Book 506, Page 37; covenant, condition or restriction indicating a preference, religion, sex, handicap, familial status, or national origin violate 42 USC 3604(c). Said easements were further:

a. Easements to South Atlantic Telephone and Telegraph Company recorded April 25, 1924, in Deed Book 506, Page 37;

b. Easements to Utilities Land Company recorded April 25, 1924, in Deed Book 506, Page 37;

c. Easements to Utilities Land Company recorded April 25, 1924, in Deed Book 506, Page 37;

10. Reservations and restrictions as to that portion of Coral Gables, as amended by Ordinance No. 1783, 20, "CORAL GABLES CRAFTS SECTION" a copies of said recorded in Official Records Book 6767, Page 539, (L)

11. Terms and conditions of that lease referenced in Official Records Book 21503, Page 4318 (AFFECT THE PROPERTY)

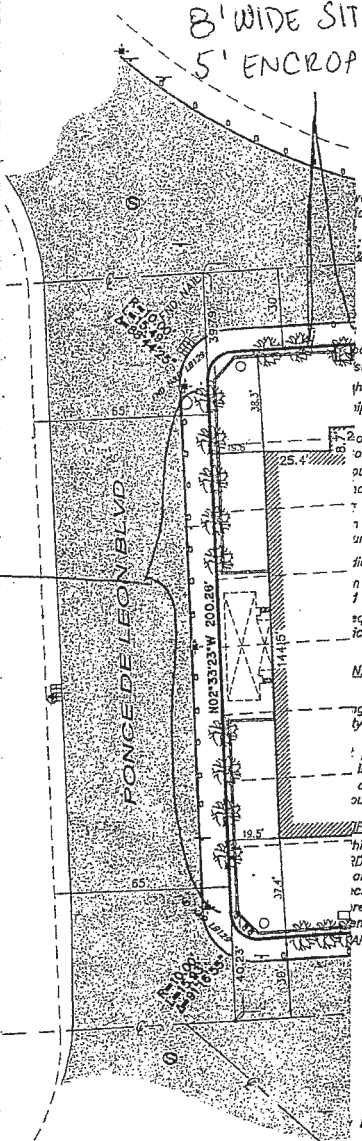
12. Declaration of Restrictive Covenants filed April 3, 1927 (AFFECT THE PROPERTY)

13. Agreement for Water Facilities between Miami-Dade County and the City of Coral Gables, dated June 18, 2007 in Official Records Book 25712, Page 2577 (AFFECT THE PROPERTY)

ALL IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY



LOCATION SKETCH
A PORTION OF SECTION 17, TOWNSHIP 54
SOUTH, RANGE 41 EAST, MIAMI-DADE
COUNTY, FLORIDA
SCALE: 1"= 500'



Surveyors, LLC;
Professional Association;
Insurance Company;
Stearns, Weaver, Miller,
& Siffertson, P.A.

of record reflecting easements, right of way, and or ownership were furnished to this

based on an assumed value of S86°11'02"W along the centerline of PALERMO AVE.

ht-of-Way abutting this property are physically open unless otherwise noted.

ip, if any, was established by visual means only, but legal ownership has not been

2 or Pin with cap #1012 (18" in length by 0.2 square inches, minimum) at all corners

and the signatures and the original raised seal of a Florida licensed surveyor and mapper.

nd installations or improvements have been located.

any reflected in the legend and on the survey have been enlarged for clarity. The

plotted at the center of the field location and may not represent the actual size or

did not inspect the property for environmental hazards or jurisdictional wetlands.

n depicted on this map represents the results of the survey on the date indicated and can

t as indicating the general conditions existing at that time.

sequent changes and interpretations of zoning ordinances it is the owner's responsibility to

otions before construction.

N;

inclusive and Lots 30 through 36, inclusive, all in Block 20, "CORAL GABLES CRAFTS

ing to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of

by, Florida.

portion of the North-South alley and the portion of the East-West alley which lies West of

line of Lots 30 and 7 projected North and South respectively, Block 20, "CORAL GABLES

according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records

ounty, Florida.

IFICATE:

this map or plat and the survey on which it is based were made in accordance with

IDS DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," jointly established and

and ACSM in 2005. Pursuant to the Accuracy Standards as adopted by ALTA/ NSPS and

ret on the date of this certification, undersigned further certifies that the survey

ere made in accordance with the "Minimum Angle, Distance, and Closure Requirements for

ents which control Land Boundaries for ALTA/ACSM Land Title Surveys".

ANGE CONSULTING ENGINEERS INC. LB1012

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

Date: 07-16-2007

NO.	DATE	REVISIONS
1	10-22-07	CHANGE NAME ON CERTIFICATION
2	11-21-07	CHANGE COMMITMENT AND CERTIFICATION
3	10-23-08	REVISED SURVEY
BY	APP	

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

THE ALLEN MORRIS COMPANY MIAMI-DADE COUNTY, FLORIDA

OLD SPANISH VILLAGE

PROJ. NO: 2007 25
DESIGNED: <i>[Signature]</i>
DRAWN: AJ
CHECKED: AS
SCALE: AS NOTED
DATE: 07-16-2007
SHEET: 1
OF 1 SHEET

RANGE
MYLON
FENCE
LONG
PONCE
SIDE

1-7-09
[Signature]



COMMERCIAL



RESIDENTIAL

**GENERAL ENCROACHMENT AND
RESTRICTIVE COVENANT AGREEMENT**

THIS AGREEMENT is made and entered this ____ day of _____, 2015, by and between AGAVE PONCE, LLC, whose mailing address is 2601 S. Bayshore Drive, Suite 1215, Miami, Florida, hereinafter referred to as "OWNER" and the City of Coral Gables, a Florida municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, the OWNER is the fee simple owner of certain real property located within the limits of the City of Coral Gables, Miami-Dade County, Florida, located at 2801 – 2901 – 3001 Ponce de Leon Boulevard, Coral Gables, Florida (the "Property"), and more particularly described as follows:

Parcel 1: Lots 8 through 13, inclusive and Lots 26 through 29, inclusive, all in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 2: All of the North-South Alley, which extends from Sevilla Avenue to Palermo Avenue, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida; AND

All that part of the East-West Alley in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof; as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, which lies west of a line 20 feet West of and parallel to the East lines extended Lots 10 and 27, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida; LESS

That portion of the North-South alley and the portion of the East-West alley which lies West of the East property line of Lots 30 and 7 projected North and South respectively, Book 20, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 3: Lots 14 through 25, inclusive, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 10: Lot 45, Block 31, of CRAFTS SECTION OF CORAL GABLES, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 12: Lots 12 and 13, in Block 33, of CORAL GABLES CRAFTS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 14: Lots 1, 2, 3, 16, 17, 18 and 19, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida; AND TRACTS A, B and C of CATAMAL CORNER, according to the plat thereof as recorded in Plat Book 102, Page 69 of the Public Records of Miami-Dade County, Florida; AND Lots 6 and 7, less the northeasterly 107.5 ft. thereof, Block 30, of CORAL

GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 15: INTENTIONALLY DELETED (Partial Release recorded in O.R. Book 27291, Page 2036)

Parcel 16: Lots 14 and 15 and the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 17: Lots 12 and 13, less the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 18: Lots 10 and 11, in Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 19: Northeasterly 107.5 feet of Lots 6 and 7, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 20: Lots 8 and 9, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida; Together With:

All of the lands as contained in that certain record plat of "PONCE PLACE VILLAS EAST," according to the Plat thereof, as recorded in Plat Book 168 at Page 42, of the Public Records of Miami-Dade County, Florida; Together With:

All that portion of the East-West Alley in Block 20, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida, which lies East of a line 20 feet West of and parallel to the East lines extended Lots 10 and 27, in Block 20, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida; AND

Lots 1 through 7, inclusive, and Lots 30 through 36, all in Block 20, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida; Together With:

That portion of North-South alley and the portion of East-West alley which lies West of the East property line Lots 30 and 7 projected North and South respectively, Block 20, "CORAL GABLES CRAFTS SECTION," according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

WHEREAS, the Property is located adjacent to certain CITY right-of-way, sidewalk, swale, alley or other such right-of-way; and

WHEREAS, OWNER desires to encroach into and over the CITY's right-of-way, sidewalk, swale or alley or other such right-of-way by: (please place an X next to the type of encroachment):

<u> X </u>	special driveway approach(es) Type: _____
<u> X </u>	sign(s).
<u> X </u>	canvas canopy(ies) or awning(s).
<u> X </u>	landscaping.
<u> X </u>	irrigation system.

_____ tables, chairs, umbrellas, heaters (please describe the item you will be placing and the day(s) of week and hour(s) of day: _____

 X electrical (please describe): Decorative street lights and poles; landscape lighting.

 X other encroachments (please describe): Pedestrian and driving land bridges over Palermo Avenue and Coconut Grove drive at a height of approximately " " .

(collectively, the "Encroachments") in the CITY's right-of-way, sidewalk, swale area, or other such right-of-way as further described and depicted on the Encroachment Plan, attached and incorporated herein as **Exhibit "A"**; and

WHEREAS, the CITY is willing to allow OWNER to encroach upon CITY's right-of-way, sidewalk, swale area, or other such right-of-way without prejudice to the CITY's right to have the Encroachments removed at the OWNER's expense; and

WHEREAS, OWNER understands that at any time the CITY may require OWNER to remove the non-structural Encroachments from the right-of-way, sidewalk, swale area or other such right-of-way.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and as further consideration for the CITY's approval to encroach upon its right-of-way, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The foregoing Recitals are true and correct and incorporated herein as if repeated in their entirety.
2. The CITY hereby grants permission for the OWNER to encroach within the CITY's right-of-way, sidewalk, swale area, or other such rights-of-way with said Encroachments to be in accordance with the approved Encroachment Plan, attached as **Exhibit "A"**.
3. To the fullest extent permitted by laws and regulations, OWNER hereby agrees to defend, indemnify, and hold harmless the CITY and its commissioners, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the installation and/or maintenance of the encroachment and caused, in whole or in part, by any willful, intentional, reckless, or negligent act or omission of the OWNER, any sub consultant, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
4. In any and all claims against the CITY or any of its consultant, agents, or employees by any employee of OWNER, any sub consultant, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable

by or for OWNER or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law. This indemnification provision shall survive the termination of any CITY permit or agreement with the CITY, however terminate. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity of Section 768.27, Florida Statutes. Inclusive in this indemnity agreement is the agreement to fully indemnify Coral Gables from any claims or actions alleged to have been caused by the CITY's acts or omissions. OWNER shall maintain insurance, which will provide for the indemnity provision provided herein.

5. OWNER shall, at all times and at its own expense, maintain the right-of-way areas encroached upon (including any and all public amenities and improvements which may be constructed thereon from time to time) in good condition and in safe, clean, and attractive manner and in accordance with City standards and specifications. After any landscape or other installation within the right-of-way area or any subsequent repairs and or maintenance thereof, the OWNER shall restore the surface of the right-of-way area within a reasonable time after the installation, repair, or maintenance activity.
6. The OWNER shall obtain, for the purposes of this Agreement, insurance policies, naming the CITY as an additional insured on a primary and non-contributory basis that will comply with the current version of the CITY Insurance Requirements for Encroachment & Restrictive Covenant Agreements and the above described property OWNER will evidence this insurance to the Risk Management Division of the CITY pursuant to the instructions included within the said insurance requirements. Evidence of insurance will not be approved unless all of the requirements have been met to the satisfaction of the Risk Management Division.
7. That all individuals signing this Agreement have the legal authority to enter into this Hold Harmless and Indemnification agreement.
8. As further part of this Agreement, it is hereby understood and agreed that any official inspector of the City of Coral Gables, or its agents duly authorized, may have the privilege at any time during normal working hours to enter and inspect the premises to determine whether the requirements of the Building and Zoning regulations and the conditions herein agreed to are complied with.
9. This Agreement shall be recorded, at the OWNER's expense, and shall inure to the benefit of and be binding upon the respective successors, heirs, executors, administrators, representatives and assigns of the OWNER, and upon all persons acquiring an interest thereunder and shall be a restrictive covenant concerning the use, enjoyment and title to the above property and shall constitute a covenant running with the land.
10. In the event the terms of this Agreement are not being complied with, in addition to other remedies available, the CITY is hereby authorized to withhold any further permits, and

refuse to make any inspections or grant any approvals, until such time as there is compliance with this Agreement.

11. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations or policies of Miami-Dade County or the CITY now in effect and those hereinafter adopted.
12. The location for settlement of any claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Miami-Dade County, Florida.
13. OWNER agrees that he/she shall be liable for reasonable attorney's fees incurred by CITY, if CITY is required to take any actions, through litigation or otherwise, to enforce this Agreement.
14. CITY shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this Agreement, as well as recovery of any and all costs and expenses sustained or incurred by CITY in obtaining such an injunction including, without limitation, reasonable attorney's fees.
15. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing.
16. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

The effective date of this Agreement is the date it is approved as to form and legal sufficiency by the City Attorney's office.

[SIGNATURE PAGES TO FOLLOW]

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

As to OWNER:

AGAVE PONCE, LLC, a Florida limited liability company

_____ (sign)

ATTEST:

By: _____ (sign)
Print Name: _____

By: _____ (sign)
Print Name: _____

STATE OF FLORIDA)
) **ss.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, in the year _____, by _____ as _____ of AGAVE PONCE, LLC, who has taken an oath and is personally known to me or has produced _____ as identification.

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

Craig E. Leen, City Attorney

Bridgette N. Thornton, Deputy City Attorney

EXHIBIT “A”

MEDITERRANEAN VILLAGE
 at Ponce Circle

CLIENT: **THE ARCADIS COMPANY**
 PROJECT: **MEDITERRANEAN VILLAGE**
 DATE: **01/11/2011**

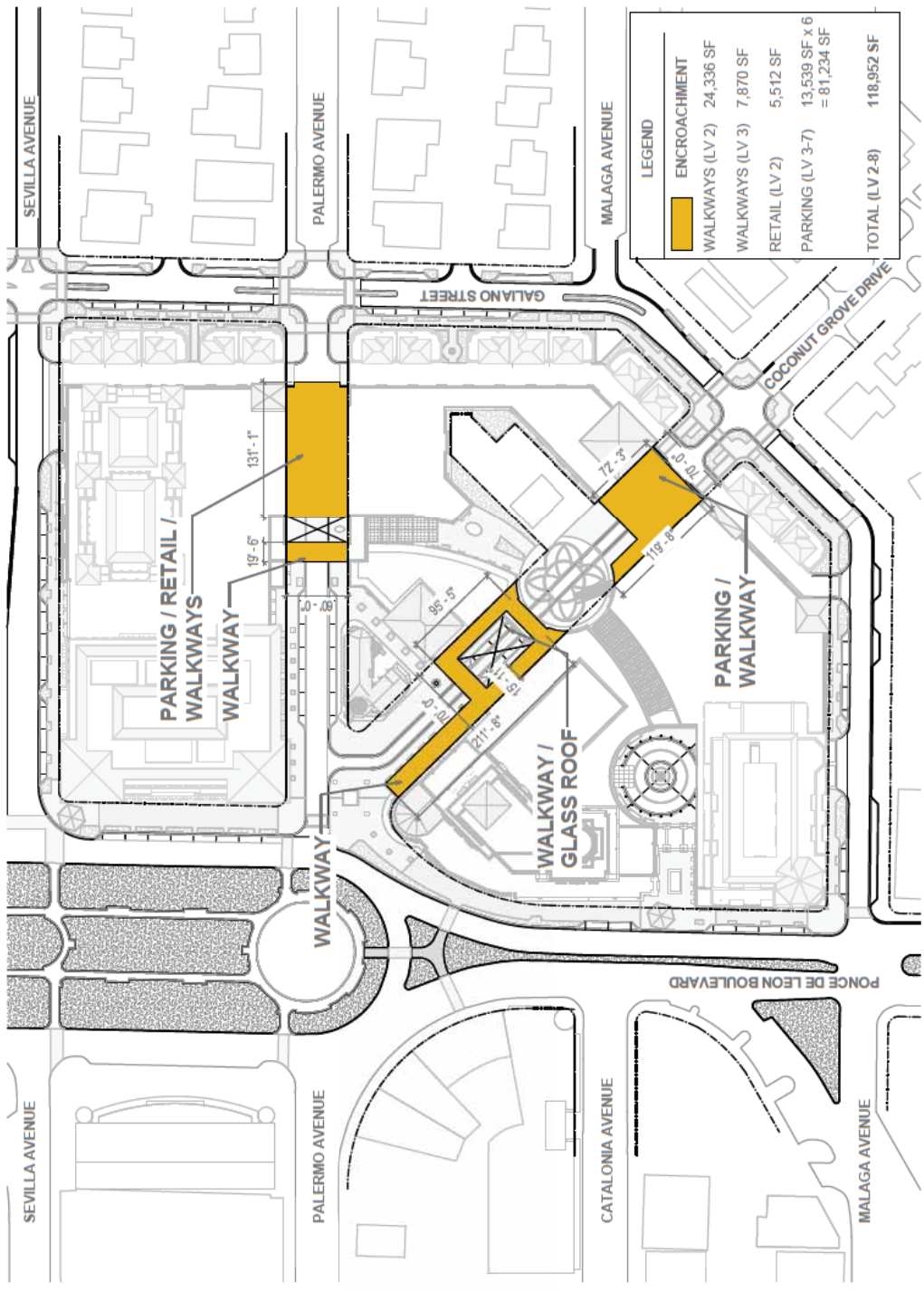
NO.	DESCRIPTION	AREA (SF)
1	ENCROACHMENT	
2	WALKWAYS (LV 2)	24,336 SF
3	WALKWAYS (LV 3)	7,870 SF
4	RETAIL (LV 2)	5,512 SF
5	PARKING (LV 3-7)	13,539 SF x 6
		= 81,234 SF
6	TOTAL (LV 2-8)	118,952 SF



ENCROACHMENT
 DIAGRAM

A-0.13.2

NOTE:
 FINAL LOCATIONS
 AND LEGALS TO BE
 DETERMINED AT
 TIME OF LATER
 APPROVAL OF
 ENCROACHMENT
 AGREEMENT



ENCROACHMENT DIAGRAM

MEDITERRANEAN VILLAGE **at Ponce Circle**

CLIENT
 MEDIAN HOLDINGS LLC
 1000 N. GARDEN STREET, SUITE 200
 AUSTIN, TEXAS 78701

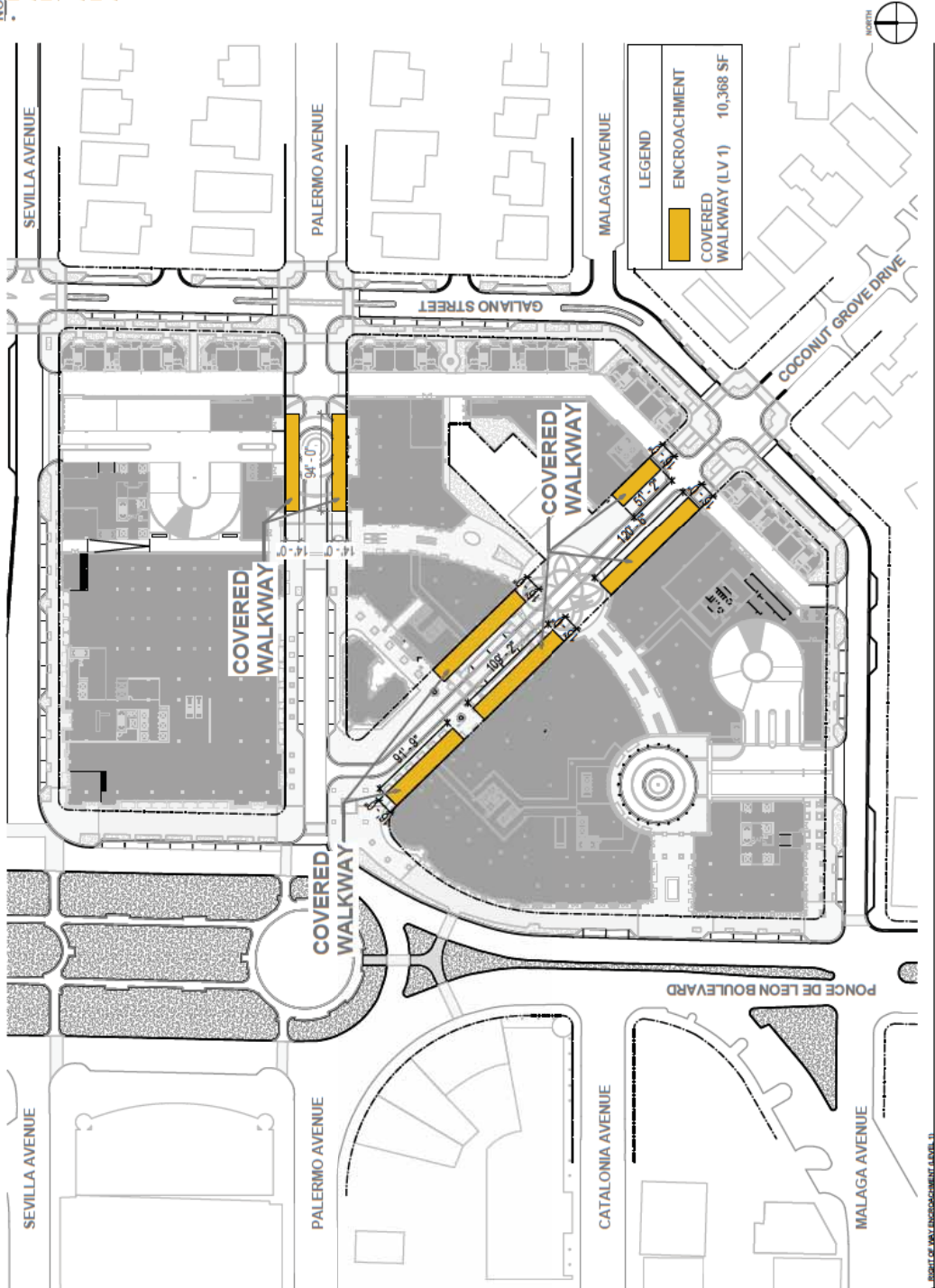
NO.	DATE	DESCRIPTION
1	01/11/17	ISSUED FOR PERMIT
2	02/01/17	REVISED FOR COMMENTS
3	02/01/17	REVISED FOR COMMENTS
4	02/01/17	REVISED FOR COMMENTS
5	02/01/17	REVISED FOR COMMENTS
6	02/01/17	REVISED FOR COMMENTS
7	02/01/17	REVISED FOR COMMENTS
8	02/01/17	REVISED FOR COMMENTS
9	02/01/17	REVISED FOR COMMENTS
10	02/01/17	REVISED FOR COMMENTS
11	02/01/17	REVISED FOR COMMENTS
12	02/01/17	REVISED FOR COMMENTS
13	02/01/17	REVISED FOR COMMENTS
14	02/01/17	REVISED FOR COMMENTS
15	02/01/17	REVISED FOR COMMENTS
16	02/01/17	REVISED FOR COMMENTS
17	02/01/17	REVISED FOR COMMENTS
18	02/01/17	REVISED FOR COMMENTS
19	02/01/17	REVISED FOR COMMENTS
20	02/01/17	REVISED FOR COMMENTS



ENCROACHMENT
 DIAGRAM

A-0.13.1

NOTE:
 FINAL LOCATIONS
 AND LEGALS TO BE
 DETERMINED AT
 TIME OF LATER
 APPROVAL OF
 ENCROACHMENT
 AGREEMENT



ENCROACHMENT AREA 11

**BELOW GRADE ENCROACHMENT AND UTILITIES MAINTENANCE
RESTRICTIVE COVENANT AGREEMENT**

THIS AGREEMENT is made and entered this ____ day of _____, 2015, by and between AGAVE PONCE, LLC, whose mailing address is 2601 S. Bayshore Drive, Suite 1215, Miami, Florida, hereinafter referred to as "OWNER" and the City of Coral Gables, a Florida municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, the OWNER is the fee simple owner of certain real property located within the limits of the City of Coral Gables, Miami-Dade County, Florida, located at 2801 – 2901 – 3001 Ponce de Leon Boulevard, Coral Gables, Florida (the "Property"), and more particularly described as follows:

Parcel 1: Lots 8 through 13, inclusive and Lots 26 through 29, inclusive, all in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 2: All of the North-South Alley, which extends from Sevilla Avenue to Palermo Avenue, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida; AND

All that part of the East-West Alley in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, which lies west of a line 20 feet West of and parallel to the East lines extended Lots 10 and 27, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida; LESS

That portion of the North-South alley and the portion of the East-West alley which lies West of the East property line of Lots 30 and 7 projected North and South respectively, Book 20, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 3: Lots 14 through 25, inclusive, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 10: Lot 45, Block 31, of CRAFTS SECTION OF CORAL GABLES, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 12: Lots 12 and 13, in Block 33, of CORAL GABLES CRAFTS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 14: Lots 1, 2, 3, 16, 17, 18 and 19, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida; AND TRACTS A, B and C of CATAMAL CORNER, according to the plat thereof as recorded in Plat Book 102, Page 69 of the Public Records of Miami-Dade County, Florida; AND Lots 6 and 7, less the northeasterly 107.5 ft. thereof, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 15: INTENTIONALLY DELETED (Partial Release recorded in O.R. Book 27291, Page 2036)

Parcel 16: Lots 14 and 15 and the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 17: Lots 12 and 13, less the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 18: Lots 10 and 11, in Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 19: Northeasterly 107.5 feet of Lots 6 and 7, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 20: Lots 8 and 9, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida; Together With:

All of the lands as contained in that certain record plat of "PONCE PLACE VILLAS EAST," according to the Plat thereof, as recorded in Plat Book 168 at Page 42, of the Public Records of Miami-Dade County, Florida; Together With:

All that portion of the East-West Alley in Block 20, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida, which lies East of a line 20 feet West of and parallel to the East lines extended Lots 10 and 27, in Block 20, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida; AND

Lots 1 through 7, inclusive, and Lots 30 through 36, all in Block 20, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida; Together With:

That portion of North-South alley and the portion of East-West alley which lies West of the East property line Lots 30 and 7 projected North and South respectively, Block 20, "CORAL GABLES CRAFTS SECTION," according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

WHEREAS, the Property is located adjacent to certain CITY right-of-way, sidewalk, swale, alley or other such right-of-way; and

WHEREAS, OWNER desires to encroach under the CITY's right-of-way, sidewalk, swale or alley or other such right-of-way by:

Construction of underground parking garages which will span the entire width of Palermo Avenue and Coconut Grove Drive

(collectively, the "Encroachments") as further described and depicted on the Encroachment Plan, attached and incorporated herein as **Exhibit "A"**; and

WHEREAS, the CITY is willing to allow OWNER to encroach under the CITY's right-of-way, sidewalk, swale area, or other such right-of-way as long as OWNER agrees to assume

certain obligation regarding the proper maintenance of these rights of way and the utilities which are presently or will, in the future, be located under these rights of way.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and as further consideration for the CITY's approval to encroach upon its right-of-way, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The foregoing Recitals are true and correct and incorporated herein as if repeated in their entirety.
2. The CITY hereby grants permission for the OWNER to encroach under the CITY's right-of-way, sidewalk, swale area, or other such rights-of-way with said Encroachments to be in accordance with the approved Encroachment Plan, attached as **Exhibit "A"**.
3. OWNER agrees to maintain the parking areas under City rights of way in compliance with the engineering report attached hereto as **Exhibit "B"** so as to ensure the proper maintenance and safety of the surface roadways above.
4. OWNER agrees to properly maintain and repair any and all utilities, including but not limited to water, sewer, electrical, cable, and telephone lines, located under the rights of way being encroached upon regardless of whether said utility lines are providing service to OWNER'S property or another property owner. In the event that OWNER is failing to maintain said utility lines in proper order, CITY reserves the right to enter upon OWNER'S property to do the necessary work to properly maintain said utility lines and to charge the rest of such work to OWNER. If the rest of work is not paid within 30 days of initial notice to OWNER, the CITY may lien the property for the amount owed.
5. To the fullest extent permitted by laws and regulations, OWNER hereby agrees to defend, indemnify, and hold harmless the CITY and its commissioners, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the installation and/or maintenance of the encroachment and caused, in whole or in part, by any willful, intentional, reckless, or negligent act or omission of the OWNER, any sub consultant, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
6. In any and all claims against the CITY or any of its consultant, agents, or employees by any employee of OWNER, any sub consultant, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for OWNER or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other

source of law. This indemnification provision shall survive the termination of any CITY permit or agreement with the CITY, however terminate. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity of Section 768.27, Florida Statutes. Inclusive in this indemnity agreement is the agreement to fully indemnify Coral Gables from any claims or actions alleged to have been caused by the CITY's acts or omissions. OWNER shall maintain insurance, which will provide for the indemnity provision provided herein.

7. OWNER shall, at all times and at its own expense, maintain the right-of-way areas encroached upon (including any and all public amenities and improvements which may be constructed thereon from time to time) in good condition and in safe, clean, and attractive manner and in accordance with City standards and specifications.
8. The OWNER shall obtain, for the purposes of this Agreement, insurance policies, naming the CITY as an additional insured on a primary and non-contributory basis that will comply with the current version of the CITY Insurance Requirements for Encroachment & Restrictive Covenant Agreements and the above described property OWNER will evidence this insurance to the Risk Management Division of the CITY pursuant to the instructions included within the said insurance requirements. Evidence of insurance will not be approved unless all of the requirements have been met to the satisfaction of the Risk Management Division.
9. That all individuals signing this Agreement have the legal authority to enter into this Hold Harmless and Indemnification agreement.
10. As further part of this Agreement, it is hereby understood and agreed that any official inspector of the City of Coral Gables, or its agents duly authorized, may have the privilege at any time during normal working hours to enter and inspect the premises to determine whether the requirements of the Building and Zoning regulations and the conditions herein agreed to are complied with.
11. This Agreement shall be recorded, at the OWNER's expense, and shall inure to the benefit of and be binding upon the respective successors, heirs, executors, administrators, representatives and assigns of the OWNER, and upon all persons acquiring an interest thereunder and shall be a restrictive covenant concerning the use, enjoyment and title to the above property and shall constitute a covenant running with the land.
12. In the event the terms of this Agreement are not being complied with, in addition to other remedies available, the CITY is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as there is compliance with this Agreement.
13. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations or policies of Miami-Dade County or the CITY now in effect and those hereinafter adopted.

14. The location for settlement of any claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Miami-Dade County, Florida.
15. OWNER agrees that he/she shall be liable for reasonable attorney's fees incurred by CITY, if CITY is required to take any actions, through litigation or otherwise, to enforce this Agreement.
16. CITY shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this Agreement, as well as recovery of any and all costs and expenses sustained or incurred by CITY in obtaining such an injunction including, without limitation, reasonable attorney's fees.
17. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing.
18. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

The effective date of this Agreement is the date it is approved as to form and legal sufficiency by the City Attorney's office.

[SIGNATURE PAGES TO FOLLOW]

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

As to OWNER:

AGAVE PONCE, LLC, a Florida limited liability company

_____(sign)

ATTEST:

By: _____(sign)
Print Name: _____

By: _____(sign)
Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, in the year _____, by _____ as _____ of AGAVE PONCE, LLC, who has taken an oath and is personally known to me or has produced _____ as identification.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Craig E. Leen, City Attorney

Bridgette N. Thornton, Deputy City Attorney

EXHIBIT “A”

EXHIBIT “B”

15150 N.W. 79th Court, Suite 200 Miami Lakes, FL 33016 T: 786-264-7200 F: 786-264-7201

To: Josh Bailey, AIA, RA, NCARB (RTKL)

From: Leonardo Rodriguez, P.E.

Info: Sarah Amritt and Eric Schwarz (Langan)

Date: December 22, 2014 (revised January 8, 2015)

Re: Mediterranean Village at Ponce Circle
Project Maintenance Memorandum
City of Coral Gables, Florida
Langan Project No.: 300129101

The purpose of this memorandum is to identify in general terms the basic maintenance that will be provided by the Developer for the Mediterranean Village at Ponce Circle.

The Developer is making a large investment to develop the Mediterranean Village at Ponce Circle and as such has a vested interest in maintaining the project aesthetically and structurally in sound condition. There are three elements to this project that require long term maintenance. The first one is the at-grade roadway and streetscape features, the second one is the structural component of the project which is composed of the above ground structures and the basement parking garage of the project, and the third one is the underground utility component which includes utility piping running inside the basement parking garage. The following is a description of the maintenance that will be provided by the Developer for these three project elements:

AT-GRADE ROADWAY AND STREETSCAPE COMPONENT

Routine maintenance and emergency maintenance will be provided for the project.

- Routine Maintenance: These operations which are preventative and corrective in nature will be scheduled on a periodic basis.
 - o Cleaning and debris removal from the pavement, roadside clear zones and sidewalks;
 - o Monthly inspections of storm water inlets to ensure they are free of debris, and removal of any debris found;
 - o Landscape maintenance to minimize obstruction of visibility by trees and plantings and routine collection of leaves to minimize clogging of drainage structures;
 - o Cleaning, replacement and maintenance of lighting fixtures;
 - o Inspection and maintenance of pedestrian pavements, crossing with emphasis on meeting the intent of ADA;
 - o Maintenance of emergency response communication systems and access facilities;

MEMO

Project Maintenance Memorandum
Mediterranean Village at Ponce Circle
City of Coral Gables, Florida
Langan Project No.: 300129101

December 22, 2014 (revised January 8, 2015)- Page 2 of 2

- o Pavement maintenance. A program will be implemented with the intent of resurfacing, reconstructing or replacing pavements when they are no longer structurally serviceable.
- Emergency Maintenance: These operation are intended to immediately restore a project component to a safe condition:
 - o Replacement of inoperative traffic control devices such as access gate arms at the parking ingress and egress points;
 - o Replacement of broken sidewalks, traffic redirection devices, curbs and gutters;
 - o Repair and replacement of components that provide an immediate or unexpected hazard to the public.

STRUCTURAL COMPONENT

The structural components of the project per Desimone, the structural engineer for the project, will be designed for a long lifespan. This will be accomplished using high quality concrete (low water-to-cement ration and low initial soluble chlorides) and providing protective concrete cover in excess of minimum code requirements. The design will require a waterproofing membrane to be installed directly on the structural slab thus protecting it from water intrusion. This membrane will be overlain with a protective concrete wearing course that will be sloped to the drainage system. These two membranes will provide a high-capacity structure with long-term serviceability and durability.

The structural elements of the basement shall be inspected at regular intervals not to exceed 2 years for structural soundness and safety for the passage of traffic. The inspection methods that can be employed may include visual observations, non-destructive testing and material sampling (coring, removal and testing).

Visual Inspection: Sketches, photographs and video cameras should be used as required to record significant or unusual details.

Non-Destructive Testing: Non-destructive testing (NDT) can be used to augment visual inspection. NDT is typically employed when a defect has been identified by visual means. NDT can be used to highlight or define the extent of the defect.

Material Sampling (Destructive Testing): This type of testing entails taking samples from various structural components. It shall be used only when it is necessary to evaluate the structure before a major rehabilitation or determine material properties for analysis.

UNDERGROUND UTILITY COMPONENT

All exposed storm water, sanitary sewer, and water piping in the basement parking garage shall be visually inspected every 6 months for any leaks. Any leaks shall be promptly repaired.



January 26, 2015

Mr. Ramon Trias
Director
Planning and Zoning Department
City of Coral Gables
427 Biltmore Way
2nd Floor
Coral Gables, Florida 33134

**Re: Mediterranean Village / Development Agreement / Recommended
Conditions of Approval**

Dear Mr. Trias:

I am in receipt of your memo to me dated January 23, 2015, and summarizing City staff comments regarding the most recent revised Planning and Zoning Board submittal for the Mediterranean Village project. In particular, Section 3 of the memo requests that the Applicant, Agave Ponce, LLC, proffer certain detailed conditions of approval which, if approved by the City Commission, will be incorporated into the Development Agreement for the project. Please find our proposed conditions of approval listed below:

1. Historic Ponce Arts Center Building – Within 120 days of the City Commission's granting of the project's land use and zoning approvals, the Applicant shall provide the City with a maintenance and stabilization plan which will detail the measures to be taken to protect and preserve the historic Ponce Arts Center Building located at 2901 Ponce de Leon Boulevard during the construction of the project. In particular, the plan needs to address how the structural integrity of the Ponce Arts Center will be maintained during the construction of the project's underground parking garage. Such maintenance and stabilization plan is subject to the review and approval of the Director of Historic Resources and the Building Official.
2. Off-site Streetscape Improvements – Prior to the issuance of a final certificate of occupancy for any portion of the project, the Applicant shall complete the off-site streetscape improvements indicated on Exhibit "H" of the Development Agreement. A letter of credit, cashier's check, or performance bond shall be provided to the City for the costs of these improvements prior to the issuance of a

building permit for any vertical construction so as to secure their completion in the event the project is canceled or abandoned. Final construction plans for all off-site streetscape improvements will be subject to the review and approval of the Public Works Director and the Public Service Director.

3. Traffic Improvements – Prior to the issuance of a final certificate of occupancy for any portion of the project, the Applicant shall complete the traffic improvements recommended by the traffic study prepared by Kimley Horn and dated January 27, 2015. Final construction plans for all traffic circulation improvements will be subject to the review and approval of the Public Works Director and the Miami-Dade County Public Works Department.
4. Public Open Spaces – The project's regulatory plans and Development Agreement provide for certain open spaces which will be available for public use. Prior to the issuance of a final certificate of occupancy for the project, an easement and maintenance agreement in favor of the City granting public access to these areas and obligating the Applicant to maintain them will be finalized and recorded in the public records of Miami-Dade County, Florida.
5. Construction Management and Phasing – The Applicant may elect to obtain a foundation permit so as to commence site work. Vertical construction is not proposed to be phased but separate building permits may be applied for and obtained for each building. In the event that construction is proposed to be phased, a phasing plan must be submitted to and approved by the Building Official.
6. Transit Improvements – The City is in the process of considering a transportation mitigation fee which would serve to fund the operations and capital needs of the City's trolley circulator system. If the proposed transportation mitigation fee is adopted prior to the issuance of a final certificate of occupancy for the project, the project will be subject to it. In the event that such transportation mitigation fee is not adopted prior to the issuance of a final certificate of occupancy for the project, the Applicant shall fund one of the following improvements to the City's trolley system for three years starting at the time of issuance of a temporary certificate of occupancy: (1) A downtown trolley loop; or (2) The extension of weekday service hours on the existing trolley route from 8pm to 10pm, both of which are summarized in the document attached to this letter as Exhibit "A". The City's Public Works and Parking Directors shall determine the preferred alternative within 30 days of a request from the Applicant for such a determination.
7. Art in Public Places – The Applicant shall provide 1.25% of the hard construction costs of the project towards complying with the City's Art in Public Places

Mr. Ramon Trias
January 26, 2015
Page 3

Ordinance. A maximum of 1% of the hard construction costs may be provided as publically accessible works of art on the project site subject to the City's Art in Public Places review and approval process. The remaining .25% of the construction costs shall be a monetary contribution to the City's Art Acquisition Fund. The approval of on-site public art as well as the payment of the contribution to the City's Art Acquisition Fund shall be required prior to issuance of a building permit.

Aside from the above proffered conditions of approval, certain other less substantive revisions have been made to the latest draft of the Development Agreement. We agree that a further revised Development Agreement should be provided to the City Commission after input has been received from the Planning and Zoning Board. Thank you for your attention to this matter.

Sincerely,



Mario J. Garcia-Serra

MGS

EXHIBIT A



To: Mr. Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.

From: John McWilliams, P.E. 

Cc: Eduardo Avila
Agave Holdings, Inc.

Date: January 26, 2015

Subject: *Mediterranean Village Development – Coral Gables, Florida*
Coral Gables Trolley Service Enhancements

Per your request, Kimley-Horn and Associates, Inc. (Kimley-Horn) has reviewed the existing City of Coral Gables trolley operations to identify potential enhancements to the service. Two (2) enhancement options were preliminarily identified. The following sections summarize these options:

Option A – Existing Trolley Route Service Enhancements

The current trolley operates along Ponce De Leon Boulevard between Flagler Street and the Coconut Grove Metrorail Station weekdays from 6:30 a.m. to 8 p.m. In an effort to enhance service and provide additional transportation options, it is proposed to operate the trolley two (2) additional hours each weekday. The current trolley operates at 10-15 minute headways along a 7 mile route requiring approximately 5 trolleys to be in service at one (1) time.

The current trolley route operates five (5) days a week (Monday through Friday) for 52 weeks a year with the exception of eleven (11) municipal holidays which is equivalent to approximately 2 weeks of service. Therefore, our analysis assumed the trolley would operate for 50 weeks per year in total. Based upon discussions with City staff, the current operating cost per hour of service is approximately \$36 per trolley per hour. Therefore, the estimated annual operating cost of this expanded service is approximately \$90,000 annually. Note that this review assumed that the additional trolley vehicle is available to operate the proposed downtown route. No capital expenses were assumed in this review.

Option B – Proposed CBD Trolley Route

As part of our review, we met with City of Coral Gables staff and reviewed the Trolley Service Master Plan document prepared by Gannett Fleming, Inc. in 2013. The Master Plan recommended further investigation of a downtown loop traversing the City's core along Alhambra Circle, Merrick Way, Galiano Street, Almeria Avenue, and Salzedo Street in a clockwise direction. We consider this concept a worthwhile complement to the existing north-south trolley route along Ponce De Leon Boulevard. However, the 2013 study did not contemplate the proposed Mediterranean Village project located one (1) block south of Almeria Avenue. Therefore, we recommend a minor modification to the Master Plan route circulating along Sevilla Avenue from Galiano Street to Ponce De Leon Boulevard, and back to Almeria Avenue. Refer to the attachment for a map of the existing and proposed routes.

We proposed to operate the new downtown loop route during weekdays to help alleviate traffic congestion in the area to provide the both residents and employees of the downtown area alternative options for circulating in the downtown area as well as connecting to other transit routes in the area. The route would operate during peak times running during the morning, mid-day, and afternoon peak periods. For purposes of our analysis, we assumed the route would operate for eight (8) hours each day with twelve (12) minute headways. Utilizing a route length of 1.5 miles and an average speed of 8 miles per hour (consistent with the operations of the existing trolley route), a single trolley vehicle could provide service on this route at the desired headway.

The current trolley route operates five (5) days a week (Monday through Friday) for 52 weeks a year with the exception of eleven (11) municipal holidays which is equivalent to approximately 2 weeks of service. Therefore, our analysis assumed the trolley would operate for 50 weeks per year in total. Based upon discussions with City staff, the current operating cost per hour of service is approximately \$36. Therefore, the estimated annual operating cost of this new route is \$72,000 annually. Note that this review assumed that the additional trolley vehicle is available to operate the proposed downtown route. No capital expenses were assumed in this review.

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DEVELOPMENT AGREEMENT

between

AGAVE PONCE, LLC, a
Florida limited liability company

and

CITY OF CORAL GABLES, a
Florida municipal corporation

DATED AS OF

_____, 2015

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is executed as of this _____ day of _____, 2015, by and between the CITY OF CORAL GABLES, a Florida municipal corporation ("City") and AGAVE PONCE, LLC, a Florida limited liability company ("Developer").

RECITALS:

A. Developer is the owner of the property more particularly described in **Exhibit A** attached hereto (the "Property").

B. Developer has applied to the City Commission for approval of a Mediterranean Village Planned Area Development ("PAD") pursuant to Section 3-510 of the City's Zoning Code.

C. Section 3-510(F) of the City's Urban Village PAD regulations requires a Development Agreement to be entered into with respect to the Property which grants certain assurances regarding the construction, operation and maintenance of the proposed PAD.

D. The City and Developer desire to enter into this Agreement for the purpose of providing the terms and conditions on which the Property is to be developed.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby mutually covenant and agree as follows:

ARTICLE I. EXHIBITS, DEFINITIONS, AND FURTHER ASSURANCES

Section 1.1 Exhibits. Attached hereto and forming a part of this Agreement are the following Exhibits:

<u>Exhibit A</u>	Legal Description of Property
<u>Exhibit B</u>	Development Schedule
<u>Exhibit C</u>	Hotel Standards of Operations
<u>Exhibit D</u>	Movie Theatre Standards of Operation
<u>Exhibit E</u>	Retail Standards of Operation
<u>Exhibit F</u>	Restaurant Standards of Operation
<u>Exhibit G</u>	Office Standards of Operation
<u>Exhibit H</u>	Offsite Improvements
<u>Exhibit I</u>	Parking Standards

To the extent that any exhibit is in conflict with the language and terms of the Agreement, the language and terms of the Agreement shall govern.

Section 1.2 Defined Terms. In addition to other terms defined in this Agreement, as used herein the term:

“Acceptable Operator” is defined in the Standards of Operation for each project component.

“Affiliate” or “affiliate” means with respect to any Person (i) any Person directly or indirectly controlling, controlled by or under common control with such Person (ii) any officer, director, general partner, member; manager or trustee of such Person or (iii) any Person who is an officer, director, general partner, member, manager or trustee of any Person described in clauses (i) or (ii) of this sentence. For purposes of this definition, the terms “controlling,” “controlled by” or “under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least fifty percent (50o/o) of the directors, managers, general partners, or persons exercising similar authority with respect to such Person. For purposes hereof the term “Person” shall mean any corporation, unincorporated association or business, limited liability company; business trust, real estate investment trust, common law trust, or other trust, general partnership, limited partnership, limited liability limited partnership, limited liability partnership, joint venture, or two or more persons having a joint or common economic interest, nominee, or other entity, or any individual (or estate of such individual).

“Agreement”, means this Development Agreement, as the same may be modified or amended from time to time.

“City” unless otherwise specified or required by the context, means the City of Coral Gables as lessor and landlord hereunder, whether acting through the Commission of Coral Gables or its designee and not in its capacity as a municipality administering laws and ordinances which are applicable to the Project.

“The City Manager” means the city manager of the City.

“Completion Date” means that date on which the City issues a Temporary Certificate of Completion or Occupancy for any component of the Project.

“Construction Plans” has the meaning ascribed to it in Section 3.3.

“Developer” means Agave Ponce, LLC, a Florida limited liability company.

“Developer Improvements” consists of the improvements contemplated to be constructed by Developer pursuant to the Regulatory Plans.

“Event of Default” has the meaning ascribed to it in Section 3.3.

“Lender” means any lender, and any successor, assignee, transferee or designee of such lender, which provides financing, secured or unsecured, in connection with the Project, which shall include, without limitation, any mortgagee.

“Project” shall mean the improvements developed by Developer on the Property pursuant to the Regulatory Plans.

“Regulatory Plans” shall have meaning set forth in Section 2.1.

“Section”, “Subsection”, “Paragraph”, “Subparagraph”, “Clause”, or “Subclause” followed by a number or letter means the section, subsection, paragraph, subparagraph, clause or subclause of this Agreement so designated.

Section 1.3 Approvals and Consents. Wherever in this Agreement the approval or consent of any party is required, it is understood and agreed that, except as otherwise specified, such approval or consent will not be unreasonably withheld or delayed.

ARTICLE II.

Section 2.1 Development Plans: Developer and the City acknowledge and agree that the Property shall be developed in substantial conformance with the architectural and landscaping plans prepared by RTKL, entitled _____, and dated _____, as the same may be amended from time to time (collectively, the “Regulatory Plans”) and the terms and conditions of this Agreement; it being agreed that any amendments to the Regulatory Plans shall comply with the City’s process for amending PAD’s as codified at Section 3-507 of the City’s Zoning Code.

Section 2.2 Uses. The following uses, together with all ancillary uses, shall be permitted on the Property (as such uses and ancillary uses are defined or described, as applicable, under the City’s Zoning Code) It is understood that the floor area amounts provided below are approximate and subject to change as the plans and project are further elaborated. The shifting of floor area from one use to another is subject to the City review procedure for amendments to PAD Development Plans codified at Section 3-507 of the City’s Zoning Code:

- (i) Retail uses of approximately 242,000 square feet (the “Retail Component”).
- (ii) Restaurant uses of approximately 29,000 square feet (the “Restaurant Component”).
- (iii) Office uses of approximately 314,000 square feet (the “Office Component”).
- (iv) Residential uses of approximately 214 multi-family units and 15 townhomes.
- (v) Hotel uses of approximately 184 rooms (the “Hotel”).
- (vi) Movie theatre uses for a movie theatre of approximately 8 screens and 46,000 square feet (the “Movie Theatre”).
- (vii) Fitness club uses of approximately 9,500 square feet.
- (viii) Daycare uses of approximately 12,000 square feet.

Section 2.3 Development Schedule. It is currently contemplated by Developer that the Property shall be developed in accordance with the time frames set forth on **Exhibit B** attached hereto.

Section 2.4 Hotel Standards of Operation. The Hotel shall be operated as a five-star hotel in accordance with the standards set forth on **Exhibit C** attached hereto. In addition, the uses of the top floor of the Hotel shall always be available for use and access by the general public, which may include, without limitation, restaurant and banquet facilities.

Section 2.5 Movie Theatre Standards of Operation. The Movie Theatre shall be operated as a “VIP style” movie theatre with dine in theatre service.

Section 2.6 Retail Component Operating Standards. The Retail Component shall be operated in accordance with the standards set forth on **Exhibit E** attached hereto.

Section 2.7 Restaurant Component Operating Standards. The Restaurant Component shall be operated in accordance with the standards set forth on **Exhibit F** attached hereto.

Section 2.8 Office Component Operating Standards. The Office Component shall be operated in accordance with the standards set forth on **Exhibit G** attached hereto.

Section 2.9 Public Open Spaces. All public open spaces indicated on the Regulatory Plans (the “Public Open Spaces”) will be open to the public in perpetuity, subject to (a) closures required from time to time for replacement and repair and (b) reasonable limitations on hours of operation as established by Developer from time to time. The Public Open Spaces will be maintained by Developer at a level of quality equal to or higher than City’s standards for municipal public open spaces in effect on the date hereof.

Section 2.10 Public Art. The public art installations that may be proposed by Developer from time to time will be reviewed and approved by the City under the City’s “Art in Public Places” review process in effect on the date hereof. The maintenance of and public access to artwork will comply with requirements of the City’s Art in Public Places Ordinance.

Section 2.11 Offsite Improvements. Subject to and conditioned upon the issuance of required building permits from the applicable governmental authorities, Developer shall construct and install the offsite improvements described on, and in accordance with the time frames set forth on, **Exhibit H** attached hereto (such improvements are herein called the “Offsite Improvements”).

Section 2.12 Parking. Parking shall be provided for the Project pursuant to the Regulatory Plans. The conceptual valet operating plan for the Project is set forth as **Exhibit I** attached hereto.

ARTICLE III. LAND USES

Section 3.1 Land Uses. Developer and the City agree, for themselves and their successors and assigns, during the term of this Agreement, to devote the Property and Developer Improvements only to the uses specified in this Agreement and to be bound by and comply with all of the provisions and conditions of this Agreement.

Section 3.2 Character and Operation Standards of Property and Developer Improvements. The parties recognize and acknowledge that the manner in which the Project is developed, operated and maintained are matters of critical concern to the City and Developer hereby agrees to develop, operate and maintain the Project and all other property and equipment located thereon which are owned, leased or maintained by Developer in good order, condition, repair and appearance and in a manner consistent with presently existing comparable projects (such as “The Village of Merrick Park” located in the City, “Mizner Park” located in Boca Raton, Florida and “Bal Harbour Shops” located in Bal Harbour, Florida) and the operational standards set forth in the exhibits attached hereto and made a part hereof (collectively the “Operational Standards”) and in compliance with all applicable federal, state or local laws, rules, regulations, codes or ordinances. To help accomplish this result, Developer will establish such reasonable rules and regulations (which shall incorporate the Operational Standards) governing the use and operation of the Project and by tenants therein as Developer shall deem necessary or desirable in order to assure the level of quality and character of operation of the Project required herein, and Developer will use all reasonable efforts to enforce such rules and regulations. However, nothing contained herein shall be or be deemed to be any contract or agreement by the City, in its municipal capacity, to grant approvals for the Project or with respect to any zoning decisions affecting the Project.

Section 3.3 Failure-Performance of Covenants. Failure of Developer to perform in accordance with or to comply with any of the covenants, conditions and agreements which are to be performed or complied with by Developer in this Agreement, and the continuance of such failure for a period of sixty (60) days after notice thereof in writing from the City to Developer (which notice shall specify the respects in which the City contends that Developer has failed to perform any such covenants, conditions and agreements), shall constitute an event of default (“Event of Default”); provided, however, if such default cannot be cured within sixty (60) days and (i) the Developer within said sixty (60) day period shall have commenced and thereafter shall have continued diligently to prosecute all actions necessary to cure such default, and (ii) the Project continues to operate in the ordinary course of business, then the Developer shall have an additional reasonable time within which to cure such matter. Until the City has provided Developer with written notice pursuant to this Section 3.3 and the time periods for cure set forth in this Agreement have elapsed without such cure having been effected, the failure of Developer to perform or comply with the covenant(s), condition(s) and agreement(s) of this Agreement specified in such notice shall not be deemed an Event of Default. A delay in complying with the dates provided for in the Development Schedule referenced in Section 2.3 shall not constitute an Event of Default.

Section 3.4 Unavoidable Delay or Force Majeure. Notwithstanding any of the provisions of this Agreement to the contrary, and except as provided herein, neither the City nor Developer, 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 preparation of the Property for development, or the beginning and completion of construction of the Developer Improvements or the Offsite Improvements, 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 or anything that causes a default in any Project financing or difficulty in obtaining financing), 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 Developer Improvements or the Offsite Improvements, the time periods shall be extended for the following periods of time: (i) the time period from the date of the event causing the unavoidable delay through and including the date the Developer receives the insurance proceeds related to such damage, and (ii) following receipt of the insurance proceeds, the reasonable time period which is needed for Developer to restore the Developer Improvements or Offsite Improvements to the condition which existed immediately preceding the event causing the unavoidable delay.

Section 3.5 Obligations, Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party; provided, however, in no event shall the City have the right to terminate this Agreement upon an Event of Default and the remedies available to the City as a result of any Event of Default shall be the enforcement actions available to the City in its code enforcement capacity. No waiver made by either party with respect to performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligations of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or in regard to any obligation of the other party.

ARTICLE IV. RESTRICTIVE COVENANTS.

Section 4.1 Use Prohibitions of the Property and Developer Improvements. The Property shall not be used by Developer nor shall Developer permit the use of same for the following: Any unlawful or illegal business, use or purpose, or for any business, use or purpose which is immoral or disreputable (including without limitation “adult entertainment establishments” and “adult” bookstores) or extra- hazardous, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of the certificates of occupancy (or other similar approvals of applicable governmental authorities) or of rules, regulations, ordinances or laws applicable to the Property.

Section 4.2 No Discrimination.

(i) No covenant, agreement, lease, conveyance or other instrument concerning the sale, lease, use or occupancy of the Property and Developer Improvements or any portion thereof shall be effected or executed by Developer, or any of its successors or assigns, whereby the Property and Developer Improvements or any portion thereof is restricted by Developer, or any successor in interest, upon the basis of race, color, religion, sex, national origin, or handicap. Developer will comply with all applicable state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sex, national origin, or handicap in the sale, lease, use or occupancy of the Property and Developer Improvements or any portion thereof. Furthermore, Developer agrees to make accommodations for the handicapped as required by law and that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, be denied access to facilities within the Property and Developer Improvements, or be subjected to discrimination under any program or activity allowed under this Agreement except as permitted by law.

(ii) Anything in Section 3.3 hereof to the contrary notwithstanding, if the City believes that a default has occurred because of a failure by Developer, its successors or assigns or any subsequent owner or occupant (i.e. a tenant under a residential lease or a retail lease) to comply with the terms of this Section 4.2, it may send to Developer and/or occupant a written notice of intent to declare a default because of such failure (the “Pre-Default Notice”). The Pre-Default Notice is not a declaration of a default hereunder. If Developer and/or occupant, after reviewing the Pre-Default Notice (which shall specify the respects in which the City contends that such a failure should be considered a default), believes that such a failure is not a default under this Section 4.2, Developer and/or occupant, shall within thirty (30) days of receipt of such Pre-Default Notice, advise the City of such determination (which shall specify the respects in which Developer and/or occupant contends that such a failure should not be considered a default under this Section 4.2). If the City, after considering said response, still believes that such failure is a default, the City shall, prior to taking further action on said failure, submit the matter to binding arbitration pursuant to Article VI hereof. If the decision of the arbitrators is in favor of the City’s position, then the Pre-Default Notice may be reissued by the City as a notice of default, in which event Developer and/or occupant shall proceed to cure the same within sixty (60) days of such notice of default. Failure to cure said default within said sixty (60) day period shall constitute an Event of Default under this Agreement.

Section 4.3 Green Building. Developer agrees that, as indicated in the Regulatory Plans, the Project shall be constructed in such a manner so that it will qualify for certification as a LEED-ND (Leadership in Energy and Environmental Design for Neighborhood Development) or equivalent nationally recognized green building certification program.

ARTICLE V. SIGNS

Section 5.1 Sign Package. The Project may require a Master Sign Package or a Special Sign Package (collectively, “Sign Package”) to accomplish the following goals: (i) moving pedestrians and vehicle traffic throughout the Property safely and efficiently and (ii) properly identifying the Property, the Project and various tenants, events, and components within the Project, including, but not limited to, residents, guests, visitors, and motorists along surrounding thoroughfares. The Sign Package shall be incorporated into the Regulatory Plans approved by the City Commission.

Section 5.2 Sign Types. The Sign Package will include, but is not limited to, the following sign types: (i) directional signs; (ii) ground signs; (iii) wall signs; (iv) monument signs; (v) way-finding signs; (vi) tower signs; and (vii) awning signs.

Section 5.3 Application. The Sign Package shall apply to signage visible from public rights-of-way but the Sign Package shall not apply to or include signs internal to the Project.

Section 5.4 Approval. Signs of any type or size may be approved as provided for in the Regulatory Plans with specific tenant signage subject to final design review by the City’s Board of Architects.

Section 5.5 Regulation. All Project signs shall be subject to the requirements of applicable federal, state, or local rules, orders, regulations, laws, statutes, or ordinances.

ARTICLE VI. RESERVATION OR DEDICATION OF LAND/PUBLIC OPEN SPACE

Section 6.1 No Dedication. The Developer shall not be required to dedicate or reserve any land within the Property.

Section 6.2 Regulatory Plans. The Developer agrees to create within the Project: (i) certain public open spaces as indicated on the Regulatory Plans; and (ii) sidewalks designed to accommodate increased pedestrian activity that will include shopping, entertainment, and outdoor seating, all as generally labeled on the Regulatory Plans.

Section 6.3 Developer Ownership of Public Open Spaces. The Developer will retain ownership of the Public Open Spaces but shall grant the City a non-exclusive easement allowing public access to the Public Open Spaces ("Public Open Spaces Easement"). The Developer and the City further agree to execute an Open Spaces Easement and Maintenance Agreement ("Easement Agreement"), to assign their respective responsibilities and obligations with respect to the future construction, maintenance and operation of the Public Open Spaces. The Public Open Spaces Easement and the Easement Agreement shall be in a form acceptable to the City Attorney.

Section 6.4 Timing of Public Open Spaces Easement and the Easement Agreement. The City and the Developer agree to execute and record the Public Open Spaces Easement and the Easement Agreement prior to the City issuing one (1) or more certificates of occupancy authorizing the occupancy of one (1) or more buildings on the Property.

Section 6.5 Location and Dimensions of the Public Open Spaces. The general location and dimensions of the Public Open Spaces shall be substantially in accordance with the Regulatory Plans, or as otherwise mutually agreed by the Developer and the City. The specific location and dimensions of the Public Open Spaces will be determined in the Public Open Spaces Easement.

Section 6.6 Developer's Rights Regarding Public Open Spaces. The Developer shall retain the exclusive right to design, landscape, and determine the programming for the Public Open Spaces.

Section 6.7 Events in and Around Public Open Spaces. From time to time, the Developer may sponsor or similarly partner with organizations to hold temporary events in and around the Public Open Spaces. In advance of a temporary event, the Developer shall submit an application to the City consistent with the requirements contained in the City Zoning Code to obtain the necessary permits and approvals.

ARTICLE VII. ENCROACHMENTS

Section 7.1 Construction of Encroachments within City Owned Public Rights-of-Way. The City finds that the construction of encroachments in, above, and under the public rights-of-way will not unduly restrict the use of such public rights-of-way and is a necessary and essential element in the future construction of pedestrian walkways or commercial uses above such public rights-of-way. In consideration for authorizing the future construction of the aforementioned encroachments, the Developer further covenants to:

(i) Maintain any above-grade pedestrian walkways or similar above-grade spaces and below-grade vehicular areas in accordance with the Florida Building Code, the City Charter, the City Code, and any other applicable federal, state, or local statutes, laws, rules, orders, or regulations.

(ii) Provide an insurance policy, in an amount reasonably determined by the City's Risk Management Department, naming the City as an additional insured for public liability and property damage. The insurance shall remain in effect for as long as the encroachment(s) exist in the public rights-of-way. Should the Developer or the Developer's successors fail to continue to provide the insurance coverage, the City shall have the right to secure a replacement insurance policy in its name and place a special assessment lien against the specific parcel or parcels subject to this Agreement, for which such insurance has lapsed or expired, for the total cost of the premium.

(iii) The Developer shall hold harmless and indemnify the City, its officials, and its employees from any claims for damage or loss to property and injury to persons of any nature whatsoever arising out of the use, construction, maintenance, or removal of the pedestrian walkways and vehicular areas and from and against any claims which may arise out of the granting of permission for the encroachment(s) or any activity performed under the terms of this Agreement, except in any event for any claims for damages or loss to property and injury to persons caused by the City or its officials.

(iv) Subterranean parking areas may only occur below rights of way on which both sides of the right of way are owned by the same owner and shall be subject to approval by the Development Services Director. Trees planted along these rights of way shall be spaced at 30 foot intervals and given adequate depth to allow for a mature tree canopy above the underground parking deck. Air ventilation exhausts shall not obstruct sidewalks and other pedestrian spaces. Exhausts may be located in rear alleys, back of house locations and upper level parking decks. These vents shall be screened to match the character of the adjacent buildings.

ARTICLE VIII. LOCAL DEVELOPMENT PERMITS

Section 8.1 Development Permits. The Developer intends to develop the Property consistent with the Regulatory Plans and this Amended Agreement. The Project may require additional permits or approvals from the City, County, State, or Federal government, including their respective internal agencies. Subject to the required legal processes and approvals, the City shall make a good faith effort to take all necessary and reasonable steps to cooperate with and expedite the issuance of all such approvals and permits. Such approvals include, but are not limited to:

- (i) Subdivision plat approvals;
- (ii) Street Vacations and Closures;
- (iii) Covenant in Lieu ("Covenant") of Unity of Title or Unity of Title ("Unity") acceptance or the release of existing Covenants or Unities;
- (iv) Water and Sanitary Sewage Agreement(s);
- (v) Drainage Permits;
- (vi) Temporary Use Permits;

- (vii) Tree Removal Permits;
- (viii) Demolition Permits;
- (ix) Environmental Resource Permits;
- (x) Building Permits;
- (xi) Certificates of Use;
- (xii) Certificates of Occupancy;
- (xiii) Stormwater Permits;
- (xiv) Miami-Dade Transit approvals;
- (xv) Federal Aviation Administration determination(s) and approval(s); and
- (xvi) Any other official action of the City or other government agency having the effect of permitting development of the Properties.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Section 9.1 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture between the City and Developer, or as constituting Developer as the agent or representative of the City for any purpose or in any manner whatsoever.

Section 9.2 Recording, Documentary Stamps. A memorandum of this Agreement, in form mutually satisfactory to the parties, may be recorded by either party among the Land Records of Miami-Dade County, State of Florida, and either party may cause any modification or addition to this Agreement to be so recorded, and the cost of any such recordation shall be paid in full by Developer.

Section 9.3 Florida and Local Laws Prevail. This Agreement shall be governed by the laws of the State of Florida. This Agreement is subject to and shall comply with the Charter of the City of Coral Gables as the same is in existence as of the execution of this Agreement and the ordinances of the City of Coral Gables; provided, however, future ordinances of the City shall not affect the terms and provisions of this Agreement (i) unless uniformly applicable to property similarly situated with the Property and Developer Improvements; provided, however, to the extent Developer would otherwise be grandfathered or not subject to such ordinances if this Agreement did not exist, Developer shall not be subject to such ordinances or (ii) if the same shall impair the rights of Developer or the obligations of the City hereunder. Subject to the foregoing, any conflicts between this Agreement and the aforementioned Charter and ordinances shall be resolved in favor of the latter. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term,

covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Contemporaneously with the execution of this Agreement, the City Attorney shall deliver an opinion to Developer opining that the execution and delivery hereof by the City is in compliance with the Charter and ordinances of the City of Coral Gables.

Section 9.4 Conflicts of Interest: City Representatives Not Individually Liable. No member, official, representative, or employee of the City or the City Manager shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, elected representative or employee of the City or the City Manager shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or the City Manager or for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

Section 9.5 Notice. A notice or communication, under this Agreement by the City, on the one hand, to Developer, or, on the other, by Developer to the City shall be sufficiently given or delivered if dispatched by hand delivery or, by nationally recognized overnight courier providing receipts, or by registered or certified mail, postage prepaid, return receipt requested to:

(i) Developer. In the case of a notice or communication to Developer if addressed as follows:

To: Agave Ponce, LLC
2601 South Bayshore Drive, Suite 250
Miami, Florida 33133
Attn: Jose Antonio Perez Helguera

cc: Gunster, Yoakley & Stewart, P.A.
Brickell World Plaza, Suite 3500
600 Brickell Avenue
Miami, Florida 33131
Attn: Mario Garcia-Serra, Esq.

and: Any Mortgagee of Developer whose address has been provided to the City in writing and, in the case of an Event of Default sent to Developer, a copy shall be sent to any Lender as registered with the City as required hereunder. NOTICE OF AN EVENT OF DEFAULT TO DEVELOPER IS NOT EFFECTIVE UNTIL A NOTICE IS SENT TO ALL LENDER(S)) SO REGISTERED.

(ii) City. In the case of a notice or communication to the City, if addressed as follows:

To: City of Coral Gable
405 Biltmore Way
P.O. Drawer 141549
Coral Gables, Florida 33134

Attn: City Manager

cc: Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, Florida 33301
Attn: Susan Trevarthen, Esq.

or if such notice is addressed in such other way in respect to any of the foregoing parties as that party may, from time to time, designate in writing, dispatched as provided in this Section 5.5.

Section 9.6 Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.7 Counterparts. This Agreement is executed, in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument. This Agreement shall become effective only upon execution and delivery of this Agreement by the parties hereto.

Section 9.8 Successors and Assigns. Except to the extent limited elsewhere in this Agreement, all of the covenants conditions and obligations contained in this Agreement shall run with the land and be binding upon and inure to the benefit of the respective successors and assigns of the City and the Developer.

Section 9.9 Entire Agreement. This Agreement and its Exhibits [constitute the sole and only agreement of the parties hereto with respect to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect and are merged into this Agreement.

Section 9.10 Amendments. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties. Although this Agreement shall run with the land, amendments, modifications or releases of this Agreement shall be by mutual written agreement between: (a) the City and its successors and assigns (which must be a governmental entity); and (b) Developer or its successors and assigns that are expressly designated in writing as receiving the rights and obligations of Developer under this Agreement ("Express Assigns") (i.e., even if the Property is subdivided and more than one (1) owner exists for the Property, then amendments to this Declaration shall only be required to be executed by the City and Developer or its Express assigns); provided, however, that in the event that any amendment, modification or release of this Agreement materially affects the rights of an owner of a portion of the Property, then any amendment to this Agreement shall also require the consent of such property owner. In the event of a modification of this Declaration or a designation of an Express Assign, a written instrument must be duly executed, acknowledged and recorded in the Public Records of Miami-Dade County, Florida. The parties recognize that the development and operation of the Property and the Developer Improvements may from time to time require the confirmation, clarification, amplification, or elaboration of this Agreement, in order to deal adequately with circumstances which may not now be foreseen or anticipated by the parties. The City and Developer reserve unto themselves and their Express Assigns the right to enter into such interpretive, implementing or confirmatory written agreements from time to time as they mutually deem necessary or desirable, in their sole discretion, for any such purpose without obtaining the consent or approval of any person or entity. If any portion of the

Property has been submitted to the condominium form of ownership, and an amendment, modification or release of this Agreement requires the consent of the owner of such portion of the Property as provided above, then only the condominium association thereof shall be required to execute the instrument as to that portion of the Property (in lieu and on behalf of the condominium unit owners thereof).

Section 9.11 Authorization and Approvals by the City. All requests for action or approvals by the City shall be sent to the City Manager for decision, who shall be the party within the City, including the City Commission, that must act or approve the matter on behalf of the City. Without limiting the generality of the foregoing or the general authority of the City Manager, the City Manager shall have the authority himself to grant extensions of time for performance by Developer for up to ninety (90) days (extensions of time in excess of ninety (90) days shall require City Commission approval). If the City Manager's office shall be vacant or if the City Manager shall not have the full authority to act or approve matters required of the City pursuant to this Agreement, then the City Commission shall, promptly upon written request by the Developer, designate such other officer or department as may be appropriate to perform the City's obligations. Unless otherwise specified to the contrary herein, all decisions, approvals and actions required of the City hereunder must be decided, given or taken within sixty (60) consecutive days after the receipt of written notice requesting same.

Section 9.12 Exculpation. Notwithstanding any provision contained in this Agreement to the contrary, it is specifically agreed and understood that there is no personal liability on the part of any manager, member in the Developer (provided such member is acting within the limitations placed on same by Florida law or has not assumed in writing any greater liability with respect to this Agreement), an equity interest holder of a member in the Developer or, if the Developer is a corporation, of any officer, director or stockholder of the corporate Developer or, if the Developer is a partnership, any limited partner of the Developer, with respect to the performance of any of the obligations, terms, covenants and conditions of this Agreement.

Section 9.13 Prevailing Party's Attorneys' Fees. In the event either party hereto shall institute legal proceedings (other than arbitration proceedings which shall be governed by the terms and conditions set forth in Article VI hereof) in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees, at both trial and appellate levels.

Section 9.14 Caption. The article and section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or any part thereof.

Section 9.15 Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the City, it shall be postponed to the next "following business day, not a Saturday, Sunday or legal holiday.

Section 9.16 Developer as Independent Contractor. Nothing contained in this Agreement shall be construed or deemed to name, designate, or cause (either directly or implicitly) the Developer, or any contractor of the Developer to be an agent of or in partnership with the City.

Section 9.17 Unlawful Provisions Deemed Stricken. If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

Section 9.18 No Liability for Approvals and Inspections. Except as may be otherwise expressly provided herein, no approval to be made by the City of the Project site or the Project under this Agreement, shall render the City liable for its failure to discover any defects or nonconformance with any federal, state or local statute, regulation, ordinance or code.

Section 9.19 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit for Dade County.

Section 9.20 Developer Entity. On the date of execution hereof, the Developer is a Florida limited liability company. In the event that at any time during the term of this Agreement and any extensions and renewals thereof, the Developer is a corporation or an entity other than a Florida limited liability company, then any references herein to member, membership interest, manager and the like which are applicable to a Florida limited liability company shall mean and be changed to the equivalent designation of such term which is appropriate to the nature of the new Developer entity.

Section 9.21 Chapter 400, Florida Statutes. The City acknowledges and agrees that, notwithstanding anything to the contrary set forth in this Agreement, the Developer shall not be required to take any action hereunder which would otherwise constitute a violation of Chapter 400, Florida Statutes, as amended.

Section 9.22 Cooperation; Expedited Permitting; and Time is of the Essence. The Parties agree to cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Agreement. The Parties agree that time is of the essence in all aspects of their respective and mutual responsibilities pursuant to this Agreement. The City shall use its best efforts to expedite the permitting review and approval process in an effort to assist the Developer in meeting its demolition, development, and construction completion schedules. The City will accommodate requests from the Developer's agents, representatives, general contractor(s), and subcontractors for simultaneous review of multiple permitting packages, such as those for site work and foundations, and building shell, core, and interiors. Notwithstanding the foregoing, the City shall not be obligated to issue development permits to the extent the Developer does not comply with the applicable requirements of the City Zoning Code, the Project's zoning approvals, the Comprehensive Plan, this Agreement, applicable building codes, or any other laws, rules, orders, or regulations.

ARTICLE X. ARBITRATION

Section 10.1 Panel. A panel of arbitrators ("Arbitration Panel") shall be established when specifically required by the terms of this Agreement. The appointments to the panel shall be made in the following manner:

(i) The City shall name one member and the Developer shall name one member;

(ii) The aforesaid members shall promptly name a third member.

If either party shall fail to designate a member within fifteen (15) days after a written request so to do by the other party, then such other party may request the President of the Florida Chapter of the American Arbitration Association to designate a member, who when so designated shall act in the same manner as if he had been the member designated by the party so failing to designate an arbitrator. If the two members are unable to agree upon a third member within ten (10) days from the last date of designation, such third member shall be designated by the President of the Florida Chapter of the American Arbitration Association, upon the request of either of the two members.

Section 10.2 Actions, Hearings and Decisions. All actions, hearings and decisions of the Arbitration Panel shall be conducted, based upon and in accordance with the Commercial Arbitration Rules of 'the American Arbitration Association. In determining any matter before them, the Arbitration Panel shall apply the terms of this Agreement, and shall not have the power to vary, modify or reform any terms or provisions of this Agreement in any respect. The Arbitration Panel shall afford a hearing to the City and to the Developer, and the right to submit evidence with the privilege of cross-examination on the question at issue. All arbitration hearings shall be held at a place designated by the Arbitration Panel in Miami-Dade County, Florida.

A hearing shall be commenced within sixty (60) days following the selection of the last of the three arbitrators. A court reporter shall make a transcript of the hearing. The parties and the Arbitration Panel shall use their best efforts to conclude the hearing within ten (10) days. The parties shall be entitled to such pre-trial discovery as they may agree, or as determined by the Arbitration Panel. The Arbitration Panel shall have the right to question witnesses at the hearing, but not to call witnesses. The Arbitration Panel may grant continuances for good cause or with the agreement of both parties. The Arbitration Panel may render a decision at the close of the hearing, or may, request briefs on any or all issues. Any and all such briefs, including reply briefs, shall be filed with the terms and on the schedule set by the Arbitration Panel, but in any event no later than forty-five (45) days following the commencement of the hearing. The Arbitration Panel shall render a determination within sixty (60) days from the conclusion of the hearing. If no determination is rendered within such time, unless the parties agree otherwise, a new Arbitration Panel shall be selected (in the same manner set forth in Section 13.1 above) but the new Arbitration Panel shall render a determination solely upon review of the record of the hearing without a further hearing.

The Arbitration Panel selected hereunder shall agree to observe the Code of Ethics for Arbitrators in Commercial Disputes promulgated by the American Arbitration Association and the American Bar Association, or any successor code. The decision of a majority with respect to any matter referred to it under this Agreement shall be final, binding and conclusive on the City and Developer and enforceable in any court of competent jurisdiction. Together with the determination, the Arbitration Panel shall provide a written explanation of the basis for the determination. Each party shall pay the fees and expenses of the member of the Arbitration Panel designated by such party, such party's counsel and witness fees, and one-half (1/2) of all expenses of the third member of the Arbitration Panel.

Section 10.3 Participation by Lender. If the issue which is the subject of an arbitration proceeding involves (i) an Event of Default under this Agreement, or (ii) a request for an extension of the construction period due to unavoidable delay or force majeure as set forth in Section 3.4, then in such an event the Lender shall be allowed, at its option, to participate in the arbitration proceeding which participation shall include the right to present evidence and cross examine witnesses. In the event of any arbitration proceeding not involving the aforesaid issues, the Lender shall be entitled to receive notice of the proceedings and to have an observer present.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Developer has caused this Agreement to be signed in its name by its Managing Member, and the City Commission of Coral Gables has caused this Agreement to be signed in its name by the City Manager, duly attested to by the City Clerk, and approved as to form and sufficiency by the City Attorney, on the day and year first above written.

ATTEST:

AGAVE PONCE, LLC, a Florida limited liability company

Name: _____

By: _____

Name: _____

Title: Manager

Name: _____

By authority of Ordinance No. _____ duly passed and adopted by the Coral Gables City Commission on _____, 2015.

ATTEST:

CITY OF CORAL GABLES, a Florida municipal corporation

By: _____

Name: Walter Foeman

Title: City Clerk

By: _____

Name: _____

Title: City Manager

APPROVED AS TO FORM AND SUFFICIENCY:

By: _____

Name: Craig E. Leen

Title: City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

Parcel 1:

Lots 8 through 13, inclusive and Lots 26 through 29, inclusive, all in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

All of the North-South Alley, which extends from Sevilla Avenue to Palermo Avenue, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

And

All that part of the East-West Alley in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, which lies west of a line 20 feet West of and parallel to the East lines extended Lots 10 and 27, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

LESS

That portion of the North-South alley and the portion of the East-West alley which lies West of the East property line of Lots 30 and 7 projected North and South respectively, Block 20, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

Lots 14 through 25, inclusive, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 10:

Lot 45, Block 31, of CRAFTS SECTION OF CORAL GABLES, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 12:

Lots 12 and 13, in Block 33, of CORAL GABLES CRAFTS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 14:

Lots 1, 2, 3, 16, 17, 18 and 19, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida; AND TRACTS A, B and C of CATAMAL CORNER, according to the plat thereof as recorded in Plat Book 102, Page 69 of the Public Records of Miami-Dade County, Florida; AND Lots 6 and 7, less the northeasterly 107.5 ft. thereof, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 15:

INTENTIONALLY DELETED (Partial Release recorded in O.R. Book 27291, Page 2036)

Parcel 16:

Lots 14 and 15 and the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 17:

Lots 12 and 13, less the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 18:

Lots 10 and 11, in Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 19:

Northeasterly 107.5 feet of Lots 6 and 7, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 20:

Lots 8 and 9, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Together With:

All of the lands as contained in that certain record plat of "PONCE PLACE VILLAS EAST," according to the Plat thereof, as recorded in Plat Book 168 at Page 42, of the Public Records of Miami-Dade County, Florida.

Together With:

All that portion of the East-West Alley in Block 20, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida, which lies East of a line 20 feet West of and parallel to the East lines extended Lots 10 and 27, in Block 20, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

Together With:

All that portion of the North-South Alley in Block 30, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida, which lies South of the Easterly extension of the North line of Lot 1, Block 30, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

DEVELOPMENT **SCHEDULE**

All time periods provided below are from the date of final City Commission zoning approval.

Expiration of Appeal Period for Zoning Approvals	[30 Days]
Submittal of Building Permit Plans	[6 Months]
Approval of Building Permit Plans / Issuance of Building Permit (including issuance of foundation permit, site work permit, or partial permit)	[10 Months]
Commencement of Construction	[12 Months]
Complete Project Buildout	[46 Months]

EXHIBIT "C"

Old Spanish Village at Ponce Circle Five-Star Hotel Operations Manual

A. PUBLIC AREA

The public areas of the hotel are located on levels 1- 4 of the podium as an integrated part of the overall complex. Pedestrian links at level 1 and upper levels connect the hotel to the retail, and other services within the overall project.

A-1 Drop off and Ground level lobby

Vehicular access to the hotel is from Ponce De Leon Boulevard and includes a two lane covered drop off that can accommodate approximately 7 cars total. With valet parking (as well as self- parking) available there is direct access ramps from the front drive to the parking on Levels B1. Within drop-off area. Drop off to include 24 hour staffing and valet.

From the drop off guests will access podium service levels that will link directly to the main lobby on level 3.

A-2 Residential lobby

Also at the ground level along with a shared drop off there will be a residential lobby with elevators going directly from the ground floor to the residential levels at the top levels of the Tower.

Residential elevators to be key activated only. Unit owners will be able to access elevators directly from parking garage. Guests will need to gain access through staff on the ground lobby level.

A-3 Guest Lobby

Main lobby and registration to be located at level 3 of the podium. Podium elevators to open directly into vestibule or lobby space with registration desks to be easily visible from the elevators. Overall lobby to be a two story space with large French doors that open to provide views down to and from Ponce De Leon Boulevard. Casual seating areas provided as well as desk space for concierge.

A-4 Meeting Rooms

Level three of the hotel podium includes a 7,000 sq. ft. ballroom and additional 1,500 sq. ft. of meeting space. Seating approximately 350 guests for a sit down dinner of 700 guests for a cocktail reception the ballroom will subdivide into three main sections with two of the sections subdivisible into two halves. While the weekday market will focus on company meeting and association markets, based on the affluent coral gable community, the weekend business should be able to tap into the strong social markets including weddings and charity events.

Public areas and ballroom prefunction will be accessed by a pedestrian bridge directly from the sky lobby, with self-contained meeting facilities in a separate building above the retail.

Reception space, conference offices, coat room and guest rooms will enable the conference center to be self-contained and not interfere with the atmosphere in the lobby.

The ballroom will be linked by a service corridor directly to the main kitchen on the same level. While food will be transported in warming boxes across the pedestrian service bridge, a banquet

pantry kitchen located directly behind the ballroom will be used for food holding, refrigeration, beverage storage, as well as dish and warewashing. Other back of the house facilities behind the ballroom will include furniture storage, linen and prop storage, audio visual control room and small office for the banquet and public facilities manager.

A-5 Public Restrooms

Public restrooms, including accessible restrooms and baby changing areas will be located only on level 3 of the podium. Each restroom to have a minimum of four toilets/urinals, separate accessible stall with appropriate turning radius, and three sinks. Materials on floors, and up to a minimum of 4' on the walls to be natural stone. At a minimum, one storage closet to include mop sink shared per pair of restrooms.

B. RESTAURANTS

The hotel will feature two full service restaurants

B1 All-Day Dining

Located on the lobby level of the hotel the all-day dining operation will feature three meal services to include:

- Breakfast served from 6:30am until 11:00 am (breakfast menu available until Noon Saturday and Sunday)
- Lunch served from 11:00am until 5:00pm
- Dinner served from 5:00pm until 10:30pm
- Late night menu served from 10:30 until 1:00am Friday & Saturday

Restaurant will feature approximately 3,000 m2 of indoor seating with approximately 150 seating to include banquets, two tops, four tops and 6 tops rounds. Full menu service will be available from 6:30 am until 10:30pm with breakfast buffet and available from 7:00am until 10:30am. (11:00 am on Friday and Saturday). Additional a Sunday brunch buffet will be available from 11:00am until 2:30pm.

As part of the all-day dining, a full service bar area will be included that features 16 seats at the bar plus an additional four high top tables. Bar service to be available from 11:30 am until restaurant close.

Weather permitting an additional 80 seats will be available for outdoor seating from 7:30am until 10:30 pm.

B2 Roof Top Restaurant

Located on level 18 of the hotel, the top floor of the property will feature a Signature Restaurant. Hours of operation will be 5:30 pm until 11:30 pm daily. Approximately 140 seats will include booths, two tops, four tops and six top rounds. Additional a private dining room will be available to accommodate up to 18 people and board room style table.

Two outdoor terraces with pergola coverings will allow for approximately 76 additional seats, weather permitting.

Kitchen operations for the roof top restaurant will be contained on the 18th level to include hot and cold food lines, dishwashing, pot washing and rely on reach in and under counter refrigeration only

A separate full service bar will include 12 seats at the bar, as well as lounge seating for approximately 32 more people. Bar hours from 4:30 until midnight on the weekdays and until 1:30am on weekends featuring live entertainment.

B3 Room service

24 hour room service will be available to all guest rooms and apartments. Operation to be located as part of the main kitchen on level 3. Full service menu and staff available from 6:00am until Midnight with late night menu available from Midnight until 6:00am.

C. HOTEL GUEST LEVELS

C1. Guest Rooms

The hotel shall have approximately 164 guest rooms including 102 rooms with King Beds and 62 rooms with two double beds. All guest rooms to include seating area, desk with task lamp, dresser, luggage stand and a variety of desk and floor lamps. Each room to include operable window to an open width of 8", as well as both shears and black out curtains. Guest Room Amenities to include

- Coral gables and Miami City Guide
- Hotel guide including In Room Dining
- Both Wireless and Cable internet connection at desk with electrical and computer connections built into desk top
- Task lamp with adjustable settings
- Hotel station
- Mini Bar, Ice Bucket, glassware
- In-Room safe
- Iron/Ironing Board
- Individual climate control
- Balconies available for some rooms

C2 Guest room entertainment

Guest room entertainment systems to include:

- Flat screen television with a minimum width of 32"
- In Room Movies
- I Pod Docking station/Radio/Alarm Clock
- Cable Channels

C3 Guest Room Communication

Guest rooms will feature state of the art Phone and data to include

- Voicemail
- Dual-line cordless telephones
- Desk and Data Port

C4 Guest Room Bathrooms

Guest bathrooms to include tub with shower for double occupancy rooms, and walk in shower in king rooms. All floors and wall coverings up to 4' to be natural stone tile. Showers to have

built in drain and glass door with a clear swing out into the bathroom. Rooms to include marble vanity area with mirror no less than 50" wide by 32" tall. Other features to include

- Hairdryer
- Makeup/shaving mirror mounted to wall with adjustable arm
- Bathrobes
- Deluxe Bath Amenities
- Two levels of lighting setting
- Night light under counter.

C-5 Guest Rooms Suites

In addition to the guest rooms there are 19 suites

- 10 Junior Suites that include enlarged seating areas with a pull out couch and balcony
- 8 Executive suites that include a one bay seating area and one bay guest room as well as a separate powder room
- 1 Presidential Suite that includes a two bay living room and dining room with a wet bar and guest powder room as well as a dedicated king bedroom suite with changing area and five fixture bathroom.

C-6 Accessible Guest Rooms

Approximately 4 % of all guest room types will be accessible guest rooms to include the following

- Additional space for wheel chair turning radius
- Connecting rooms for caregivers
- Grab Rails at the toilets, showers and bathtubs
- Accessible sinks in restroom
- Flip down or removable seating in showers.
- Some rooms to include roll in showers

C-7 Additional guest room amenities

- Turn down service nightly
- Roll away beds available
- Cribs available
- Note all guest rooms to be smoke free.

C-8 Guest Room service

Guest Floor service areas will be located on every guest room level with two (2) service elevators access accessing every level of the tower, podium and below grade service. Hotel service elevators to include electrical and telecom panels as needed in separate closets. For servicing the hotel guest rooms, every level to be equipped with

- Maid's service closet to include storage for clean bed linens and towels, cleaning supplies, paper supplies, magazines, guest room stationary and binders, room service hangtags and guest service manuals. Closet will need to provide enough open space to secure two maids closets at night. Additional space to accommodate rollaway beds and cribs.
- Note: glass sanitizing will be required to meet local health code. If allowed by code, guest room glasses will be collected in racks on every guest room level by housemen each evening and run through the dishwasher in the main kitchen every afternoon.
- Linen chute required from service landing directly to B1 level in basement. Chute to include safety stop and locking mechanism when door is open. Laundry holding room at b1 required to collect, and sort linen.

D. CONDOMINIUM APARTMENTS

As a separate feature to the hotel, 25 full service condo units will be available on levels- 14 through 17. Mix of apartment units to include studios, one bedroom units and two bedroom units. Some

units with balconies or terraces. Apartments access through separate ground level lobby and parking access from level B1

E. ADMINISTRATION

E1. Ground level

Ground level lobby will be strictly for arrival and staffing is limited to doorman, valet parking, bellman and security. With limited available space, support areas will consist of valet parking booth with direct window to exterior, luggage storage and cart storage.

E2. Front office operations

Front desk will consist of two registration pod style stations off the lobby as well as a third fully equipped station for guest services/concierge that can also be used for check in/check out during peak periods. The majority of the front office operations to be directly behind the front desk and consist of the following:

- Open work area for staff
- General Cashier with safe
- Count room directly adjacent to general cashier
- Director office
- PBX/guest services hotline
- **Computer server room for both Rooms/reservations system and restaurant point of sale**

E2. Administrative Suite

Located on level four of the hotel, the administrative suite encompasses the Executive offices, Sales and Catering office and Accounting offices. Specific requirements to include

- Reception area with reception desk, seating area and coat closet.
- Guest Conference Room with conference table with 10-12 seats, project screen, credenza with storage cabinets and storage closet.
- General Managers office accessible through Assistant office.
- 5-7 Director offices at approximate 100 sq. ft each
- Open seating area to accommodate 12-15 sales and catering managers
- Open seating for 2-3 administrative assistants plus 1 diary clerk
- Separate accounting area to include one office for comptroller and work areas for 3-4 staff.
- Storage areas in close proximity to work stations plus remote storage for archive
- Mail room and Copy room
- Single use male and female restrooms
- Pantry, coffee area.

F. BACK OF THE HOUSE OPERATIONS

F1. Loading Dock

Located on level B1 of the complex, the hotel loading will be accessed via a truck ramp on Sevilla Avenue. Loading dock to consist of one truck bays that can accommodate a semi-truck as well as a bay for trash compactor. Loading dock to be visible from Security station and have direct access to receiving area. Loading dock facilities to be equipped with

- Recycling storage area
- Trash Can washing including hook up for hose and drainage
- Storage for empty beer kegs
- Protected storage for canisters, gas cans and flammable materials

F2. Security

The Security desk/office on level b1 will be staffed 24 hours a day with a minimum of eight camera locations visible on screens from the security desk. Camera locations will include all vehicular and pedestrian entrances to the building and public areas. Security desk should have direct access to both employee entrances and loading dock.

F3. Receiving/Food Storeroom.

Receiving area to be located on B1 in close proximity to Loading dock. Receiving area operating from 6:00am to 4:00pm daily, with food storeroom access extended to 5:00pm. Food and general storerooms to include:

- Dry Good storage consisting of Metro shelving or similar in rows. Food products to be a minimum of 12" off the with access below bottom shelf for sweeping/moping
- Vegetable/produce walk in refrigeration.
- Dairy and meat walk/in cooler
- Seafood walk/in refrigeration. Note if walk in refrigerators are combined, seafood needs to be maintained separately.
- Walk in Freezer accessed through dairy/meat walk in
- Secured Beverage Storage
- Refrigerated Beverage Storage and beer cooler
- General storeroom for paper, forms, small equipment, canned fuel and guest room items. Note: can be remote from receiving, food storeroom
- Flammable storage to be limited to loading docks.

F4. Employee Entrance/Human Resources

Employee access to the B1 level is Ponce De Leon Boulevard. Security Check point and bag search at entrance to B1. Application Area to be in same location with direct access to Human Resource Suite. The Human Resource area will include interview room, open space, file storage, and Office for Director. All employees will be required to enter and exit the property through the employee entrance.

F5. Employee Areas

Male and Female locker rooms provided on level B1 with half size lockers for all hourly or uniformed employees. Locker rooms and employee restroom facilities to include:

- 4 toilet stalls /urinals per locker room
- 1 accessible toilet stall
- 4 sinks with full size mirror
- 2 shower stalls per locker room
- 2 changing stalls per locker rom
- Towel storage as needed.

Uniform issue located outside of employee locker rooms to be staffed from 8:00am until 7:00pm with 24 hour soiled uniform drop off. Facilities to include

- Residential washer and dryer for quick turn around
 - Uniform press
 - Storage
 - Sewing machine
 - Hand sink

F6. Employee Cafeteria

Located across from Employee locker room to employee cafeteria/dining to include seating for approximately 50-60 employees. The cafeteria is to be accessible to staff 24 hours a day with

food service from 10:30am to 2:00pm and 4:30pm to 8:00pm. Galley style serving/storage area to include:

- Utensil, dish, cup and tray storage
- Refrigerated or ice bin for cold salads with shelving above for desserts
- Steam table with four insert pans for hot food
- Bain Marie or soup kettle
- Dirty dish rack
- Drink station
- Full size reach in refrigerator
- Utility sink
- Hand sink
- Space for hot food warming box.
- Wall mounted TV
- Pin up boards

Note: all food prep and dishwashing to take place in main kitchen, and the employee cafeteria is only for service.

F7. Housekeeping

Housekeeping area to be located on level B1 in close proximity to guest service elevators. Area to include

- General workroom and meeting space. Phone requests/ help line to be manned from 7:00am until 9:00pm with after-hours calls being directed to hotel operator. General housekeeping staff to be available 24 hours a day to respond to guest requests.
- Director office
- Assistant Director office
- Mini bar Storage
- Lost and Found closet
- Cleaning supply closet
- Chemical storage closet
- Equipment/paper storage
- Linen Storage
- Back up linen (note can be located in parking garage or other remote area of the property).

Note: No in- house laundry. All Guestroom and Food and Beverage linen to be washed by contract service outside of hotel with daily pickup and delivery. Linen pars to accommodate turnaround time as needed. Soiled linen storage to be located in close proximity to loading dock with clean linen storage in housekeeping areas, on guest level service landings and in food and beverage areas with back up linen located on Level B1.

In-house Valet area, within housekeeping department, to coordinate guest dry cleaning and laundry by outside contractor. Pressing iron to be on site for same day turn around and delivery. Mending to be completed by uniform room staff when required.

F8. Property Operations

To deal with maintenance and repair issues in the hotel and serviced condominiums, the hotel will operate a 24 hour property operations working on three shifts. General repair, painting, and maintenance to occur on a 7:00am to 3:00pm shift. Additional maintenance and mechanical to occur on a 3:00 to 11:00 shift and an 11:00 to 7:00 am shift available solely for guest calls. Staff will be required to deal with all mechanical, and plumbing issues in both guest and public areas and available on an as needed basis for condo tenants. Specific Areas within the basement level to be dedicated to workshops for;

- Paint and paint storage

- Light bulb storage
- Furniture repair and touchup (upholstery do be done out of shop)
- TV and phone storage.
- Handyman workshop
- Electrician workshop
- Landscaping, florist, and plant maintenance to be handled by outside contract
- Elevator maintenance handled by outside contract.

F9. Mechanical, Electrical and Plumbing Areas

With major systems located on the B1 level, smaller units distributed throughout the property do minimize ductwork and provide efficient heating and cooling. Note: minimum of 48" transition space located below level 5 of the guest tower to transfer/gather plumbing horizontally above podium.

EXHIBIT “D”

Movie Theatre Operating Standards

- The movie theatre shall be operated as an all VIP theatre experience equivalent in quality, at a minimum, to the Cinepolis, Cine Bistro or Ipic brand of theatres.
- All seating shall be stadium style seating with standard non-handicap seats having the ability to fully recline.
- In theatre dining, including full service of alcoholic beverages, will be provided along with a full service restaurant.
- With the exception of limited screenings of well-known classical movies and special cultural presentations, all film screenings will be of “first run” movies.
- Hours of operation shall be the same as the Mediterranean Village restaurants and retail shops.
- Any patron under the age of 21, shall be required to be accompanied by an adult.

EXHIBIT “E”
Mediterranean Village at Ponce Circle Retail Operating Standards

The developer acknowledges and agrees that active and attractive retail uses that are of interest to and service the project residents, hotel guests, office workers, and the immediate neighborhood and can garner reason for the general public and tourist to consider downtown Coral Gables as a destination for shopping and entertainment activity are of importance to the city as part of its vision for this area.

The Developer acknowledges it has received and reviewed the following: the Urban Villages at Ponce Circle Technical Memorandum of October 27, 2014 by Lambert Associates, and the transcripts of the Peer Review Meetings on the project which took place on November 21, 2014 and September 19, 2014.

The developer agrees with the goals described in these reports and panel discussions and will exercise its best efforts generally to achieve a targeted leasing strategy and operational practices consistent with said goals. The Developer will target an activating of approximately 300,000 square feet of retail, entertainment, food and beverage. Design refinements throughout the development period will be targeted at maximization of the Ponce de Leon frontage, circulatory promptings to the interior plazas and recruitment of two level uses that better feed traffic to the above grade space.

The retail component will include fashion specialty stores, lifestyle retailers, restaurants and cafes, other specialty product shops, services, a cinema and other high appeal commerce. All of the retailers will operate compliant to design criteria requiring attractive retail transparent windows assuring clear views into their operations. They will feature professional creative signage again within guidelines of the project design criteria to assure compatibility to city requirements and the project's overall architecture. Stores will operate seven days a week with hours into the evening (7PM or later), especially food and beverage. Systems and tenant operating rules will prompt back of store delivery, sanitary and functional considerations for trash and wet trash disposal, and subliminal security applications.

EXHIBIT “F”

Mediterranean Village at Ponce Circle Restaurant Operating Standards

- The restaurants will be a mix of fine dining and family/casual full table service restaurants. Three restaurants are identified as quality restaurants and high-turnover (sit-down) restaurants.
- Examples of fine dining restaurants are Capital Grille, Cantina la Veinte, Cipriani, Zuma and Il Gabbiano.
- Examples of family/casual restaurants with full table service are Carrabbas Italian Grill, My Ceviche, and Tony Romas.
- The restaurant proposed for the top two levels of the hotel shall be a fine dining establishment designed in a manner so that members of the public who are not restaurant patrons can still access the space and outdoor terraces so as to admire views of the City and surrounding area.
- All restaurants will be fully open to the public and operate the same or greater hours as the retail stores and movie theatre.
- All restaurants will maintain a high standard of appearance, cleanliness, quality and service.
- All restaurants will feature professional signage compatible with City requirements and the project’s overall architecture and signage program.

EXHIBIT "G"
3001 Ponce Office Building Rules and Regulations

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building as well as to maintain the Building as a "Class A" office facility. Strict adherence to these rules and regulations and any successors or additions thereto is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Landlord reserves the right to amend these rules and regulations and to promulgate additional rules and regulations, so long as such rules and regulations are non-discriminating and uniformly applied to all tenants. Any material violation of these rules and regulations and any successors or additions thereto by Tenant shall constitute a default by Tenant under the Lease.

1. Tenants, and their respective officers, agents and employees shall not block or obstruct any of the entries, passages, doors, elevators, elevator doors, hallways, or stairways of the Building, or place, empty, or throw any rubbish, litter, trash, or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress.
2. The movement of furniture, equipment, machines, merchandise, or materials within, into, or out of the Premises or the Building shall be restricted to time, method, and routing of movement as determined by Landlord or Landlord's management company, upon request from a Tenant, and such Tenant shall assume all liability and risk to property, the Premises and the Building in such move. Tenants shall not move furniture, machines, equipment, merchandise, or materials within, into, or out of the Premises and/or the Building without having first obtained a written permit from the Landlord or the Landlord's management company at least twenty-four (24) hours in advance of such move. Safes, large files, electronic data processing equipment, and other heavy equipment or machines shall be moved into the Building only with Landlord's written consent and placed where directed by Landlord.
3. Landlord will not be responsible for any lost or stolen personal property, equipment, money, or jewelry from any tenants' premises or public rooms regardless of whether or not such loss occurs when the area is locked against entry.
4. Tenants, their respective officers, agents and employees shall not install or operate any refrigerating, heating or air conditioning apparatus, or carry on any mechanical operation, or bring into any Premises or the Building any inflammable fluids or explosives without Landlord's prior written consent. Any space conditioning equipment that is placed in the Premises for the purpose of increasing comfort to tenants shall be operated on sensors or timers that limit operation of equipment to hours of occupancy in the areas immediately adjacent to the occupying personnel.
5. Tenants, their respective officers, agents or employees shall not use any Premises or the Building for housing, lodging, or sleeping purposes or for the cooking or preparation of food without Landlord's prior written consent. Landlord grants to all tenants the right to utilize a microwave oven, toaster oven, vending machine, dishwasher and refrigerator in the kitchen of the Premises, if any.

6. No additional locks or other access devices shall be placed on any door in the Premises or the Building without Landlord's prior written consent. Landlord and Landlord's management company may at all times keep a pass key or other means of access to the Premises.
7. Tenants, their respective officers, agents and employees, shall not permit the operation of any musical or sound-producing instruments or devices which may be heard outside of the Premises or which emanate electrical waves which will impair radio or television broadcasting, or reception from or in the Building. No tenant shall make or permit any improper noises in the Building, and nothing shall be done or maintained on the Premises which may be or become an annoyance or nuisance to the other occupants of the Building. Any activity within the Premises which interferes with television, cable or radio receptions for other occupants of the Building shall be deemed a nuisance and a prohibited activity.
8. Tenants, their respective officers, agents and employees shall, before leaving a Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid by Tenant. Each Tenant, before the closing of the day and leaving the said Premises, shall see that all blinds and draperies are pulled and drawn, and shall see that all doors are locked.
9. All plate and other glass now in a Premises or the Building, which is broken through causes attributable to a Tenant, their respective officers, agents, employees, patrons, licensees, customers, visitors, or invitees, shall be replaced by and at the expense of such Tenant under the direction of Landlord.
10. Tenants shall give Landlord prompt notice of all accidents to, or defects in, air conditioning equipment, plumbing, electric Facility, or any part or appurtenance of a Premises or of adjoining areas.
11. The plumbing Facility shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant who shall have caused it, or whose officers, employees, agents, patrons, customers, licensees, visitors, or invitees shall have caused it.
12. All contractors or technicians performing work for a Tenant within a Premises and/or the Building either shall be Landlord's contractors or technicians or shall be contractors or technicians of such Tenant first reasonably approved by Landlord. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment, or any other physical feature of the Building. None of this work shall be done by a Tenant without the prior written approval of Landlord and any and all such work must be performed in accordance with the work rules established from time to time by Landlord.

13. No showcases or other articles, shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules without Landlord's prior written consent.
14. Glass panel doors that reflect or admit light into the passageways, or into any place in the Building, shall not be covered or obstructed by a Tenant, and Tenants shall not permit, erect, or place drapes, furniture, fixtures, shelving, display cases or tables, lights, signs, or advertising devices in front of, or in proximity of, interior or exterior windows, glass panels or glass doors providing a view into the interior of a Premises, unless same shall have first been approved in writing by Landlord.
15. No space in any Premises and/or the Building shall, without the prior written consent of the Landlord, be used for manufacturing, public sales, or for the storage of merchandise, or for the sale of merchandise, goods, or property of any kind, or for auction.
16. Canvassing, soliciting, and peddling on the Building or the Property is prohibited and each Tenant shall cooperate to prevent the same. Each Tenant shall promptly report such activities to Landlord.
17. There shall not be used in any space, or in the public halls of the Building, either by any Tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.
18. Neither Tenant, nor any officer, agent, employee, patron, customer, visitor, licensee, or invitee of any Tenant shall go upon the roof of the Building without the written consent of the Landlord.
19. The work of the Landlord's janitors or cleaning personnel shall not be hindered by a Tenant after 6:00 p.m., and such work may be done at any time when a Premises is vacant. Notwithstanding anything to the contrary, the windows, doors, and fixtures may be cleaned at any time. Tenants shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, and the like, necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service (if undertaken by the Landlord). In this regard, Tenant shall also empty all glasses, cups, and other containers holding any liquid.
20. In the event a Tenant must dispose of crates, boxes, or other trash which will not fit into office wastepaper baskets, it will be the responsibility of such Tenant to dispose of same. In no event shall a Tenant set such items in the public hallways, or other areas of the Building, for disposal.
21. Tenants are cautioned in purchasing furniture and equipment that the size should be limited to such as can be placed on the elevator and will pass through the doors of the Premises. Large pieces should be made in parts and set up in the Premises. The Landlord

reserves the right to refuse to allow to be placed in the Building any furniture or equipment of any description which does not comply with the above condition.

22. Tenants shall be responsible for any damage to the Premises, including, but not limited to, carpeting and flooring, as a result of: rust or corrosion of file cabinets, roller chairs, metal objects, or spills of any type of liquid.
23. Tenants employing laborers or others outside of the Building shall not have their employees paid in the Building, but shall arrange to pay their payrolls elsewhere.
24. No Tenant shall install any antenna or aerial wires, radio or television equipment, or any other type of equipment, inside or outside of the Building, without the Landlord's prior approval in writing and upon such terms and conditions as may be specified by the Landlord in each and every instance.
25. No Tenant shall make or permit any use of the Premises and/or the Building which, directly or indirectly, is forbidden by law, ordinance, or governmental or municipal regulation, code, or order, or which may be disreputable or dangerous to life, limb, or property.
26. No Tenant shall advertise the business, profession, or activities of Tenant in any manner which violates the letter or spirit of any standard code of ethics adopted by any recognized organization pertaining thereto or use the name of the Building for any purpose other than that of the business address of Tenant or the Building name, in any letterheads, envelopes, circulars, notices, advertisements, containers, or wrapping material, without the Landlord's express written consent.
27. Tenants, their respective officers, agents, employees, patrons, customers, licensees, invitees, and visitors shall not solicit business on the Building, nor shall any Tenant distribute any handbills, or other advertising matter.
28. Tenants shall ascertain from Landlord the maximum amount of electrical current which can safely be used in each Premises, taking into account the capacity of the electric wiring in the Building, and the Premises, and the needs of other tenants in the Building, and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve a Tenant from the obligation not to use more electricity than such safe capacity.
29. Tenants, without the prior written consent of the Landlord, shall not lay linoleum or other similar floor covering.
30. The Landlord shall maintain an entry system which permits Tenants to access the Building on a 24-hour basis, subject to the rights of the Landlord set forth in this paragraph to deny entry to certain persons and to deny entry under certain circumstances. Subject to a Tenant's right to admittance under regulations presented by the Landlord, access to the Building, or the halls, corridors, elevators, or stairways to the Premises may be refused

from 6:00 p.m., Friday, to 7:00 a.m., Monday, on such holidays as the Landlord shall decide, whenever the Building is not open, and during the rest of the week between the hours of 6:00 p.m. and 7:00 a.m. Landlord shall in no case be liable for damages for the admission to or exclusion from the Building of any person whom Landlord has the right to exclude hereunder. Tenant's employees, agents, and visitors shall be permitted to enter and leave the Building whenever appropriate arrangements have been previously made between the Landlord and such Tenant with respect thereto. Each Tenant shall be responsible for all persons for whom it requests such permission, and shall be liable to the Landlord for all acts of such persons. Any person whose presence in the Building at any time shall, in the judgment of the Landlord, be prejudicial to the safety, character, reputation, and interest of the Building, or its Tenants, may be denied access to the Building, or may be ejected therefrom. In case of invasion, riot, public excitement, or other commotion, and in the case of tropical storms or hurricanes, Landlord may prevent all access to the Building during the continuance of the same, by closing the doors or otherwise, for the safety of the Tenants, and protection of property in the Building. Landlord may require any person leaving the Building with any package or other object to exhibit a pass from the Tenant from whose Premises the package or object is being removed.

31. Landlord shall have the right to establish non discriminatory reasonable restrictions on any and all persons performing work in the Building, including, without limitation, by (a) restricting the hours during which work may be performed and restricting access of contractors to certain areas, (b) requiring that all persons performing any work have all necessary licenses and permits to perform the work, and (c) requiring that all persons performing any work have adequate insurance coverage and that Landlord (and any parties designated by Landlord) is a named additional insured on such policy(ies).
32. No dogs, cats, pot belly pigs, reptiles, rodents and/or other animals, livestock or poultry of any kind shall be brought into or kept in or about the Building.
33. Only persons authorized by Landlord will be permitted to furnish ice, drinking water, towels and other similar services to tenants, and only at hours and under regulations fixed by Landlord. However, delivery personnel for reputable and customary purveyors shall be permitted to furnish supplies used by Tenant for the conduct of its business in the Premises.
34. No tenant shall park, store or keep on any portion of the Properties any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck), nor may any tenant keep any other vehicle on the Properties other than automobiles and SUVs which is deemed to be a nuisance by Landlord. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked on the Properties. No tenant shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Properties. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted by Landlord (but automobiles and SUVs shall be permitted).

35. Upon notice of approaching tropical storms and hurricanes, all furniture, objects, and plants must be removed from any balconies or terraces (if any). IN THE EVENT THAT AN EVACUATION ORDER IS ISSUED BY ANY APPLICABLE GOVERNMENTAL AGENCY, ALL TENANTS MUST PROMPTLY COMPLY WITH SAID ORDER. Landlord shall have the right from time to time to establish hurricane preparedness and evacuation policies consistent with the policies of the Building, and all tenants shall fully comply with same.
36. Tenant shall be entitled to receive customary deliveries for Tenant's business, including without limitation Federal Express, UPS and reputable executive courier services. Landlord shall have the right to require that all messengers and other Persons delivering packages, papers and other materials to tenants (i) be directed to deliver such packages, papers and other materials to a person designated by Landlord who will distribute the same to Tenant, or (ii) be escorted by a person designated by Landlord to deliver the same to Tenant. Landlord shall not, however, impose any charge in connection therewith.
37. Smoking shall not be permitted by tenants in any public or common areas of the Building.
38. Landlord will provide collection of recyclable waste via the janitorial service. If Tenant chooses not to use this service, Tenant is required to collect the recyclable waste adhering to the following guidelines:
- (A) Items accepted for recycling are newspapers with inserts; corrugated cardboard; phone books metal cans; brown, green or uncolored glass containers; plastic containers of any color, marked 1, 2 or 3; and milk and juice cartons.
- (B) Unacceptable materials include blue glass; plastic bags or wrap; light bulbs; aerosol cans; junk mail; flower pots and garden plastics; aluminum foil or pie pans; foam containers; and magazines.
- (C) All corrugated cardboard must be broken down, and can be commingled with newspapers as well as all other materials.
- (D) Metal, glass and plastic materials must be rinsed out. Plastic bottles must be flattened and their lids removed.
- (E) Recyclables - may all be commingled in the bins provided.
- (F) Wet newspaper and cardboard will not be collected: On rainy days, please protect these items with a garbage can lid or other cover.
- (G) All recyclables will be disposed in the recycling bins provided as directed by building management.
39. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by the tenants, their employees, licensees or invitees. No tenant shall

encumber or obstruct, or permit the encumbrance or obstruction of any of the sidewalks, plazas, entrances, corridors, escalators, elevators, fire exits or stairways of the Building. Landlord reserves the right to control and operate the public portions of the Building and the public Facility, as well as Facility furnished for the common use of the tenants, in such manner as it in its reasonable judgment deems best for the benefit of the tenants generally.

EXHIBIT “H”
Offsite Improvements

[illegible]

**OVERALL
ILLUSTRATIVE
PUBLIC REALM
PLAN**

L-000

NOTES:
1. ALL SIDEWALKS CONNECTING TO FRED B. HAINTNETT PARK WILL BE REVIEWED AND COORDINATED WITH THE CITY



NOT FOR CONSTRUCTION



EXHIBIT "I"

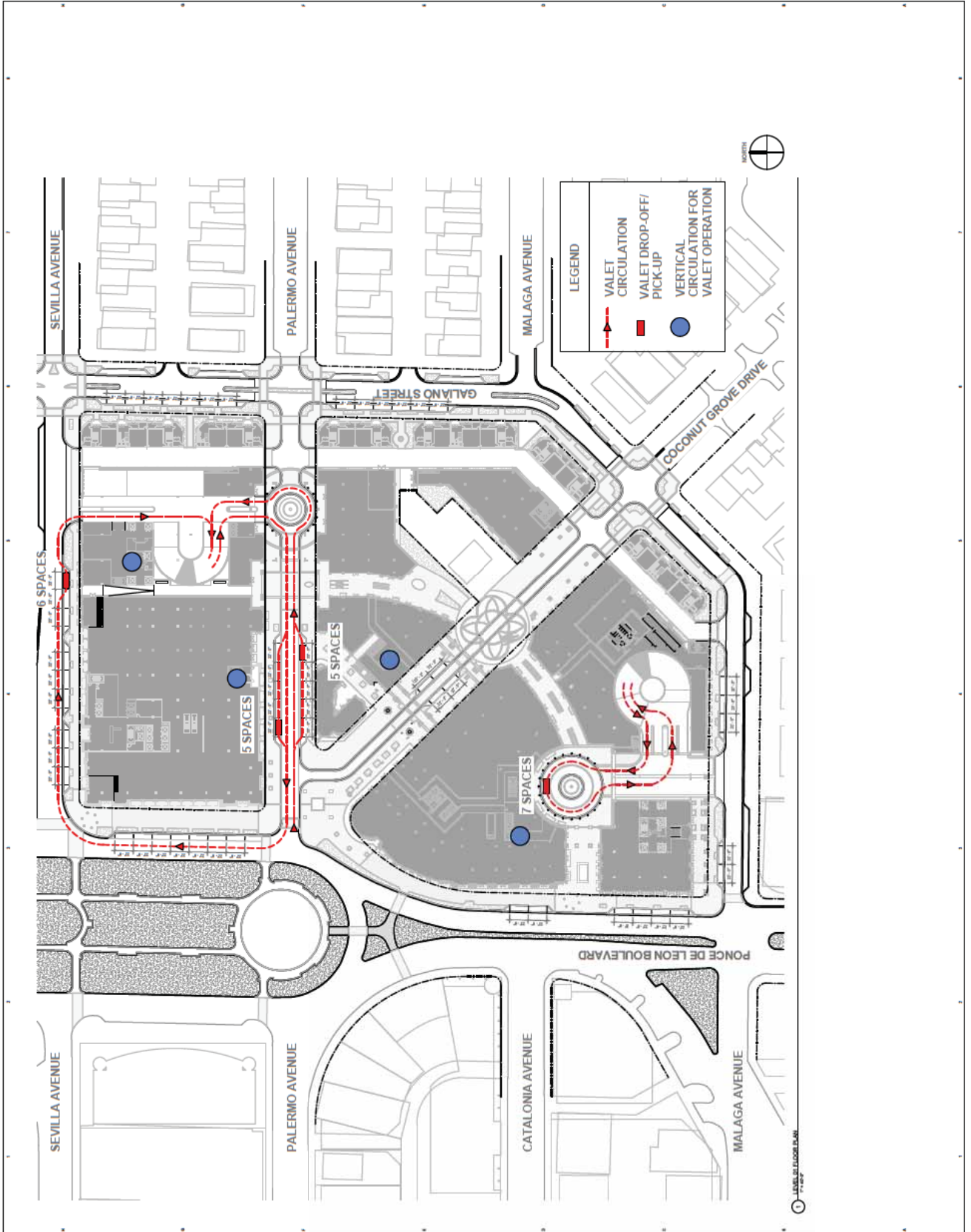
Mediterranean Village Conceptual Valet Operating Plan

Valet service is planned for several uses within the overall project for hotel guests, residential visitors, and retail patrons. All valet parking will be provided within the lower/basement level of the parking area. The following sections summarize the anticipated location of the valet stand for each use and the valet route for each valet stand.

- A hotel valet stand will be provided for hotel guests within the porte cochere located directly off the northbound lanes of Ponce De Leon Boulevard north of Malaga Avenue. Valet drivers will enter the parking area via the downward one-way parking ramp located within the porte cochere immediately north of the valet stand providing direct access to the lower parking level. Valets will return parked vehicles from the lower level via the upward one-way parking ramp located within the porte cochere area immediately south of the valet stand. Note that all valet operations will occur within the porte cochere area for the hotel use and not require exiting or entering onto Ponce de Leon.
- A valet stand will be provided along the south side of Palermo Avenue just west of the site's main parking garage access points. This valet stand will serve both retail patrons of the overall development and guests of the residential tower located along the south side of Palermo Avenue. Valet operators will enter the parking area from the valet stand by performing an eastbound left-turn onto the internal north-south parking service drive and performing a northbound left-turn onto the downward helix to the valet parking area. Valet drivers will retrieve vehicles by traveling on the upward helix from the basement level, performing an eastbound right-turn onto the north-south parking service drive, performing a southbound right-turn onto Palermo Avenue, and returning to the valet stand via the proposed roundabout.
- A residential guest valet will be provided along the south side of Sevilla Avenue adjacent to the north residential tower lobby. Valet drivers will access the parking area by performing an eastbound right-turn onto the north-south parking service drive southbound, performing a southbound right-turn onto the downward helix to the valet parking area. Valet drivers will retrieve by traveling on the upward helix from the basement level to the north-south parking service drive, performing an eastbound right-turn onto the north-south parking service drive, performing a southbound right-turn onto Palermo Avenue westbound, and return to the valet stand via Palermo Avenue westbound, Ponce De Leon Boulevard northbound, and Sevilla Avenue eastbound (clockwise route).
- A residential guest valet will be provided along the north side of Malaga Avenue east of Ponce De Leon Boulevard adjacent to the residential tower lobby. Valet drivers accessing parking will travel westbound on Malaga Avenue, perform a right-turn onto northbound Ponce De Leon Boulevard, perform a right-turn onto eastbound Palermo

Avenue, and a left-turn onto the internal north-south parking service drive accessing the downward helix. Valets returning vehicles to the valet stand from the parking area will utilize the upward helix located along Malaga Avenue immediately east of the residential lobby.

Detailed valet operations/staff plans for each location will be further developed as the project is refined and operating companies are retained.



Historical Significance Letter and Concurrency

February 5, 2014

Ms. Dona M. Spain
Historic Preservation Officer
City of Coral Gables
Historical Resources Department
2327 Salzedo Street, 2nd Floor
Coral Gables, Florida 33134

**Re: 3001 Ponce de Leon Blvd / Folio 03-4117-005-7320 / Lots 1 thru 3 and
16 thru 19, of Coral Gables Crafts Section, as Recorded in Plat Book
102 at Page 69 / Request for Historic Significance Determination**

Dear Ms. Spain:

On behalf of Agave Ponce, LLC, please find the enclosed application for the issuance of a historic significance determination for the above-referenced property.

Included in this package are the following items:

1. Historical Significance Determination Application
2. Survey
3. Color Photographs
4. Processing Fee

If you require any additional information or would like to discuss this request further, please contact me at 305-579-0837. Thank you for your attention to and favorable consideration of the attached application.

Sincerely,



Mario J. Garcia-Serra

RECEIVED
CITY OF CORAL GABLES
HISTORICAL RESOURCES

2014 FEB -6 PM 2:26

**CITY OF CORAL GABLES
HISTORIC SIGNIFICANCE REQUEST
OF ANY STRUCTURE**

☐ Re-Issue

PROPERTY INFORMATION:

Folio Number: 03-4117-005-7320
Property Address: 3001 Ponce de Leon Boulevard
Legal Description: See Exhibit "A"

Original Date of Construction: 1959
Original Architect(s): unknown

OWNER INFORMATION:

Owner: Agave Ponce, LLC
Mailing Address: 2601 S. Bayshore Dr., Suite 1215, Miami, FL 33133
(Please be sure to include City and Zip Code)
Phone number(s): (305) 858-1890

CONTACT INFORMATION:

Applicant Name: Mario Garcia-Serra
Mailing Address: 333 SE 2nd Ave., #4400, Miami, FL 33131
(Please be sure to include City and Zip Code)
Phone number(s): (305) 579-0837

THE FOLLOWING MUST BE PROVIDED AS PART OF THE REQUEST (as detailed on page 1):

- Survey (5 years old or younger)
- Letter of Request/Intent
- Color Photographs of all sides of all buildings on the site (All photographs submitted must be labeled)
- Processing Fee: \$100.00 (Cash or Checks. Checks made payable to: *The City of Coral Gables*)

-Staff Use Only-

EDEN SYSTEM PERMIT #: _____

Determination: The property ☐ does not meet the minimum eligibility criteria for designation as a local historic landmark at the present time.
☐ does meet the minimum eligibility criteria for designation as a local historic landmark.

2014 FEB - 6 PM 2: 26
RECEIVED
CITY OF CORAL GABLES
HISTORICAL RESOURCES

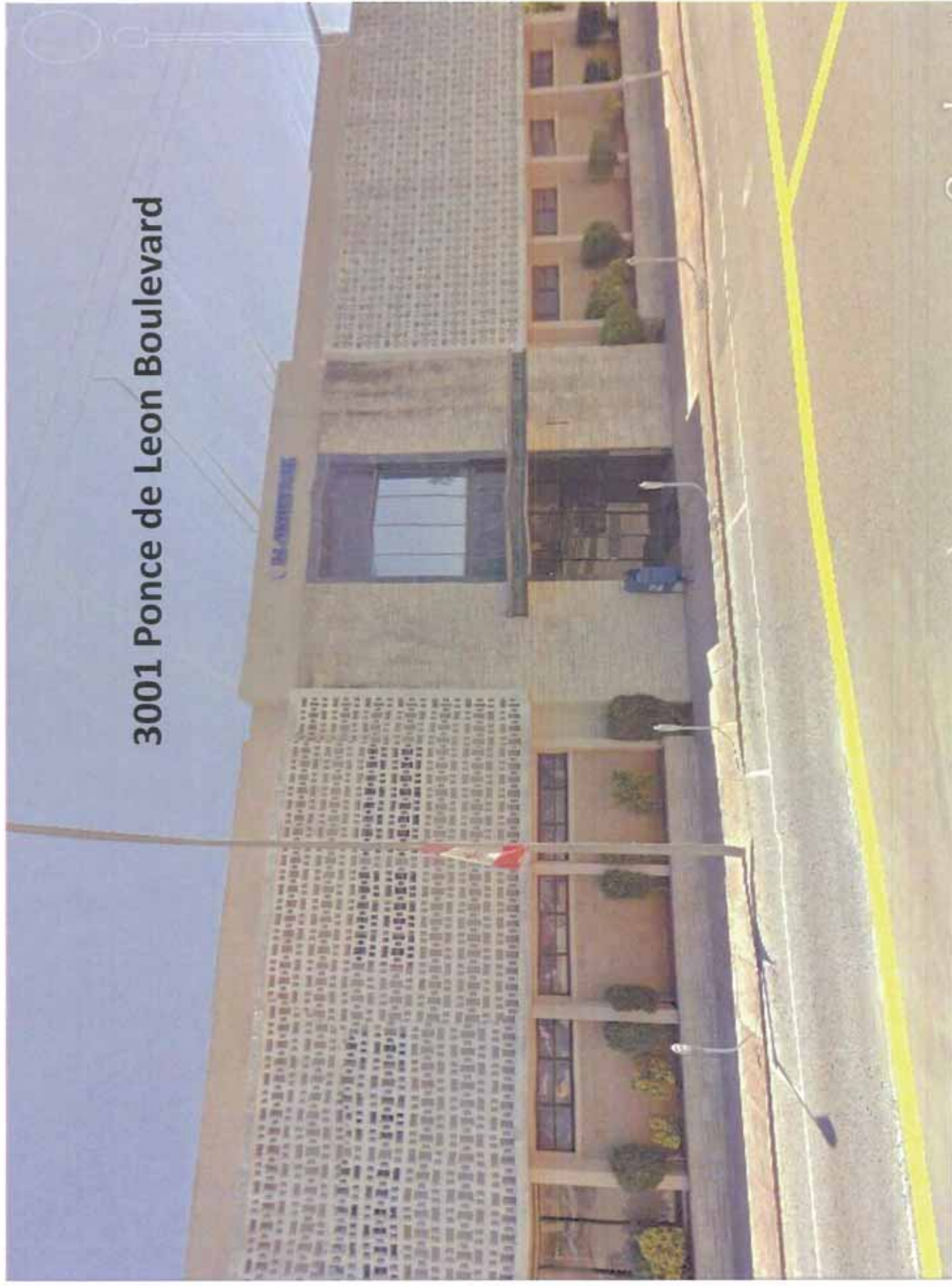
Note: The Historical Resources staff may require review by the Historic Preservation Board if the building to be demolished is considered eligible for local designation.

Any change from the foregoing may only be made upon a demonstration of a change in the material facts upon which this determination was made. Please be advised that this determination does not constitute a development order.

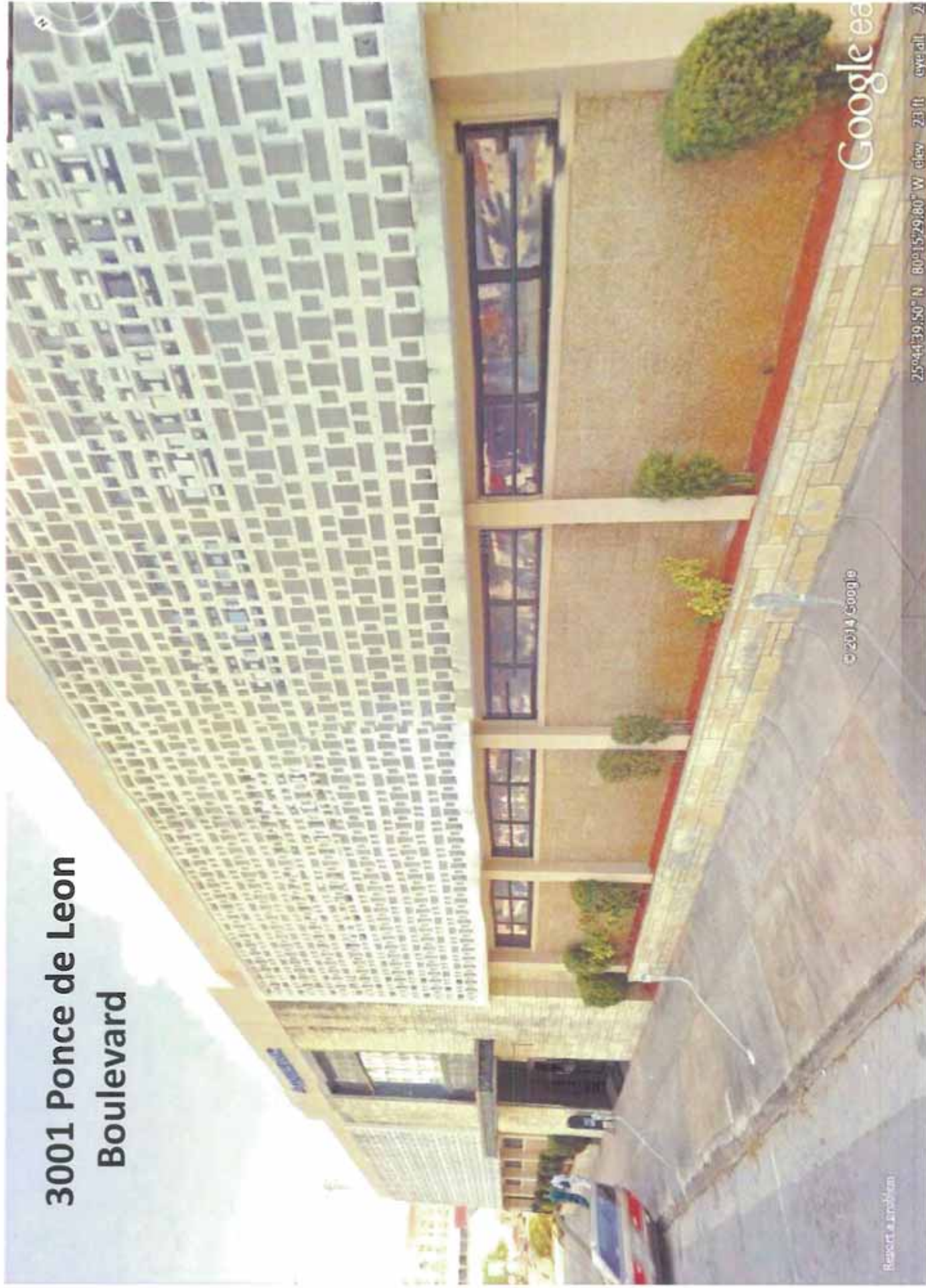
Exhibit "A"

Lots 1, 2, 3, 16, 17, 18 and 19, of CORAL GABLES CRAFT SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida; AND TRACTS A, B and C of CATAMAL CORNER, according to the plat thereof as recorded in Plat Book 102, Page 69 of the Public Records of Miami-Dade County, Florida; AND Lots 6 and 7, less the northeasterly 107.5 ft. thereof, Block 30, of CORAL GABLES CRAFT SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

3001 Ponce de Leon Boulevard



3001 Ponce de Leon Boulevard



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[Report a problem](#)

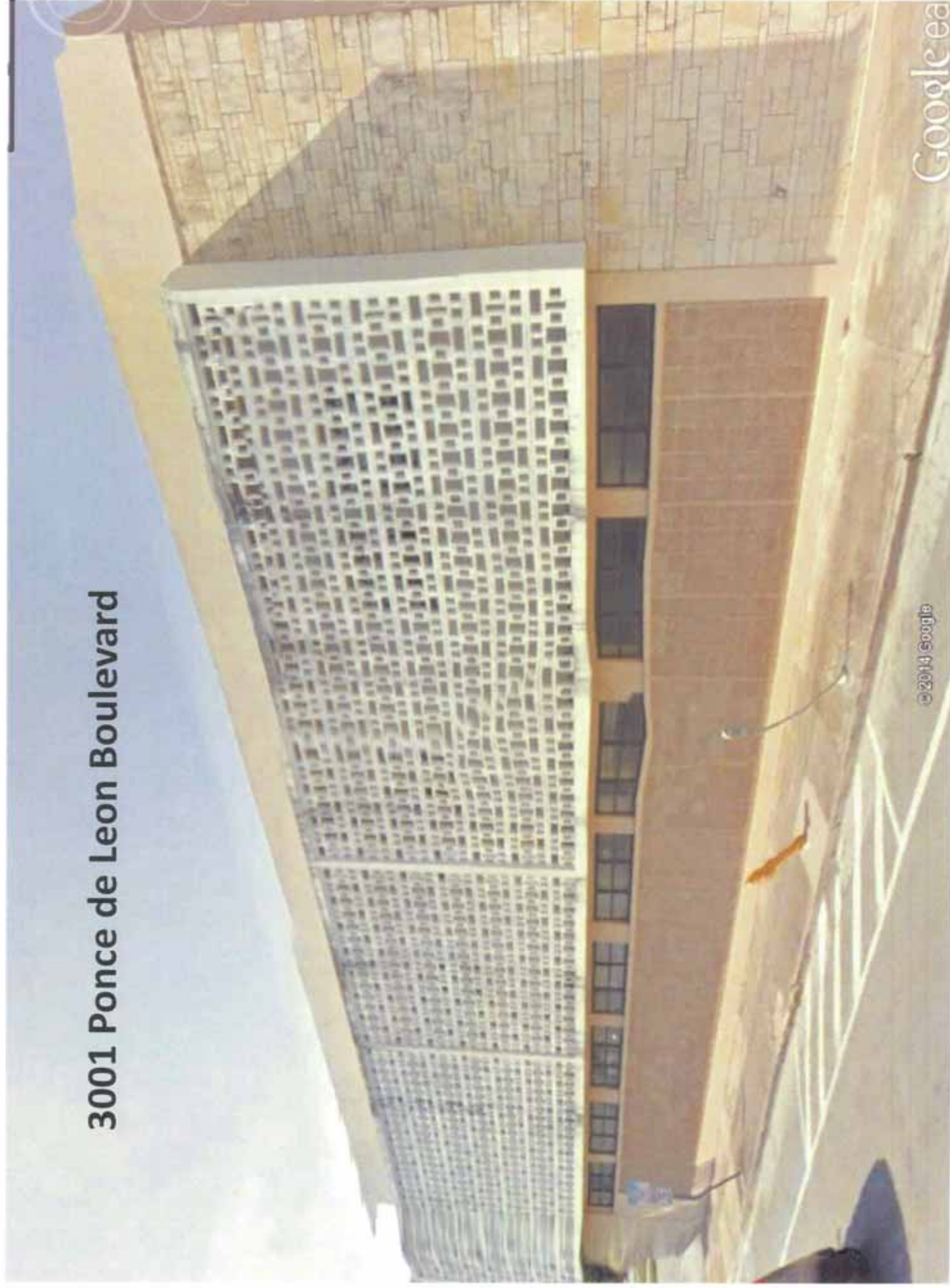
Google e

25°44'39.50" N 80°15'29.80" W elev 23 ft eye alt 2

3001 Ponce de Leon Boulevard



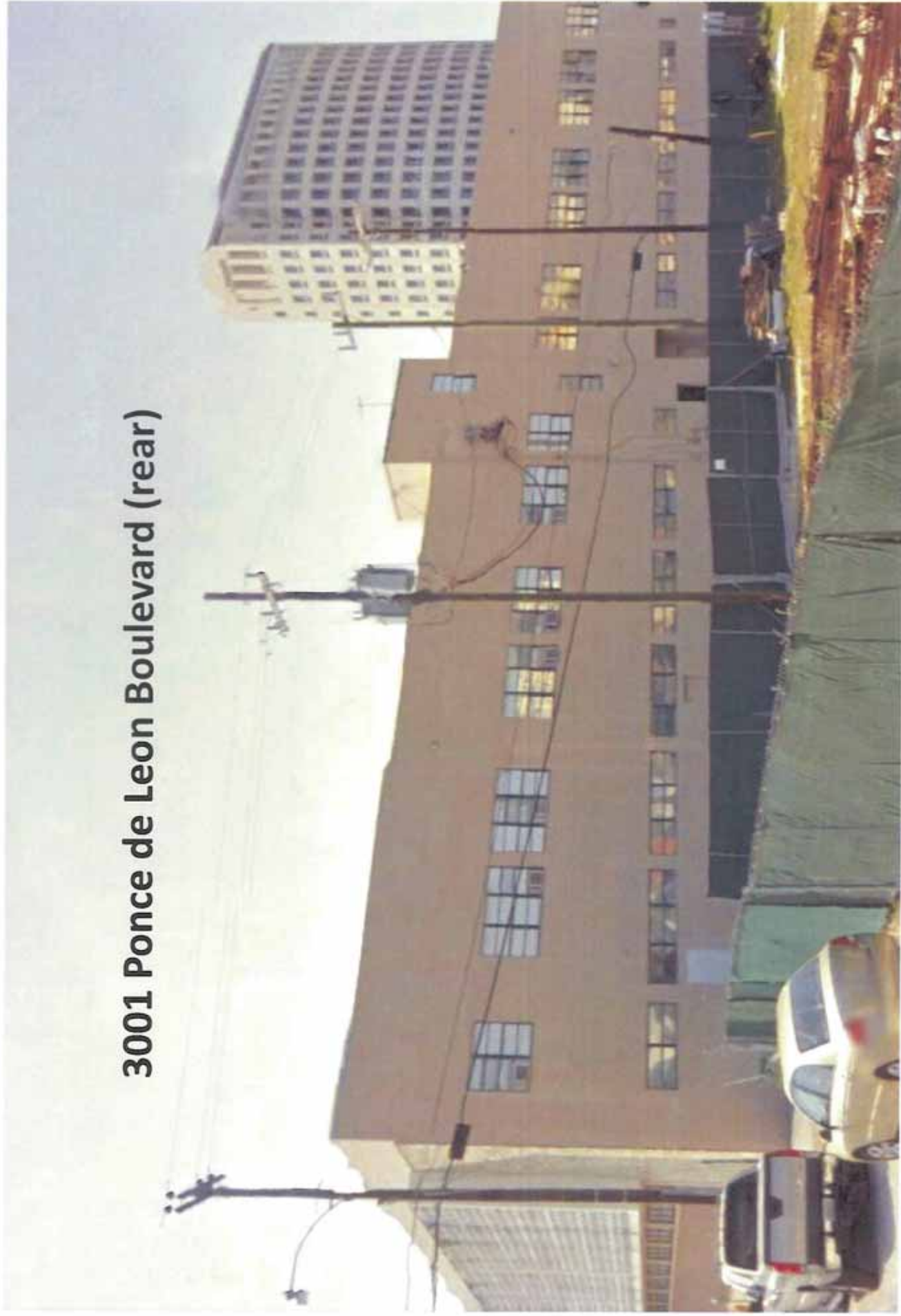
3001 Ponce de Leon Boulevard



© 2014 Google

Google

3001 Ponce de Leon Boulevard (rear)



February 5, 2014

Ms. Dona M. Spain
Historic Preservation Officer
City of Coral Gables
Historical Resources Department
2327 Salzedo Street, 2nd Floor
Coral Gables, Florida 33134

Re: Building at approximately 119 Palermo Avenue, between Ponce de Leon Boulevard and Galiano Street / Folios 03-4117-069-0050, 03-4117-069-0060, 03-4117-069-0070, and 03-4117-069-0080 / All of Block 4, of Ponce Place Villas East, as Recorded in Plat Book 168 at Page 42 / Request for Historic Significance Determination

Dear Ms. Spain:

On behalf of Agave Ponce, LLC, please find the enclosed application for the issuance of a historic significance determination for the above-referenced property.

Included in this package are the following items:

1. Historical Significance Determination Application
2. Survey
3. Color Photographs
4. Processing Fee

If you require any additional information or would like to discuss this request further, please contact me at 305-579-0837. Thank you for your attention to and favorable consideration of the attached application.

Sincerely,



Mario J. Garcia-Serra

RECEIVED
CITY OF CORAL GABLES
HISTORICAL RESOURCES

2014 FEB -6 PM 2:26

**CITY OF CORAL GABLES
HISTORIC SIGNIFICANCE REQUEST
OF ANY STRUCTURE**

☐ Re-Issue

PROPERTY INFORMATION:

Folio Number: 03-4117-069-0050, 03-4117-069-0060, 03-4117-069-0070, and 03-4117-069-0080

Property Address: Approximately 119 Palermo Ave., between Ponce de Leon Blvd. and Galiano St.

Legal Description: Lots 1, 2, 3, and 4 of Block 2, of Ponce Place Villas East,
as recorded at Plat Book 168, Page 42 of the Public Records of Miami-Dade County

Original Date of Construction: unfinished

Original Architect(s): unknown

OWNER INFORMATION:

Owner: Agave Ponce, LLC

Mailing Address: 2601 S. Bayshore Dr., Suite 1215, Miami, FL 33133

(Please be sure to include City and Zip Code)

Phone number(s): (305) 858-1890

CONTACT INFORMATION:

Applicant Name: Mario Garcia-Serra

Mailing Address: 333 SE 2nd Ave., #4400, Miami, FL 33131

(Please be sure to include City and Zip Code)

Phone number(s): (305) 579-0837

THE FOLLOWING MUST BE PROVIDED AS PART OF THE REQUEST (as detailed on page 1):

- Survey (5 years old or younger)
- Letter of Request/Intent
- Color Photographs of all sides of all buildings on the site (All photographs submitted must be labeled)
- Processing Fee: \$100.00 (Cash or Checks. Checks made payable to: *The City of Coral Gables*)

-Staff Use Only-

EDEN SYSTEM PERMIT #: _____

Determination: The property ☐ does not meet the minimum eligibility criteria for designation as a local historic landmark at the present time.

☐ does meet the minimum eligibility criteria for designation as a local historic landmark.

Note: The Historical Resources staff may require review by the Historic Preservation Board if the building to be demolished is considered eligible for local designation.

Any change from the foregoing may only be made upon a demonstration of a change in the material facts upon which this determination was made. Please be advised that this determination does not constitute a development order.

RECEIVED
CITY OF CORAL GABLES
HISTORICAL RESOURCES
2014 FEB -6 PM 2:27



The City of Coral Gables

Historical Resources Department

March 3, 2014

Agave Ponce LLC
2601 S. Bayshore Drive, Suite 1215
Miami, FL 33133

Re: 119 Palermo Avenue, between Ponce de Leon Boulevard and Galiano Street, Lots 1, 2, 3, and 4 of Block 2 of Ponce Place Villas East, as recorded in Plat Book 168 at Page 42 of the public records of Miami-Dade County Florida

Dear Sirs:

Section 3-1107(g) of the Coral Gables Zoning Code states that "All demolition permits for non-designated buildings and/or structures must be approved by the Historic Preservation Officer or designee. The approval is valid for six (6) months from issuance and shall thereafter expire and the approval is deemed void unless the demolition permit has been issued by the Development Services Department. The Historic Preservation Officer may require review by the Historic Preservation Board if the building and/or structure to be demolished is eligible for designation as a local historic landmark or as a contributing building, structure or property within an existing local historic landmark district. This determination of eligibility is preliminary in nature and the final public hearing before the Historic Preservation Board on Local Historic Designation shall be within sixty (60) days from the Historic Preservation Officer determination of "eligibility." Consideration by the Board may be deferred by mutual agreement by the property owner and the Historic Preservation Officer. The Historic Preservation Officer may require the filing of a written application on the forms prepared by the Department and may request additional background information to assist the Board in its consideration of eligibility. Independent analysis by a consultant selected by the City may be required to assist in the review of the application. All fees associated with the analysis shall be the responsibility of the applicant. The types of reviews that could be conducted may include but are not limited to the following: property appraisals; archeological assessments; and historic assessments."

Therefore, please be advised that after careful research and study of our records and the information you presented the following information has been determined:

119 Palermo Avenue, between Ponce de Leon Boulevard and Galiano Street, Lots 1, 2, 3, and 4 of Block 2 of Ponce Place Villas East, as recorded in Plat Book 168 at Page 42 of the public records of Miami-Dade County Florida, does not meet the minimum eligibility criteria for designation as a local historic landmark. Therefore, the Historical Resources staff will not require review by the Historic Preservation Board if an application is made for a demolition permit.

Please note that, pursuant to Section 2-705(b)(15) of the Coral Gables Zoning Code, this determination does not constitute a development order and is valid for a period of six (6) months. In the case where the Historic Preservation Officer or designee determines that the property does not meet the minimum eligibility criteria for designation, a permit for the demolition of the property must be issued within the six-month period.

Upon expiration of the six-month period, you will be required to file a new application. Any change from the foregoing may be made upon a demonstration of a change in the material facts upon which this determination was made.

If you have any further questions concerning this matter, please do not hesitate to contact this office.

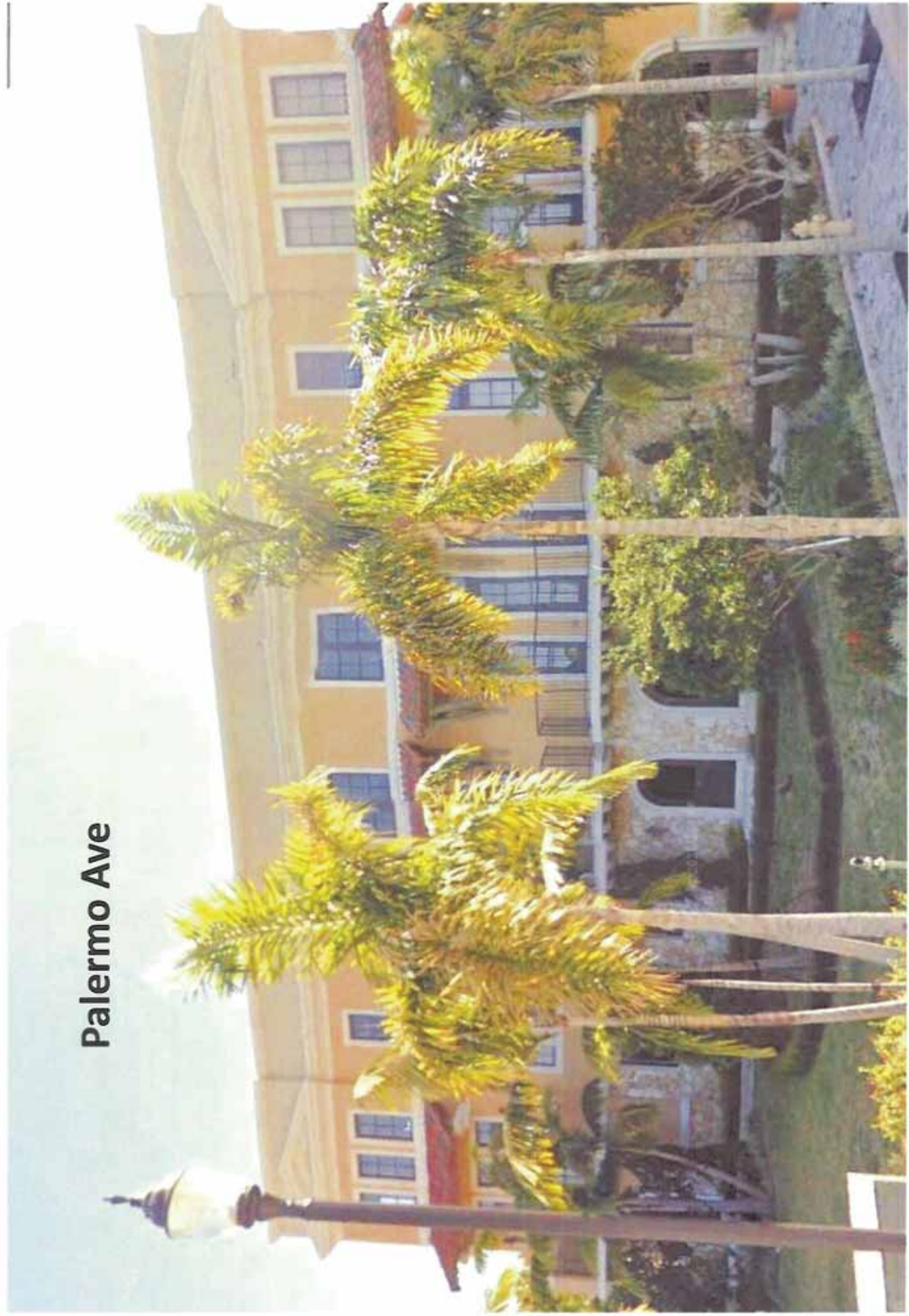
Sincerely,

A handwritten signature in black ink, appearing to read "Dona M. Spain", with a long horizontal flourish extending to the right.

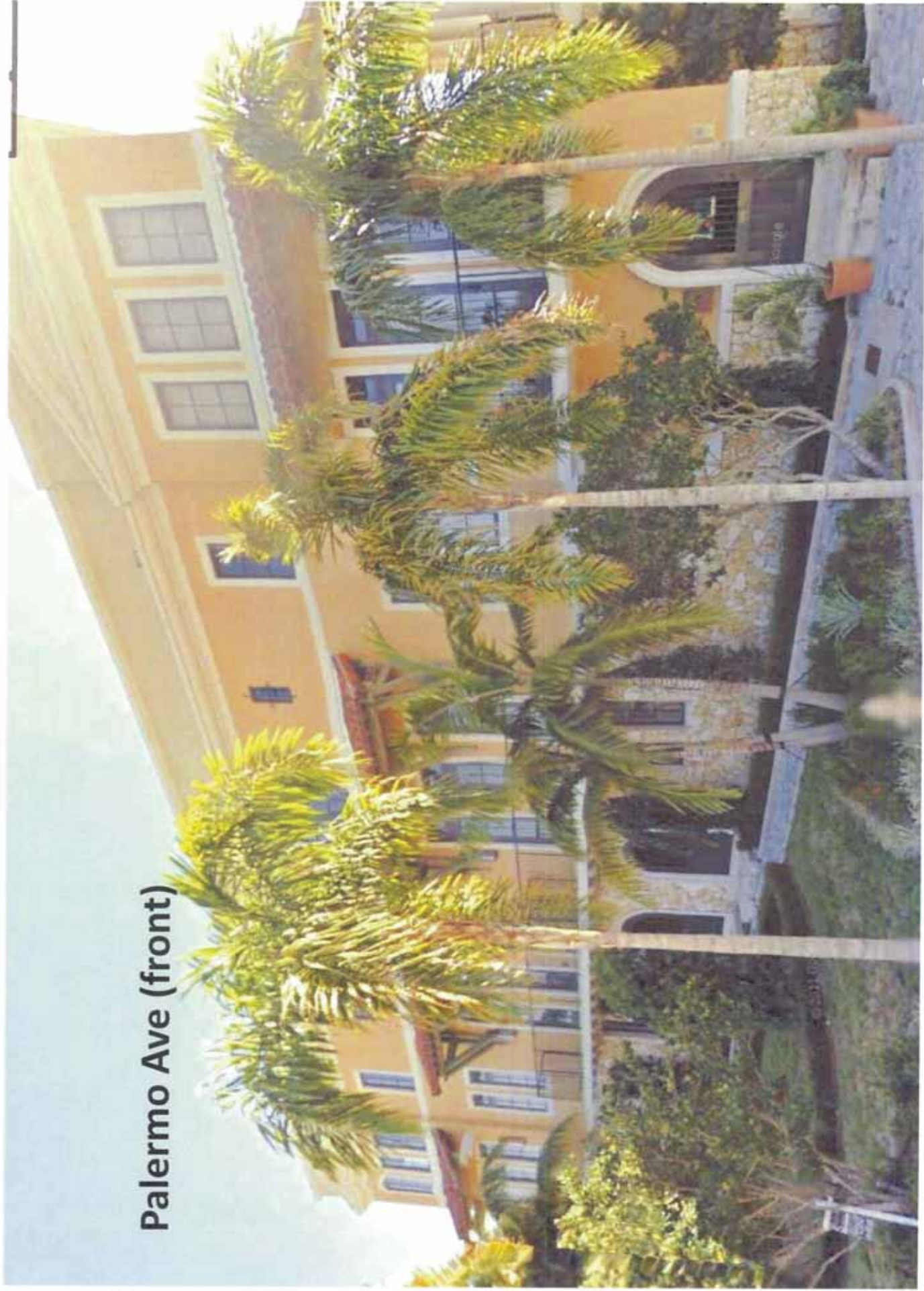
Dona M. Spain
Historic Preservation Officer

cc: Mario Garcia-Serra, 333 SE 2nd Avenue, #4400, Miami, FL 33131
Craig Leen, City Attorney
Bridgette Thornton, Deputy City Attorney
Jane Tompkins, Development Services Director
Charles Wu, Assistant Development Services Director
Ramon Trias, Planning & Zoning Director
William Miner, Building Director
Virginia Goizueta, Plans Processor Lead
Historical Significance Request Property File

Palermo Ave



Palermo Ave (front)



**Palermo Ave
(facing south)**



Palermo Ave (rear)



GREENBERG TRAURIG

Vendor No. 03191
Vendor Name: CITY OF CORAL GABLES

Check No. 607774
Check Date: 02/06/14

DATE	INVOICE NUMBER	DESCRIPTION	NET AMOUNT
02/05/2014	01020514100A	147608.010100 MGR/mjl Historic Significance Request	\$ 100.00
TOTAL:			\$ 100.00

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

GT GreenbergTraurig

8400 N.W. 36th Street
Suite 400
Miami, FL 33166

Wells Fargo Bank, N.A.
Florida

No. 607774

DATE

02/06/2014

63-751/631

NOT NEGOTIABLE AFTER 90 DAYS FROM ISSUE

PAY

One Hundred & no/100 Dollars

\$*****100.00

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER \$10,000.00

GREENBERG TRAURIG
Operating Account

Cesar L. Alvarez

TO
THE
ORDER
OF

CITY OF CORAL GABLES

Void if Over \$100.00

⑈607774⑈ ⑆063107513⑆ 2000014648647⑈

Spain, Dona

From: Leen, Craig
Sent: Wednesday, March 26, 2014 4:15 PM
To: Spain, Dona
Cc: 'Susan L. Trevarthen'
Subject: Response to Opinion Request Re: Old Spanish Village PAD
Attachments: Ord. No. 2006.23.pdf; Old Spanish Village ORD 2007-27.1 09 25 2007.pdf

Importance: High

Dona,

You inquired about the demolition request you received for 3001 Ponce de Leon Boulevard. You noted that the property is included within a Planned Area Development (PAD), which was approved in ordinance number 2006-23 and amended in ordinance number 2007-27.1, the approved plans of which show that this building would be demolished, and a new building would be constructed in its place. Indeed, Ordinance No. 2007-27.1 expressly addresses the proposed new building at 3001 Ponce de Leon Boulevard in its text. The conditions of approval of the PAD protect the one existing historically designated landmark on site, which was not proposed for demolition and was instead proposed to be preserved. In contrast, the conditions of approval of the PAD do not call for preserving 3001 Ponce de Leon Boulevard. The PAD was conditioned to incorporate these drawings.

Moreover, the PAD was conditioned to approve deviations from other requirements of the Zoning Code substantially as follows, both at approval in 2006 and when amended in 2007:

"To the extent that certain provisions of Article 9 of the Zoning Code, requiring specific minimum standards, are in conflict with other provisions of the City's Codes, Zoning Codes and regulations, as approved or recommended for approval by the Planning and Zoning Board, Board of Adjustment and Board of Architects, those **inconsistent provisions of Article 9 are superseded** to the extent of such conflict, as follows:

- a. The actions, designs, construction and/or other solutions proposed by the applicant, although not literally in accord with the special regulations in the PAD ordinance, satisfy regulations in Article 28 and Article 3, the Coral Gables Mediterranean Architectural Style Design Bonuses and the Mixed Use District Regulations, respectively, and, **by virtue of compliance with these regulations, provide public purposes to at least an equivalent degree; and,**
- b. Pursuant to Section 9-3 a and b, **by virtue of compliance with Article 28 - the Coral Gables Mediterranean Architectural Style Design Bonus and Article 3 - Mixed Use District regulations, the proposed amendments to the approved "Old Spanish Village" project furthers the purpose and intent of the PAD ordinance and other applicable land development regulations cited above."**

See Ordinance Nos. 2006-23 and 2007-27.1, attached, and Section 3-502.B. in the current Zoning Code Article 3, Division 5 (the PAD regulations which used to be in Article 9.)

Accordingly, after reviewing this matter, and conferring with special counsel, it is my office's opinion that your ability to review whether to preserve this building has been precluded by the prior ordinances of the City Commission, which clearly have approved its demolition. City staff is bound to ordinances of the City Commission, and you are therefore bound to sign the demolition permit pursuant to these ordinances.

Craig E. Leen
City Attorney
City of Coral Gables

CITY OF CORAL GABLES

- MEMORANDUM -

TO: RAMON TRIAS
PLANNING & ZONING DIRECTOR
DEVELOPMENT REVIEW COMMITTEE
(DRC) CHAIRMAN

DATE: MARCH 27, 2014

FROM: 
DONA M. SPAIN
HISTORIC PRESERVATION OFFICER

SUBJECT: DEVELOPMENT REVIEW
COMMITTEE REVIEW
2801 PONCE DE LEON BLVD --
AGAVE PONCE

The Historical Resources Department has reviewed the "2801 Ponce de Leon Blvd -- Agave Ponce" and has the following comments:

2901 Ponce de Leon Blvd, a Local Historic Landmark, is located within the boundaries of this project. An underground parking structure is proposed adjacent to this building. Please provide the Historical Resources Department, the Building Official and the Structural Engineer for the City with the plans for protection of this building and its foundation.

In addition, please see attached.

NOTE: This sketch is not just lines it shows the physical planned survey and map.		This sketch represents a "Boundary Survey."	
NAME OF THE SURVEYOR S. H. HARRIS & ASSOCIATES, INC. (A-67)	DATE 6-21-1977	DATE OF THE SURVEY 6-21-1977	NAME OF THE SURVEYOR S. H. HARRIS & ASSOCIATES, INC. (A-67)
2000 CORNER NW 1/4 SEC. 36 T. 20N. R. 10E. S. 20E.		2000 CORNER NW 1/4 SEC. 36 T. 20N. R. 10E. S. 20E.	

BOUNDARY SURVEY WITH ELEVATIONS
Prepared For:
Agave Forest, LLC
2601 South Bayshore Drive, Suite 1215
Miami, Florida 33133
Section 17, Township 54 South, Range #1 East, City of Coral Gables, Miami-Dade County, Florida

[illegible]

BOUNDARY SURVEY WITH ELEVATIONS

Prepared For:
Agave Pance, LLC
2601 South Bayshore Drive, Suite 1215
Miami, Florida 33133

Prepared for:

Section 17, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida

Note (continued):

[illegible]

SURVEYOR'S NOTES:

[illegible]

NOTE

[illegible]

Continued to right

LEGAL DESCRIPTION:

[illegible]

15 UNDER 15 SECTION, DEPT. OF MIAMI-DADE COUNTY.

CERTIFIED TO:
 Igave Ponce, LLC
 1901 Ponce, LLC
 First American Title Insurance Company
 1100 South Main Street, Suite 100, New Orleans, LA 70119

HEREBY CERTIFY:

that the attached "BOUNDARY SURVEY" of the lands shown herein is true and correct to the best of my knowledge and belief as recently surveyed and drawn under my supervision and direction. This survey complies with the applicable Minimum Technical Standards adopted by the Florida State Board of Professional Surveyors and Mappers as contained in Chapter 50-17, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

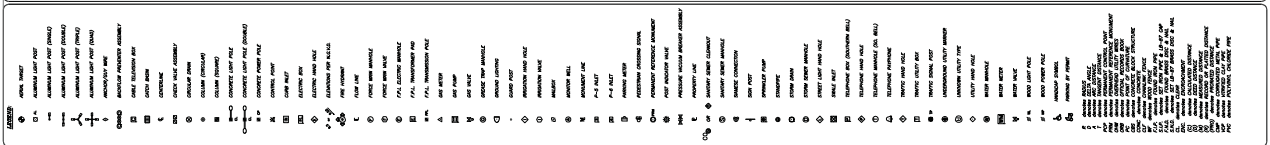
Schwabe-Siskin & Associates, Inc.

By: Mark Steven Johnson, Secretary-Treasurer
Professional Land Surveyor No. 4775
State of Florida

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[illegible]

Prepared For:
Agave Pince, LLC
2601 South Bayshore Drive, Suite 1215
Miami, Florida 33133



Josh Bailey

From: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>
Sent: Monday, November 03, 2014 12:00 PM
To: Trias, Ramon; 'McLaughlin, Megan'
Cc: 'Eddy Avila'; Josh Bailey; Dan Freed
Subject: FW: Mediterranean Village (f/k/a Old Spanish Village) / Historic Structure Items
Attachments: Mediterranean Village - Application Sufficiency Review Letter.pdf

Ramon and Megan,

Good morning. FYI. Please see my exchange below with Dona Spain.

Best regards,

Mario



Mario Garcia-Serra | Shareholder
600 Brickell Avenue
Brickell World Plaza
Suite 3500
Miami, Florida 33131

P 305-376-6061 F 786-425-4104
gunster.com

From: Spain, Dona [<mailto:dspace@coralgables.com>]
Sent: Monday, November 03, 2014 11:37 AM
To: Garcia-Serra, Mario
Subject: FW: Mediterranean Village (f/k/a Old Spanish Village) / Historic Structure Items

Yes, I agree with those statements.

Dona M. Spain
Historic Preservation Officer
City of Coral Gables, Florida
(305)460-5095

From: Garcia-Serra, Mario [<mailto:MGarcia-Serra@gunster.com>]
Sent: Monday, November 03, 2014 11:35 AM
To: Spain, Dona
Subject: Mediterranean Village (f/k/a Old Spanish Village) / Historic Structure Items

Dear Dona,

As we discussed at our meeting on October 24th with regards to Items 7(a) and 7(b) of the attached letter, please confirm that you are in agreement with the following:

1. A certificate of appropriateness will not be required at this time for the above referenced project, since no improvements are presently proposed for the only historically designated structure on the site, the Arts Center Building located at 2901 Ponce de Leon Boulevard. When improvements are proposed for the Arts Center Building, you will make a determination as to whether a standard or special certificate of appropriateness is required.
2. The plan to ensure preservation of the historic structure during construction of the project will be required and prepared as part of the project's construction staging plan approval process.

Best regards,

Mario



Mario Garcia-Serra | Shareholder
600 Brickell Avenue
Brickell World Plaza
Suite 3500
Miami, Florida 33131

P 305-376-6061 F 786-425-4104
gunster.com

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

CORAL GABLES CONCURRENCY MANAGEMENT

Concurrency Information Statement

This Concurrency Information Statement is for informational purposes only and reflects the availability of public services only at the time statement is issued.

The available capacity for each public service is monitored and updated as development orders are issued by the city, and the applicant cannot be assured that the necessary public services will be available for a development order (e.g. any change in use) at a future date.



ACAVE PONCE LLC.
2801 PONCE DE LEON BLVD.
Coral Gables, FL

Multi Family Dwellings: 214 units
Townhouse Dwellings: 15 units
Discount Store: 295000 Sq.Ft.
Professional Office: 315000 Sq.Ft.
Quality Restaurant: 29000 Sq.Ft.
Hotel: 184 rooms
STATUS=P

Date Printed: 11/6/2014
Development Order: 0
Record Number: 3254
Assoc. Demolition Record: 0

Zones:

Traffic	Fire Protection	Flood Protection	Parks and Recreation
27	201	X	3

Concurrency Needs

Minimum Required Elevation (ft): 0

Adequate Water Flow for Commercial & Residential Fire Protection

	Site Demand	Zone Capacity	Zone Demand	Concurrent	
Trips	27266			OK	Within Urban Infill Area
Golf Course	0.038666686	47.41	0.436656821	OK	
Tennis Courts	0.386666628	40.35	4.366566358	OK	
Racquetball Courts	0.05046	6.23	0.56991	OK	
Basketball Courts	0.16588	15.34	1.87348	OK	
Ball Diamonds	0.10382	6.27	1.17247	OK	
Playing Fields	0.10382	7.27	1.17247	OK	
Swimming Pools	0.0116	3.13	0.11945	OK	
Equipped Playing Areas	0.116	6.34	1.3105	OK	
Special Recreation Facilities	1.74	93.84	17.914	OK	
Neighborhood Parks (acres)	0.435	5.62	4.9132	OK	
Mini Parks (acres)	0.0232	0.97	0.262	OK	
Open Space (acres)	0.058	1.53	0.6559	OK	
Water Flow (gpm)	3000	3000	3000	OK	

Application Fee: \$190.31

Statement Issued by:

Application Date: 11/6/2014

Expiration Date: N/A

Comments: CONSTRUCT (15) TOWNHOUSES, (214) MULTI-FAMILY RESIDENTIAL UNITS, (295,000) SQ. FT. RETAIL, (315,000) SQ. FT. OFFICE, (29,000) SQ. FT. RESTAURANTS WITH (2500) SEATS AND HOTEL WITH (184) ROOMS

Although the purposed use for which this Concurrency Statement is issued is located in the Urban Infill Area of the City of Coral Gables, and the Statement does not reflect the actual trips that would be generated for this use, Concurrency Fees are applicable and will be assessed.



Concurrency Management System (CMS)

Miami Dade County Public Schools

Miami-Dade County Public Schools

Concurrency Management System School Concurrency Determination

MDCPS Application Number: SP0314110601357 Local Government (LG): Coral Gables
Date Application Received: 11/6/2014 8:56:42 AM LG Application Number: 305-460-5236
Type of Application: Site Plan Sub Type: Redevelopment

Applicant's Name: Mediterranean Village @ Ponce Circle
Address/Location: 2801, 2901, 3001 Ponce De Leon Blvd.
Master Folio Number: 0341170055390

Additional Folio Number(s): 0341170055391, 0341170055470, 0341170055480, 0341170055510, 0341170055500, 0341170690240, 0341170690250, 0341170690010, 0341170690020, 0341170690030, 0341170690040, 0341170690050, 0341170690060, 0341170690070, 0341170690080, 0341170690270, 0341170690260, 0341170690280, 0341170690290, 0341170690100, 0341170690110, 0341170690120, 0341170690130, 0341170690140, 0341170690150, 0341170690160, 0341170690170, 0341170690200, 0341170690210, 0341170690220, 0341170690230, 0341170690190, 0341170690180, 0341170690300, 0341170057320, 0341170057370, 0341170057380, 0341170057390, 0341170057400, 0341170057410,

PROPOSED # OF UNITS 229
SINGLE-FAMILY DETACHED UNITS: 0
SINGLE-FAMILY ATTACHED UNITS: 15
MULTIFAMILY UNITS: 214

CONCURRENCY SERVICE AREA SCHOOLS

CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
5401	SUNSET EL - GEORGE CARVER EL - CORAL GABLES EL	147	12	12	YES	Current CSA
962	CORAL GABLES PREPARATORY ACADEMY (MID COMP)	0	7	0	NO	Current CSA
962	CORAL GABLES PREPARATORY ACADEMY (MID COMP)	0	7	0	NO	Current CSA Five Year Plan
6741	PONCE DE LEON MIDDLE	89	7	7	YES	Current CSA
7071	CORAL GABLES SENIOR	-452	8	0	NO	Current CSA
7071	CORAL GABLES SENIOR	130	8	8	YES	Current CSA Five Year Plan

ADJACENT SERVICE AREA SCHOOLS

*An Impact reduction of 21.13% included for charter and magnet schools (Schools of Choice).

MDCPS has conducted a public school concurrency review for this application and has determined that it **DOES MEET (Concurrency Met)** all applicable LOS Standards for a Final Development order as adopted in the local Government's Educational Element and incorporated in the Interlocal Agreement for Public School Facility Planning in Miami-Dade County.

Master Concurrency Number: MA0314110601357 Total Number of Units: 229
Issue Date: 11/6/2014 4:00:18 PM Expiration Date: 11/6/2015 4:00:18 PM
Capacity Reserved: Elementary:12 / Middle:7 / Senior: 8

MDCPS Administrator

MDCPS Authorized Signature



Concurrency Management System (CMS)

Miami Dade County Public Schools

Miami-Dade County Public Schools

Concurrency Management System School Concurrency Determination

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PROPOSED # OF UNITS 229
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CONCURRENCY SERVICE AREA SCHOOLS

CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
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962	CORAL GABLES PREPARATORY ACADEMY (MID COMP)	0	7	0	NO	Current CSA
962	CORAL GABLES PREPARATORY ACADEMY (MID COMP)	0	7	0	NO	Current CSA Five Year Plan
6741	PONCE DE LEON MIDDLE	89	7	7	YES	Current CSA
7071	CORAL GABLES SENIOR	-452	8	0	NO	Current CSA
7071	CORAL GABLES SENIOR	130	8	8	YES	Current CSA Five Year Plan

ADJACENT SERVICE AREA SCHOOLS

*An Impact reduction of 21.13% included for charter and magnet schools (Schools of Choice).

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Master Concurrency Number: MA0314110601357 Total Number of Units: 229
Issue Date: 11/6/2014 4:00:18 PM Expiration Date: 11/6/2015 4:00:18 PM
Capacity Reserved: Elementary:12 / Middle:7 / Senior: 8

MDCPS Administrator

MDCPS Authorized Signature

Agave Ponce, LLC
2601 S Bayshore Drive, Suite 1215
Miami, Florida 33133
305-858-1890

CITIBANK, N.A.
201 S Biscayne Boulevard
Miami, Florida 33131
63-8655/2660

1118

10/7/2014

PAY TO THE
ORDER OF **CITY OF CORAL GABLES**

\$ **190.31

One Hundred Ninety and 31/100 ***** DOLLARS

CITY OF CORAL GABLES
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FL 33134



MEMO
OSV - Concurrency Application

⑈001118⑈ ⑆266086554⑆ 9119820147⑈

Agave Ponce, LLC

1118

CITY OF CORAL GABLES			10/7/2014			
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/7/2014	Bill	10-6-2014	190.31	190.31		190.31
					Check Amount	190.31

CITI - DEVELOPMEN OSV - Concurrency Application

190.31

RECEIVED 10/10/14 10:09
BUILDING AND ZONING
CITY OF CORAL GABLES



CITY OF CORAL GABLES CONCURRENCY APPLICATION

AN APPLICATION FEE OF \$190.31 WILL BE CHARGED WITH THE COMPLETION OF THIS APPLICATION

PROPOSED PROJECT INFORMATION:

APPLICANT: AGAVE PONCE LLC.

DEVELOPMENT NAME: MEDITERRANEAN VILLAGE AT PONCE CIRCLE

SITE ADDRESS: 2801, 2901, 3001 PONCE DE LEON BLVD. CORAL GABLES
FLORIDA

FOLIO: PLEASE SEE ATTACHED

CONCURRENCY REVIEW REQUESTED:

(PLEASE CHECK ONE BELOW)

☒ INFORMATIONAL

☐ IMPACT ANALYSIS

ASSOCIATED DEVELOPMENT ORDER:

DEVELOPMENT ORDER/PROCESSING NUMBER: _____

2014 OCT 14 AM 10:03
BUILDING AND ZONING
CITY OF CORAL GABLES

PROPOSED LAND USES:

RESIDENTIAL

SINGLE FAMILY NUMBER OF UNITS: _____

TOWNHOUSES NUMBER OF UNITS: 15

MULTI-FAMILY NUMBER OF UNITS: 214

PROPOSED LAND USES:

COMMERCIAL

SERVICE STATION NUMBER OF PUMPS: _____

SUPERMARKET 1,000 S.F. GFA: _____

DISCOUNT STORE 1,000 S.F. GFA: _____

DISCOUNT STORE W/SUPERMARKET 1,000 S.F. GFA: _____

GENERAL RETAIL OR DEPT. STORE 1,000 S.F. GFA: 295,000 SF

AUTO SUPPLY 1,000 S.F. GFA: _____

NEW CAR DEALER 1,000 S.F. GFA: _____

CONVENIENCE STORE 1,000 S.F. GFA: _____

SHOPPING CENTER

½ TO 1 MILLION SQ. FT. 1,000 S.F. GFA: _____

100 TO 500 THOUSAND SQ. FT. 1,000 S.F. GFA: _____

LESS THAN 100,000 SQ. FT. 1,000 S.F. GFA: _____

CENTRAL AREA HIGH DENSITY 1,000 S.F. GFA: _____

GENERAL MFG. WAREHOUSE 1,000 S.F. GFA: _____

PLUS NUMBER OF BAYS: _____

RESEARCH/DEVELOPMENT 1,000 S.F. GFA: _____

INDUSTRIAL PARK 1,000 S.F. GFA: _____

GENERAL LIGHT INDUSTRY 1,000 S.F. GFA: _____

ALL INDUSTRY AVERAGE OFFICES 1,000 S.F. GFA: _____

GENERAL OFFICE 1,000 S.F. GFA: _____

MEDICAL OFFICE 1,000 S.F. GFA: _____

PROFESSIONAL OFFICE 1,000 S.F. GFA: 315,000 SF

CIVIC CENTER 1,000 S.F. GFA: _____

RESEARCH CENTER 1,000 S.F. GFA: _____

RESTAURANTS

QUALITY 1,000 S.F. GFA: 29,000 SF

OTHER SIT-DOWN 1,000 S.F. GFA: _____

FAST FOOD 1,000 S.F. GFA: _____

NUMBER OF SEATS: 2500

BANKS 1,000 S.F. GFA: _____

HOSPITALS

GENERAL NUMBERS OF BEDS: _____

CHILDREN NUMBER OF BEDS: _____

CONVALESCENT NUMBER OF BEDS: _____

UNIVERSITY NUMBER OF BEDS: _____

VETERANS NUMBER OF BEDS: _____

NURSING HOME NUMBER OF BEDS: _____

CLINICS NUMBER OF BEDS: _____

EDUCATIONAL

ALL NUMBER OF STUDENTS: _____

4-YEAR UNIVERSITY NUMBER OF STUDENTS: _____

JR. COLLEGE NUMBER OF STUDENTS: _____

EDUCATIONAL (CONTINUES)

SECONDARY SCHOOL NUMBER OF STUDENTS: _____

ELEMENTARY SCHOOL NUMBER OF STUDENTS: _____

COMBINED ELEM./SEC. NUMBER OF STUDENTS: _____

LIBRARY NUMBER OF STAFF: _____

MOTEL/HOTEL

HOTEL NUMBERS OF ROOMS: 184 _____

MOTEL NUMBER OF ROOMS: _____

RESORT HOTEL NUMBER OF ROOMS: _____

Urban Village at Ponce Circle

Folio Numbers:

03-4117-005-5390, 03-4117-005-5391, 03-4117-005-5470, 03-4117-005-5480, 03-4117-005-5391, 03-4117-005-5510, 03-4117-005-5500, 03-4117-069-0240, 03-4117-069-0250, 03-4117-069-0010, 03-4117-069-0020, 03-4117-069-0030, 03-4117-069-0040, 03-4117-069-0050, 03-4117-069-0060, 03-4117-069-0070, 03-4117-069-0080, 03-4117-069-0270, 03-4117-069-0260, 03-4117-069-0280, 03-4117-069-0090, 03-4117-069-0100, 03-4117-069-0110, 03-4117-069-0120, 03-4117-069-0130, 03-4117-069-0140, 03-4117-069-0290, 03-4117-069-0150, 03-4117-069-0160, 03-4117-069-0170, 03-4117-069-0200, 03-4117-069-0210, 03-4117-069-0220, 03-4117-069-0230, 03-4117-069-0190, 03-4117-069-0180, 03-4117-069-0300, 03-4117-005-7320, 03-4117-005-7370, 03-4117-005-7380, 03-4117-005-7390, 03-4117-005-7400, 03-4117-005-7410

Urban Village at Ponce Circle

LEGAL DESCRIPTION:

Parcel 1:

Lots 8 through 13, inclusive and Lots 26 through 29, inclusive, all in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

All of the North-South Alley, which extends from Sevilla Avenue to Palermo Avenue, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

And

All that part of the East-West Alley in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof; as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, which lies west of a line 20 feet West of and parallel to the East lines extended Lots 10 and 27, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

LESS

That portion of the North-South alley and the portion of the East-West alley which lies West of the East property line of Lots 30 and 7 projected North and South respectively, Block 20, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

Lots 14 through 25, inclusive, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 10:

Lot 45, Block 31, of CRAFTS SECTION OF CORAL GABLES, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 12:

Lots 12 and 13, in Block 33, of CORAL GABLES CRAFTS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 14:

Lots 1, 2, 3, 16, 17, 18 and 19, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida; AND TRACTS A, B and C of CATAMAL CORNER, according to the plat thereof as recorded in Plat Book 102, Page 69 of the Public Records of

Miami-Dade County, Florida; AND Lots 6 and 7, less the northeasterly 107.5 ft. thereof, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 15:

INTENTIONALLY DELETED (Partial Release recorded in O.R. Book 27291, Page 2036)

Parcel 16:

Lots 14 and 15 and the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

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Parcel 18:

Lots 10 and 11, in Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 19:

Northeasterly 107.5 feet of Lots 6 and 7, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 20:

Lots 8 and 9, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Together With:

All of the lands as contained in that certain record plat of "PONCE PLACE VILLAS EAST," according to the Plat thereof, as recorded in Plat Book 168 at Page 42, of the Public Records of Miami-Dade County, Florida.

Together With:

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City of Coral Gables
Building & Zoning Department
Public School Concurrency

Application Information

Application Type:* CHANGE IN LAND-USE
Application Sub-type:
Application Name:* MEDITERRANEAN VILLAGE - C PONCE CIRCLE
Telephone number:* 786-268-9235
E-mail address:* JBAILEY.C.RTKL.COM
project address:* 2801, 2901, 3001 PONCE DE LEON BLVD.

Contact Information

Contact name:* EDDIE AVILA
Telephone number:* 305-857-0400
Email Address:* EAVILA.C.THEKEYCORP.COM
Local Government Name: City of Coral Gables
Local Government Telephone Number: 305-460-5235
Local Government E-mail: Schoolconcurrency@coralgables.com
Local Government Application Number: (OFFICE USE ONLY)

Property Details

Master Parcel/Folio Number:*(No dashes) PLEASE SEE ATTACHED
Additional Parcel/Folio Numbers: (Separate by a comma ,)
Total Acreage:* 6.77 ACRES
Previous Use: MIXED USE
Total Number of Existing Units: 4
Demolition Permit #: Date:
Proposed Use: MIXED USE
Single Family Detached Increase in Units:*
Single Family Attached Increase in Units:* 15
Multi-Family Attached Increase in Units:* 214
Total Number of Units Increased:* 225

Owner/Architect/Contractor Name (Please circle one)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

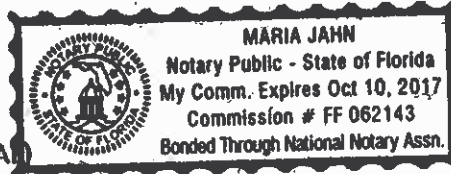
The foregoing was acknowledge before me this 13th day of Oct., 20 14, by Don Freed

☒ is personally known to me,

() has produced a _____ as Identification.

NOTARY PUBLIC

MARIA Jahn



(SEAL)

BUILDING AND ZONING
CITY OF CORAL GABLES

OCT 14, AM 10:08

Urban Village at Ponce Circle

Folio Numbers:

03-4117-005-5390, 03-4117-005-5391, 03-4117-005-5470, 03-4117-005-5480, 03-4117-005-5391, 03-4117-005-5510, 03-4117-005-5500, 03-4117-069-0240, 03-4117-069-0250, 03-4117-069-0010, 03-4117-069-0020, 03-4117-069-0030, 03-4117-069-0040, 03-4117-069-0050, 03-4117-069-0060, 03-4117-069-0070, 03-4117-069-0080, 03-4117-069-0270, 03-4117-069-0260, 03-4117-069-0280, 03-4117-069-0090, 03-4117-069-0100, 03-4117-069-0110, 03-4117-069-0120, 03-4117-069-0130, 03-4117-069-0140, 03-4117-069-0290, 03-4117-069-0150, 03-4117-069-0160, 03-4117-069-0170, 03-4117-069-0200, 03-4117-069-0210, 03-4117-069-0220, 03-4117-069-0230, 03-4117-069-0190, 03-4117-069-0180, 03-4117-069-0300, 03-4117-005-7320, 03-4117-005-7370, 03-4117-005-7380, 03-4117-005-7390, 03-4117-005-7400, 03-4117-005-7410

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GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Writer's Direct Dial Number: 305-376-6061
Writer's E-Mail Address: mgarcia-serra@gunster.com

November 14, 2014

Mr. Ramon Trias
Planning and Zoning Director
City of Coral Gables
427 Biltmore Way, 2nd Floor
Coral Gables, Florida 33134

Re: Mediterranean Village / Confirmation of Compliance with Required Public
Information Meeting

Dear Mr. Trias,

Please be advised that on September 17, 2014, Agave Ponce, LLC, as required by Section 3-302(D) of the Zoning Code, hosted a public information meeting at 5:30 pm at the Arts Center Building located at 2901 Ponce de Leon Boulevard which is part of the Mediterranean Village project site. Invitations for this meeting were mailed to all property owners within the 1,000 foot mail notification radius required for this project. Between, 5:30 and 6:30pm, there was an open house format during which the project plans and renderings were on display and members of the public where able to discuss them informally with the project team. At 6:30pm, a formal project presentation was made by the project team and questions from the audience were answered. After the conclusion of the question and answer session, some members of the public remained to discuss project details with the project team. The meeting concluded at approximately 8:30pm. Copies of the invitation which was mailed out, the meeting sign in sheet, and the list of all property owners within the notice radius were previously provided to you under separate cover. Thank you for your attention to this matter.

Best regards,

Mario J. Garcia-Serra

MGS/amv

MIA_ACTIVE 4257558.1



View from Fred B. Hartnett/Ponce Circle Park

You are invited to attend a community informational meeting and open house

By Agave Ponce LLC

On development plans for Old Spanish Village

At Ponce Place Villas, 2901 Ponce de Leon Blvd. Coral Gables

Wednesday, September 17

Open House 5:30 pm to 7:30 pm

Presentation 6:30 pm

NAME	ADDRESS	EMAIL
CARLOS PALMER	10 SAN SEBASTIAN AVE CORAL GABLES	PALMARCE@REDSOUTH.NET
JASON SAMOUEH	SOUTH MIA	JUS-JBO@YAHOO.COM
Manny Alfonso	141 Sevilla Ave.	
Sharon Cruz	133 Sevilla	crossadontrago@gmail.com
ESTEBAN SOTO	4715 OADUNA DR.	C.G.SOTOS
Marina Foglia	210 Mirade Nite #234	mfogliaeshop@gmail.com
Lourdes Djeda		lourdes.djeda@regis
Lourdes Munoz	1310 SW 63 Ave.	lourdes.claire@3
Renny Gonzalez	Miami 33144	yahoo.com
Sylvia G. Yella	33 MAJADA AVE. CORAL GABLES 33134	RENNYAG@REDSOUTH.NET
MICHAEL S. Lavin	107 SANTANDER	MICHAEL@HOTMAIL.COM
Marianne Elmore	621 Navarre Ave.	melmore@bellsouth.net
Said Andre	323 Palerma AVE	Saidandres91@yahoo.com
Jack Jurell	185 West Fmwy	JJurell@GMAIL.COM
Magda. B.	104 Santander Ave	
ALBERTO VADIA	296 SANTANDER AVE, C.G. FL	
Robert Gonzalez		rgonzalez@rgcpa.net
Liana Blanco		lianablanco@outlook.com
Rosario Berruto	110 San Sebastian	rosiberruto@gmail.com

NAME	ADDRESS	EMAIL
JULIO WEBER	309 MALAGA	webmon2@yahoo.com
SAM MARTINEZ	35 SEVILLA AV	AAVISA@ejuno.com
JOSE BOLADO	314 MIRACLE MIL2	BOLADO5@BELLSOUTH.NET
GUSTAVO BOBADILLA	120 SANTANDER AVE	gbobadilla@att.net
DANIA OTERO-TEREZ	40 ALMERIA AVE #15	daniaotero@hotmail.com
ALVARO MORA	100 ANDALUSIA AVE #203	elvayo.mora@comcast.net
ENNA BLANCO	16 SEVILLA AVE	ENABR@GMAIL.COM
DENNIS SUAREZ	107 SAZIO AVE	dennissuarez76@gmail.com CORAL CABLES
MINDY MCDIARMID	739 NE 74TH ST	Mindy@terravera.com
FR. FOUND SABA	320 PALERMO	office@stgmiami.org
HUGH SCERRZ	46 SAN SEBASTIAN AVE	regulusmuj@aol.com
MARIA ELENA VADIA	296 SANTANDER	mariaelena.vadia@hotmail.com
EDUARDO PEREZ	41 SEVILLA AVE	edwardperez7@me.com
ROBERT JACOBSON	2401 ANDERSON BL.	
ADRIANA BUIZ	400 SALAMANCA APT 2	Buraadriana@gmail.com
FRANK KELLY	84 CATALUNYA AVE.	info@frankkelly.net

NAME

ADDRESS

EMAIL

NAME	ADDRESS	EMAIL
Donald Herman	50 Palermo Ave	SJPRIETO@comcast.net
Sylvia Prieto	" "	" "
Joe Prieto	" "	" "
Paul Penny	30 Palermo Ave	prpenny@bellsouth.net
Jessica Cerda	3001 Ponce de Leon Blvd.	Jcerda@jrorangeboul.org
Amara Ferra	124 N. Kika Ave	AmaraFerra@comcast.net
Amamary Sanchez	139 Santander Ave.	"
"	140 Santander Ave	asgables@gmail.com
FRANCISCO LEON	30 MALAGA AVE	LEON973333@BELLSouth.NET
DANIEL SIBERIO	3021 Coconut Grove Dr	dsiberio@fairchildss.com
MARY SNOW	3001 Ponce Suite 203	Mary@gablesfoundation.org
ANA BOLADO	20 Palermo	ANBOLA@gmail.com
MARIO A CRUZ	49 MALAGA AVE	macruz2@hotmail.com
DENYS ALT	3027 COCONUT GROVE DR.	DENYS.ALT@COMCAST.NET
JOSEPH DELA TORRE	49 MALAGA	JDELAT7260@HOTMAIL.COM
Robert Hatfield	156 Olmerin Ave #200	Robhatfield@bellsouth.net
CARLOS DOMINGUEZ	3010 Coconut Grove Drive/carden2	ccard2@earthlink.net
ED SANTAMARIA	47 SAN SEBASTIAN AVE	ed224@bellsouth.net
ELVIRA SANTAMARIA	" "	ECFS7725@hotmail.com
MANUEL G. GARCIA	218 " " "	schwartzecariz@yahoo.com
Lyne Salamanca	3225 McGregor	salamanca@gmail.com
ALLEN MORRIS	121 ALHAMBRA PLAZA CG.	WAMORRIS@comcast.net
Yarine Gonzalez	66 Valencia Ave #302	Yarinezg@hotmail.com

NAME	ADDRESS	Email
Barbara Escobedo	141 Sevilla Ave	barbie@theAGroup Corp.com
MAURICE CIOLA	136 Santander Ave	MAURICE@CIOLA.NET
Ortiz Dominguez	300 Miracle Mile	odominguez@
Alicia Pacheco Wiig	306 Locust Grove Dr.	apachewiig@
Jorge Azula	17 Malaga Ave.	neerf.com
Nestor F. Machado	100 Almeria Ave ^{suite 300}	nestor@cauyfe.com
Nestor J. Machado	100 Almeria Ave suite 300	cauy@bellsouth.net
José Fournier	128 San Sebastian Ave	
ALFONSO GUERRA	108 SANTANDER AVE	
Sylvia Viyella	33 Malaga Ave	smviyella@bellsouth.net
Antonio Garcia		
Antonio Garcia	100 Andalusia Ave.	agarcia@psn.com
Samantha Lucas	500 S. Dixie Hwy.	samantha@nriverdevelopment.com
PATRICIA GUARCH		patricia.guarch@gmail.com
Jorge Arce		jorge.r.arce@gmail.com
VIVIAN CASTRO	570 Loretto Ave	sanTurce170
Macklyn Castillo	226 San Sebastian Av.	mcast260 AOL
Andrés del Corral	1450 Bridwell Ave #1716	andres.delcorral@delcorral.com

Eduardo Doral
 3000 Coral Way
 Apt. 1419
 Miami FL 33145

Contact Information and Proof of Licensure

Owner- Agave Ponce LLC.

2601 S. Bayshore Drive, Suite 1215 | Miami , FL 33133

Eddie Avila

eavila@thekeycorp.com

305.857.0400

Gunster, Yoakley, and Stewart

2 South Biscayne Blvd. 34th Floor | Miami, FL 33131

Mario J. Garcia-Serra

mgarcia-serra@gunster.com

305.376.6000

Architect- RTKL Associates Inc

396 Alhambra Circle, South Tower | Coral Gables, Florida 33134

Daniel E. Freed AIA

dfreed@rtkl.com

786.268.3200

Landscape Architect- Mahan Rykiel Associates, Inc.

800 Wyman Park Drive, Suite 100 | Baltimore, MD 21211

Scott J. Rykiel FASLA

srykiel@mahanrykiel.com

410.235.6001

Traffic Engineer- Kimley-Horn and Associates, Inc.

1221 Brickell Avenue, Suite 400 | Miami, FL 33131

John McWilliams PE

john.mcwilliams@kimley-horn.com

305.673.2025

Structural Engineer- Desimone

800 Brickell Ave. 6th Floor | Miami, FL 33131

William R. O'Donnell PE

william.odonnell@de-simone.com

305.441.0755

MEP Engineer- EXP

2601 Westhall Lane | Maitland, FL 32751

William Weinaug, JR.

bill.weinaug@exp.com

407.660.0088

Civil Engineer- Langan

15150 NW 79th Court, Suite 200 | Miami, FL 33016

Leonardo Rodriguez PE

lrodriguez@langan.com

786.264.7223



State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

RTKL Associates, Inc.
901 SOUTH BOND ST.
BALTIMORE, MD 21231

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida

Board of Professional Engineers

Attests that

RTKL Associates, Inc.



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015

Audit No: 228201501339

Certificate of Authorization

CA Lic. No:
2182



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

AR96169

ISSUED: 02/05/2013

ARCHITECT
FREED, DANIEL EUGENE

IS LICENSED under the provisions of Ch.481 FS.
Expiration date : FEB 28, 2015 L1302050001506



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF LANDSCAPE ARCHITECTURE
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**RYKIEL, SCOTT J
MAHAN RYKIEL ASSOC. INC
800 WYMAN PARK DR
SUITE 100
BALTIMORE MD 21211**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.VivaFlorida.org.

DETACH HERE

RICK SCOTT, GOVERNOR

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE**

KEN LAWSON, SECRETARY

LICENSE NUMBER

LA0001220

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2015

**RYKIEL, SCOTT J
307 DIXIE DRIVE
TOWSON MD 21204**



ISSUED: 11/26/2013 SEQ # L1311260001717
DISPLAY AS REQUIRED BY LAW



State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

William Robert O'Donnell
800 BRICKELL AVENUE
6TH FLOOR
MIAMI, FL 33131

State of Florida

Board of Professional Engineers

Attests that

William Robert O'Donnell



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2015
Audit No: 228201531197

Special Inspector

P.E. Lic. No: 54759
SI Lic. No: 1176

NOTICE

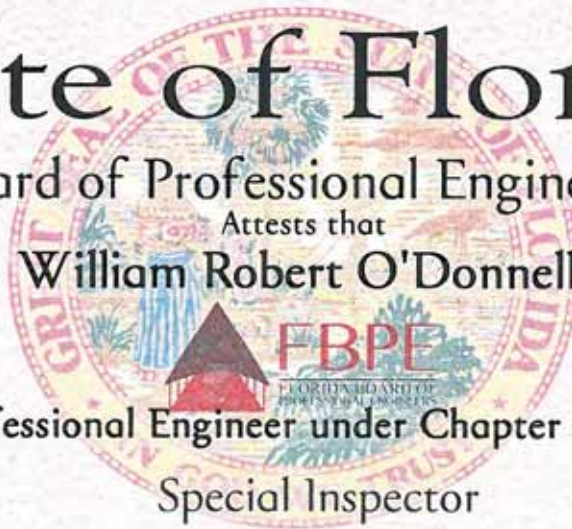
Pursuant to a change in Rule 61G15-22.006, F.A.C., FBPE no longer requires that continuing education be reported by the provider. Instead, licensees will be subject to a random audit no more than every four (4) years. If you are selected for the random audit, you must provide verification of four (4) hours of Area of Practice and four (4) hours of Florida Laws & Rules, all taken prior to February 28, 2013. Any CE hours taken after February 28, 2013 will result in a \$100 delinquent fee and your license being placed in a delinquent status until the additional fee is paid.

State of Florida

Board of Professional Engineers

Attests that

William Robert O'Donnell



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015

Audit No: 228201531197

Special Inspector

P.E. Lic. No: 54759

SI Lic. No: 1176

State of Florida

Board of Professional Engineers

Attests that

William Charles Weinaug Jr., P.E.



FBPE

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015

Audit No: 228201502479

P.E. Lic. No:

36196

State of Florida

Board of Professional Engineers

Attests that

Michael Allen Culver, P.E.

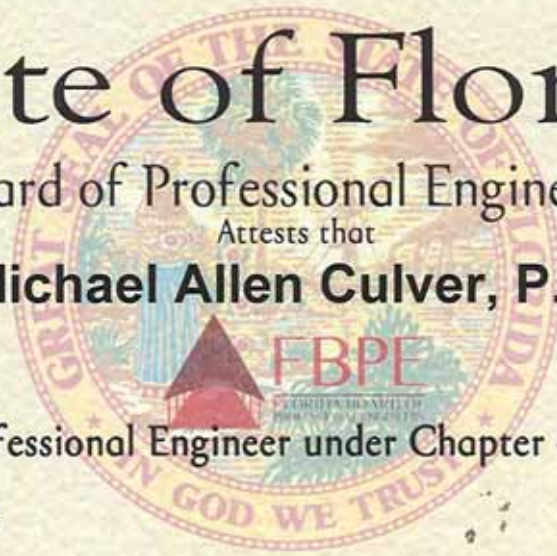
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015

Audit No: 228201507943

P.E. Lic. No:

58585





State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Langan Engineering And Envir Srvs Inc
15150 NW 79TH COURT STE. 200
PARKSIDE CORPORATE CENTER
MIAMI, FL 33016

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida

Board of Professional Engineers

Attests that

Langan Engineering And Envir Srvs Inc



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015

Audit No: 228201502691

Certificate of Authorization

CA Lic. No:
6601

State of Florida

Board of Professional Engineers

Attests that

Leonardo Rodriguez, P.E.



FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015

Audit No: 228201518956

P.E. Lic. No:

54858

City of Coral Gables Lobbyists Forms

2014 FEB .6 PM 2:38



**CITY OF CORAL GABLES
LOBBYIST ANNUAL REGISTRATION APPLICATION
FOR EACH PRINCIPAL REPRESENTED**

REGISTRATION #: _____

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors Board, Committee Members, or any other City Official or staff.

FOR THIS PURPOSE: To encourage the approval, disapproval, adoption, repeal, passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of the City Commission, any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST:

Print Your Name Mario J. Garcia-Serra
LOBBYIST

Print Your Business Name, if applicable Greenberg Traurig, P.A.

Business Telephone Number 305-579-0837

Business Address 333 SE 2nd Avenue, 44th Floor, Miami, FL 33131
ADDRESS CITY, STATE ZIP CODE

Federal ID#: 59-127054

State the extent of any business or professional relationship you have with any current member of the City Commission.

N/A

PRINCIPAL REPRESENTED:

NAME Hector Fernandez COMPANY NAME, IF APPLICABLE Agave Ponce, LLC

BUSINESS ADDRESS 2601 S. Bayshore Drive, Suite 1215, Miami, FL 33133 TELEPHONE NO.: 404-923-5529

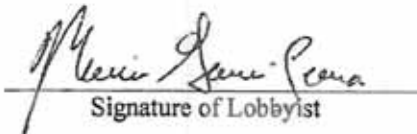
ANNUAL REPORT: On October 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed even if there were no expenditures.

LOBBYIST ISSUE APPLICATION: Prior to lobbying for a specific issue, you are required to fill out a Lobbyist Issue Application form with the Office of the City Clerk; stating under oath, your name, business address, the name of each principal who employed you to lobby, and the specific issue on which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

ANNUAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to The filing of an Issue Application to lobby on a specific issue, and payment of a \$150.00 Lobbyist Registration Fee is required.

I Mario J. Garcia-Serra hereby swear or affirm under penalty of per-
jury that I have read the provisions of the City of Coral Gables Ordinance 2006-
11, governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$150.00 Annual Lobbyist Regis-
tration Fee.


Signature of Lobbyist

STATE OF FLORIDA)
)
COUNTY OF DADE)

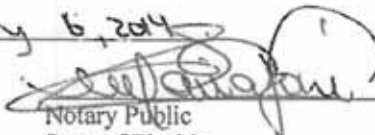
BEFORE ME personally appeared Mario Garcia-Serra to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this

February 6, 2014

xxx Personally Known

Produced ID


Notary Public
State of Florida

\$150.00 Fee Paid

Received By _____ Date: _____

Fee Waived for Not-for-Profit Organizations (documentary proof attached.) _____

For Office Use Only

Data Entry Date: _____, 20____.

Entered By: _____





CITY OF CORAL GABLES
RECEIVED BY THE
OFFICE OF THE CITY CLERK

2014 FEB 6 PM 2:38

**CITY OF CORAL GABLES
LOBBYIST
ISSUE APPLICATION**

REGISTRATION #: _____

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors, Board, Committee Members, or any City Official or staff.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED. ISSUE FEE: NO CHARGE, PROVIDING YOU HAVE A CURRENT ANNUAL LOBBYIST REGISTRATION DOCUMENT ON FILE.

Print Your Name Mario Garcia-Serra
LOBBYIST

Print Your Business Name Greenberg Traurig, P.A.

Business Telephone Number (305) 579-0837

Business Address 333 SE 2nd Avenue Miami, FL 33131
ADDRESS CITY, STATE ZIP CODE

Corporation, Partnership, or Trust Represented:

Principal Name: Agave Ponce, LLC

Principal Address: 2601 S. Bayshore Drive, Suite 1215, Miami, FL 33133 Telephone Number: (305) 858-1890

ISSUE: Describe in detail, including address, if applicable, of the specific issue on which you will lobby: (Separate Application is required for each specific issue)

Old Spanish Village, 2801 - 2901 - 3001 Ponce de Leon Boulevard

I Mario Garcia-Serra hereby swear or affirm under penalty of per-
jury that all the facts contained in this Application are true and that I am aware
that these requirements are in compliance with the provisions of the City of Coral
Gables Ordinance No. 2006-11, governing Lobbying.

Mario Garcia-Serra
Signature of Lobbyist

February 6, 2014
Date

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME personally appeared Mario Garcia-Serra to me well known and known to me to be the person
described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said in-
strument for the purposes therein expressed.

WITNESS my Hand and Official Seal this February 6, 2014.

XXX
____ Personally Known

____ Produced ID



[Signature]
Notary Public
State of Florida

For Office Use Only

Data Entry Date: _____, 20____.

Entered By: _____

Annual Fees Waived for Not-for-Profit Organization. Please attach documentary proof.



CITY OF CORAL GABLES
RECEIVED BY THE
OFFICE OF THE CITY CLERK

2014 FEB -6 AM 11:51
CITY OF CORAL GABLES
LOBBYIST ANNUAL REGISTRATION APPLICATION
FOR EACH PRINCIPAL REPRESENTED

REGISTRATION #: _____

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors Board, Committee Members, or any other City Official or staff.

FOR THIS PURPOSE: To encourage the approval, disapproval, adoption, repeal, passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of the City Commission, any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST:

Print Your Name

DAN FREED
LOBBYIST

Print Your Business Name, if applicable

RTKL ASSOCIATES INC

Business Telephone Number

786-268-3939

Business Address

396 ALHAMBRA CIRCLE, SOUTH TOWER
ADDRESS CITY, STATE ZIP CODE

Federal ID#:

52-0884069

CORAL GABLES, FL 33134

State the extent of any business or professional relationship you have with any current member of the City Commission.

NONE

PRINCIPAL REPRESENTED:

NAME HECTOR FERNANDEZ

COMPANY NAME, IF APPLICABLE AGAVE PUNCH, LLC

BUSINESS ADDRESS

2001 N. BAYSHORE DRIVE
SUITE 1215, MIAMI FL
33133

TELEPHONE NO.:

305-858-1890

ANNUAL REPORT: On October 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed even if there were no expenditures.

LOBBYIST ISSUE APPLICATION: Prior to lobbying for a specific issue, you are required to fill out a Lobbyist Issue Application form with the Office of the City Clerk; stating under oath, your name, business address, the name of each principal who employed you to lobby, and the specific issue on which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

ANNUAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to The filing of an Issue Application to lobby on a specific issue, and payment of a \$150.00 Lobbyist Registration Fee is required.

I DAN FREED hereby swear or affirm under penalty of per-
jury that I have read the provisions of the City of Coral Gables Ordinance 2006-
11, governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$150.00 Annual Lobbyist Regis-
tration Fee.

Signature of Lobbyist

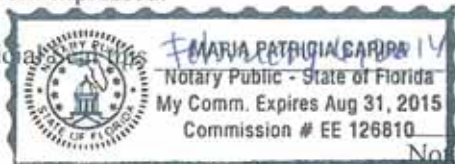
STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME personally appeared DAN FREED to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my Hand and Office

Personally Known

Produced ID



Notary Public,
State of Florida

\$150.00 Fee Paid ck #325

Received By U.A. Davis

Date: 02/06/2014

Fee Waived for Not-for-Profit Organizations (documentary proof attached.) _____

For Office Use Only

Data Entry Date: _____, 20____.

Entered By: _____



CITY OF CORAL GABLES
RECEIVED BY THE
OFFICE OF THE CITY CLERK

CITY OF CORAL GABLES
LOBBYIST
ISSUE APPLICATION

2014 FEB -6 AM 11: 51

REGISTRATION #: _____

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE?

CITY OFFICIALS:

Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors, Board, Committee Members, or any City Official or staff.

FOR THIS PURPOSE:

To encourage the passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED. ISSUE FEE: NO CHARGE, PROVIDING YOU HAVE A CURRENT ANNUAL LOBBYIST REGISTRATION DOCUMENT ON FILE.

Print Your Name

Dan Freed

LOBBYIST

Print Your Business Name

RTKL Associates Inc.

Business Telephone Number

(786) 268-3200

Business Address

396 Alhambra Circle, South Tower Coral Gables 33134

ADDRESS

CITY, STATE

ZIP CODE

Corporation, Partnership, or Trust Represented:

Principal Name:

Agave Ponce, LLC

Principal Address:

2601 S. Bayshore Drive, Suite 1215, Miami, FL 33133

Telephone Number: (305) 858-1890

ISSUE: Describe in detail, including address, if applicable, of the specific issue on which you will lobby: (Separate Application is required for each specific issue)

Old Spanish Village, 2801 - 2901 - 3001 Ponce de Leon Boulevard

I Dan Freed 2014 FEB -6 AM 11:51 hereby swear or affirm under penalty of per-
jury that all the facts contained in this Application are true and that I am aware
that these requirements are in compliance with the provisions of the City of Coral
Gables Ordinance No. 2006-11, governing Lobbying.

[Signature]
Signature of Lobbyist

February 6, 2014

Date

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME personally appeared Dan Freed to me well known and known to me to be the person
described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said in-
strument for the purposes therein expressed.

WITNESS my Hand and Official Seal this February 6, 2014.

X Personally Known

____ Produced ID



[Signature]
Notary Public
of Florida

For Office Use Only

Data Entry Date: _____, 20____.

Entered By: _____

Annual Fees Waived for Not-for-Profit Organization. Please attach documentary proof.



CITY OF CORAL GABLES
RECEIVED BY THE
OFFICE OF THE CITY CLERK

2014 APR 11 AM 11:48
CITY OF CORAL GABLES
LOBBYIST ANNUAL REGISTRATION APPLICATION
FOR EACH PRINCIPAL REPRESENTED

REGISTRATION #: _____

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors Board, Committee Members, or any other City Official or staff.

FOR THIS PURPOSE: To encourage the approval, disapproval, adoption, repeal, passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of the City Commission, any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST:

Print Your Name JOSH BAILEY LOBBYIST

Print Your Business Name, if applicable RTKL ASSOCIATES

Business Telephone Number ~~786~~ 786.268.3200

Business Address 396 ALHAMBRA CR. CORAL GABLES, FL 33134
ADDRESS CITY, STATE ZIP CODE
SOUTH TOWER, SUITE 500

Federal ID#: 52-0884069

State the extent of any business or professional relationship you have with any current member of the City Commission.

NONE

PRINCIPAL REPRESENTED:

NAME HECTOR FERNANDEZ COMPANY NAME, IF APPLICABLE AGAVE PANCE LLC.
2601 S. BAYSHORE DRIVE
BUSINESS ADDRESS SUITE 1215 MIAMI FL 33133 TELEPHONE NO.: 305.858.1890

ANNUAL REPORT: On October 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed even if there were no expenditures.

LOBBYIST ISSUE APPLICATION: Prior to lobbying for a specific issue, you are required to fill out a Lobbyist Issue Application form with the Office of the City Clerk; stating under oath, your name, business address, the name of each principal who employed you to lobby, and the specific issue on which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

ANNUAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to The filing of an Issue Application to lobby on a specific issue, and payment of a \$150.00 Lobbyist Registration Fee is required.

I JOSH BAILEY hereby swear or affirm under penalty of perjury that I have read the provisions of the City of Coral Gables Ordinance 2006-11, governing Lobbying and that all of the facts contained in this Registration Application are true and that I agree to pay the \$150.00 Annual Lobbyist Registration Fee.

Signature of Lobbyist

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME personally appeared Josh Bailey to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this 10th of April, 2014

☒ Personally Known

☐ Produced ID

\$150.00 Fee Paid ☒

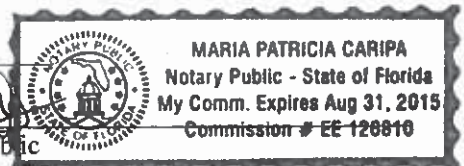
Fee Waived for Not-for-Profit Organizations (documentary proof attached.) ☐

Received By

Date:

04/11/2014

CKH 1738

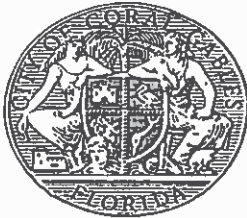


CITY OF CORAL GABLES
RECEIVED BY THE
OFFICE OF THE CITY CLERK
2014 APR 11 AM 11:48

For Office Use Only

Data Entry Date: _____, 20____.

Entered By: _____



CITY OF CORAL GABLES
LOBBYIST
ISSUE APPLICATION

CITY OF CORAL GABLES
RECEIVED BY THE
OFFICE OF THE CITY CLERK
2014 APR 11 AM 11:48

REGISTRATION #: _____

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE?

CITY OFFICIALS:

Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors, Board, Committee Members, or any City Official or staff.

FOR THIS PURPOSE:

To encourage the passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED. ISSUE FEE: NO CHARGE, PROVIDING YOU HAVE A CURRENT ANNUAL LOBBYIST REGISTRATION DOCUMENT ON FILE.

Print Your Name

JOSE BAILEY

LOBBYIST

Print Your Business Name

RTKL ASSOCIATES

Business Telephone Number

786-268-3200

Business Address

396 ALHAMBRA CR.
ADDRESS

CORAL GABLES, FL 33134
CITY, STATE ZIP CODE

Corporation, Partnership, or Trust Represented:

Principal Name: ALAVE PONCE LLC.

Principal Address: 2601 S. BAYSHORE DRIVE
SUITE 1215 MIAMI, FL 33133

Telephone Number: 305-858-1890

ISSUE: Describe in detail, including address, if applicable, of the specific issue on which you will lobby: (Separate Application is required for each specific issue)

DRC MEETING FOR URBAN VILLAGES AT PONCE CIRCLE.

I JOH BAILEY hereby swear or affirm under penalty of per-
jury that all the facts contained in this Application are true and that I am aware
that these requirements are in compliance with the provisions of the City of Coral
Gables Ordinance No. 2006-11, governing Lobbying.

[Signature]
Signature of Lobbyist

04.11.14
Date

CITY OF CORAL GABLES
RECEIVED BY THE
OFFICE OF THE CITY CLERK
2014 APR 11 AM 11:48

STATE OF FLORIDA)

COUNTY OF DADE)

Joshua David Bailey

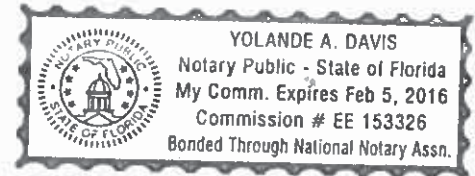
BEFORE ME personally appeared _____ to me well known and known to me to be the person
described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said in-
strument for the purposes therein expressed.

WITNESS my Hand and Official Seal this 11th day of April, 2014

 Personally Known

X Produced ID Driver License

[Signature]
Notary Public
State of Florida



For Office Use Only

Data Entry Date: _____, 20____

Entered By: _____

Annual Fees Waived for Not-for-Profit Organization. Please attach documentary proof.

Bank of America Advantage

JOSHUA D BAILEY 05-02
NATHALIE C BAILEY
141 SW 96TH TER APT 302 (954) 551-3279
PLANTATION, FL 33324

1738

68-1/510 VA
1650

04.11.14

Date

Pay: CITY OF CORAL GABLES
to the order of ONE HUNDRED AND FIFTY ⁵⁰/₁₀₀ \$ 150.00
Dollars

Bank of America

ACH R/T 051000017

Memo LOBBYIST REGISTRATION

⑆051000017⑆ 004126707555⑈1738

Advantage

RECEIPT

DATE

04/11/2014

No. 635931

RECEIVED FROM

Joshua D. Bailey

\$ 150.00

FOR RENT

one hundred fifty

DOLLARS

FOR

Joshua D. Bailey - Lobbyist Certification
Active since 11/11/11

ACCOUNT

PAYMENT

BAL. DUE

☐ CASH

☒ CHECK

☐ MONEY ORDER

☐ CREDIT CARD

FROM

BY

FROM TO
BY [Signature]



CITY OF CORAL GABLES
LOBBYIST ANNUAL REGISTRATION APPLICATION
FOR EACH PRINCIPAL REPRESENTED

REGISTRATION #: _____

CITY OF CORAL GABLES
OFFICE OF THE CITY CLERK
2014 JUN 3 3:17 PM

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE:

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors Board, Committee Members, or any other City Official or staff.

FOR THIS PURPOSE: To encourage the approval, disapproval, adoption, repeal, passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of the City Commission, any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST:

Print Your Name

Eduardo Avila

LOBBYIST

Print Your Business Name, if applicable

Key Realty Advisors, INC. (Old Spanish Village)

Business Telephone Number

305-857-0400

Business Address

2601 S Bayshore Dr #200 Miami, FL 33133

ADDRESS

CITY, STATE

ZIP CODE

Federal ID#:

65-0391567

State the extent of any business or professional relationship you have with any current member of the City Commission

Developer for AGAVE Ponce LLC Project
OLD SPANISH VILLAGE

PRINCIPAL REPRESENTED:

NAME

COMPANY NAME, IF APPLICABLE

AGAVE Ponce, LLC

BUSINESS ADDRESS

396 Alhambra Circle
Suite #200, Coral Gables, FL

TELEPHONE NO.:

305-444-9102

ANNUAL REPORT: On October 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed even if there were no expenditures.

LOBBYIST ISSUE APPLICATION: Prior to lobbying for a specific issue, you are required to fill out a Lobbyist Issue Application form with the Office of the City Clerk: stating under oath, your name, business address, the name of each principal who employed you to lobby, and the specific issue on which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

ANNUAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to The filing of an Issue Application to lobby on a specific issue, and payment of a \$150.00 Lobbyist Registration Fee is required.

I EDUARDO AVILA hereby swear or affirm under penalty of per-
jury that I have read the provisions of the City of Coral Gables Ordinance 2006-
11, governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$150.00 Annual Lobbyist Regis-
tration Fee.


Signature of Lobbyist

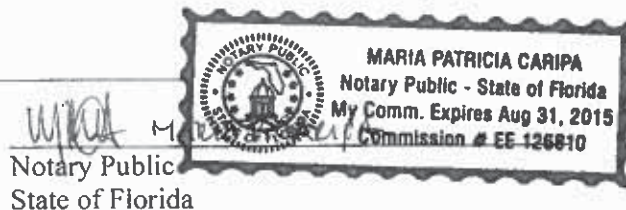
STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME personally appeared EDUARDO AVILA to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this JUNE 27, 2014

☒ Personally Known

☐ Produced ID



\$150.00 Fee Paid _____ Received By _____ Date: _____

Fee Waived for Not-for-Profit Organizations (documentary proof attached.) _____

For Office Use Only

Data Entry Date: _____, 20____.

Entered By: _____

This instrument prepared by
and after recording return to:

Jon Chassen, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131

Tax Folio # 03-4117-005-5390

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 10 day of May, 2013, by PONCE DE LEON FINANCIAL TOWERS, LLC, a Florida limited liability company ("**Grantor**"), whose address is 121 Alhambra Plaza, Suite 1600, Coral Gables, Florida 33134, in favor of 2901 PONCE, LLC, a Florida limited liability company ("**Grantee**"), whose address is 2601 S. Bayshore Drive, Suite 1215, Miami, Florida 33133.

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee and its successors and assigns forever, the parcel of land, with the building and improvements thereon erected, situate, lying and being in the County of Miami-Dade, State of Florida, and more particularly described on the attached **Exhibit A** (the "**Property**").

Subject, however, to:

- (a) Real property taxes and assessments for the year 2013 and thereafter;
- (b) Zoning and other regulatory laws and ordinances affecting the Property; and
- (c) Easements, rights of way, limitations, conditions, reservations, covenants, restrictions, and other matters of record, without reimposing same.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

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

AND GRANTOR hereby specially warrants the title to the Property and will defend the same against the lawful claims of any persons claiming by, through or under Grantor, but against none other.

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

Signed, sealed and delivered in the presence of:

PONCE DE LEON FINANCIAL TOWERS, LLC,
a Florida limited liability company

By: [Signature]
Name: W. ALLEN MORRIS
Title: MANAGER

[Signature]
Signature of Witness

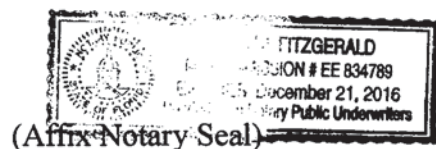
Thad Adams
Printed Name of Witness

[Signature]
Signature of Witness

Bill Bailey
Printed Name of Witness

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

The foregoing instrument was acknowledged before me this 9 day of MAY, 2013, by W. ALLEN MORRIS as MANAGER of PONCE DE LEON FINANCIAL TOWERS, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced a driver's license as identification.



[Signature]
Notary Public
Print Name: KAREN J. FITZGERALD
Serial No. (if any):
My Commission Expires: 12/21/2016



EXHIBIT A

LEGAL DESCRIPTION

Street Address: 2801 Ponce de Leon Blvd., Coral Gables, FL

Tax Folio No.: 03-4117-005-5390

Legal Description: Lots 1 through 7, inclusive, and Lots 30 through 36, inclusive, all in Block 20, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

Together with that portion of North-South alley and the portion of the East-West alley which lies West of the East property line of Lots 30 and 7 projected North and South respectively, Block 20, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

This instrument prepared by
and, after recording, return to:
Manuel R. Gonzalez, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131

(For Recorder's Use Only)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of May 10, 2013 by AGAVE PONCE, LLC, a Florida limited liability company ("**Grantor**"), whose address is 2601 S. Bayshore Drive, Suite 1215, Miami, Florida 33133, in favor of 2901 PONCE, LLC, a Florida limited liability company ("**Grantee**"), whose address is 2601 S. Bayshore Drive, Suite 1215, Miami, Florida 33133.

Grantor, in consideration of \$10.00 and other valuable consideration paid by Grantee, receipt and sufficiency of which is acknowledged, remises, releases and quit-claims to Grantee, Grantee's successors and assigns forever, all the right, title, interest, claim and demand of Grantor in and to the real property legally described on Exhibit "A" ("**Property**").

TO HAVE AND TO HOLD the Property to Grantee, Grantee's heirs, personal representatives, successors and assigns forever.

TOGETHER WITH: (i) any and all improvements on the Property; (ii) any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; (iii) all easements, rights of way, privileges, licenses and appurtenances belonging or in any way appertaining to the Property; and (iv) all other rights and benefits belonging to, running with the owner of, or in any way related to, the Property.

SUBJECT TO: all matters of record without intent to reimpose the same.

This is a conveyance made in the regular course of business of Grantor.

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

Signed, sealed and delivered in the presence of:

Jorge Pardo
Signature of Witness

Signature of Witness
Jorge Pinto
 Printed Name of Witness

Signature of Witness

Jon Chassey
Printed Name of Witness

AGAVE PONCE, LLC, a Florida limited liability company

By: Altor Fernandez

Name: HECTOR FERNANDEZ

Title: MANAGER.

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

The foregoing instrument was acknowledged before me this 10 day of May, 2013, by Hector Fernandez as Manager of AGAVE PONCE, LLC, a Florida limited liability company, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced a driver's license as identification.

Notary Public _____
 Print Name: _____
 Serial No. (if any): _____
 My Commission Expires: _____

(Affix Notary Seal)



EXHIBIT A

LEGAL DESCRIPTION

That portion of North-South alley and the portion of the East-West alley which lies West of the East property line of Lots 30 and 7 projected North and South respectively, Block 20, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

THIS INSTRUMENT PREPARED BY:

Josias N. Dewey
Holland & Knight LLP
Suite 3000
701 Brickell Avenue
Miami, Florida 33131

Parcel Identification Numbers: 03-4117-005-5391; 03-4117-005-5470; 03-4117-005-5480; 03-4117-005-5500; 03-4117-005-5510; 03-4117-005-6170; 03-4117-005-6160; 03-4117-005-6240; 03-4117-005-6250; 03-4117-005-6210; 03-4117-005-6200; 03-4117-005-7650; 03-4117-005-6220; 03-4117-005-7930; 03-4117-005-6180; 03-4117-005-7320; 03-4117-005-7410; 03-4117-005-7400; 03-4117-005-7390; 03-4117-005-7370; 03-4117-005-7380

Space Above This Line For Recording Data

SPECIAL WARRANTY DEED

This Special Warranty Deed, is made the 30th day of June, 2011, by FIRSTBANK PUERTO RICO, a banking institution chartered under the laws of the Commonwealth of Puerto Rico, whose address is 701 Waterford Way, Suite 800, Miami, Florida 33126 ("**Grantor**"), in favor of AGAVE PONCE, LLC, a Florida limited liability company, whose address is 2601 S. Bayshore Drive, Suite 1215, Miami, Florida 33133 ("**Grantee**").

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns forever, the land located in Miami-Dade County, Florida, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

TO HAVE AND TO HOLD the same, together with all and singular tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or in equity, to the use, benefit and behalf of the Grantee forever.

This conveyance is made subject to the following:

1. Taxes and assessments for the year 2011 and all subsequent years.
2. Zoning, building codes, and other governmental regulations.
3. All covenants, conditions, restrictions, easements, reservations, declarations, and limitations of record (none of which are intended to be reimposed by this conveyance).

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

AND Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none others.



IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed the day and year first above written.

WITNESSES:

Sign: Josias N. Dewey
Print Name: Josias N. Dewey

Sign: Jeffrey Grill
Print Name: Jeffrey Grill

GRANTOR:

FIRSTBANK PUERTO RICO

By: Elsie M. Alvarez
Name: Elsie M. Alvarez
Title: Senior Vice President

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

The foregoing instrument was acknowledged before me this 30 day of June, 2011, by Elsie M. Alvarez, as Sr. Vice President of FirstBank Puerto Rico, on behalf of the bank, who is personally known to me or who has produced as identification.

Josias N. Dewey
Printed Name: Josias N. Dewey
Notary Public
My Commission Expires:

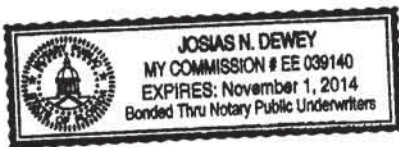


Exhibit "A"**LEGAL DESCRIPTION****Parcel 1:**

Lots 8 through 13, inclusive and Lots 26 through 29, inclusive, all in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

All of the North-South Alley, which extends from Sevilla Avenue to Palermo Avenue, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

And

All that part of the East-West Alley in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof; as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, which lies west of a line 20 feet West of and parallel to the East lines extended Lots 10 and 27, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

LESS

That portion of the North-South alley and the portion of the East-West alley which lies West of the East property line of Lots 30 and 7 projected North and South respectively, Block 20, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

Lots 14 through 25, inclusive, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 4:

Lots 4 and 5, and the East ½ of Lot 3, in Block 23, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 5:

Lots 1, 2, and the West ½ of Lot 3, in Block 23, of CORAL GABLES, CRAFTS SECTION,

according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

The northeasterly $\frac{1}{2}$ of the vacated alley lying southwesterly of the property specifically described on the face of the Warranty Deed; and

Commence at the most northerly corner of Lot 14, Block 23, CORAL GABLES CRAFTS SECTION, according to the Plat thereof as recorded in Plat Book 10, at Page 40 of the Public Records of Miami-Dade County, Florida, thence N44° 59' 10"E along a line being continuation of the Northwesternly line of said Lot 14 a distance of 5.00 feet to the Point of beginning; thence continue N44° 59' 10"E along the aforementioned line a distance of 5.00 feet to a point, said point being on the centerline of that certain 20 foot alley as shown on the aforementioned Plat, thence S44° 28' 50"E along the centerline of said 20 foot alley a distance of 64.00 feet to a point, thence S44° 59' 10"W a distance of 10.00 feet to a point on the Southwesterly line of said 20 foot alley, thence N40° 01' 02"W a distance of 64.24 feet to the Point of Beginning, and

That portion of part of Avenue Catalonia vacated pursuant to City of Coral Gables Ordinance #2527, as recorded in Official Records Book 12344, at Page 1016, of the Public Records of Miami-Dade County, Florida, adjoining the property specifically described on the face of the Warranty Deed.

Parcel 6:

Lots 13 and 14, in Block 23, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, and that land from a Point of Beginning at the most northerly corner of Lot 14, Block 23, CORAL GABLES CRAFTS SECTION, according to the Plat thereof as recorded in Plat Book 10, Page 40, thence run North 44° 59' 10" East along a line being a continuation of the Northwesternly line of said Lot 14 a distance of 5.00 feet; thence run South 40° 01' 02" East for distance of 64.24 feet to a point on the Northeasterly line of said Lot 14, thence run 44° 28' 50" West along the Northeasterly line of said Lot 14 for a distance of 64.00 feet to the Point of Beginning being and lying in Miami-Dade County, Florida.

Parcel 7:

Lot 15, Block 23, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 8:

Southwesterly 110 feet of Lot 9, Less the Southeasterly 30 feet thereof, the Southwesterly 110 feet of Lot 10 and the Southwesterly 110 feet of Lot 11, Less the Northwesternly 25 feet, Block 23, Crafts Section of Coral Gables, according to the map or plat thereof as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 9:

All of Lot 8, and that part of Lot 9, Block 23, CORAL GABLES CRAFT SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida, described as follows: From a point of beginning at the southeast corner of Lot 9, said point also being the northeast corner of Lot 8, and being in the west right-of-way line of Galiano Street; run southwesterly in the southeasterly line of said Lot 9, a distance of 146.01 feet, more or less to the southwest corner of said Lot 9; thence run northwesterly along southwesterly line of said Lot 9, a distance of 30 feet to a point thence run northeasterly in a line parallel to southeasterly line of said Lot 9, a distance of 110 feet to a point; thence easterly a distance of 46.67 feet, more or less to the point of beginning.

Parcel 10:

Lot 45, Block 31, of CRAFTS SECTION OF CORAL GABLES, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 11:

Lot 10, less the Southwesterly 110 feet thereof, Lot 11, less the Southwesterly 110 feet thereof, and all of Lot 9, Block 23, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, except that part of said Lot 9, described as follows: From a point of Beginning at the Southeast corner of said Lot 9, said point begin in the West Right of Way line of Galiano Street; run Southwesterly in Southeasterly line of said Lot 9, a distance of 146.01 feet, more or less to the Southwest corner of said Lot 9; thence run Northwesterly in Southeasterly line of said Lot 9, a distance of 40 feet, more or less to the Northwest corner of said Lot 9; thence run Northeasterly in the Northwesterly line of said Lot 9, a distance of 110 feet to a point; thence run Southeasterly in a line parallel to the Southwesterly line of said Lot 9, a distance of 10 feet to a point; thence run Easterly a distance of 46.67 feet, more or less, to the Point of Beginning.

Parcel 12:

Lots 12 and 13, in Block 33, of CORAL GABLES CRAFTS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 13:

Lots 6 and 7, in Block 23, of CORAL GABLES CRAFTS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 14:

Lots 1, 2, 3, 16, 17, 18 and 19, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade

County, Florida; AND TRACTS A, B and C of CATAMAL CORNER, according to the plat thereof as recorded in Plat Book 102, Page 69 of the Public Records of Miami-Dade County, Florida; AND Lots 6 and 7, less the northeasterly 107.5 ft. thereof, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 15:

INTENTIONALLY DELETED (Partial Release recorded in O.R. Book 27291, Page 2036)

Parcel 16:

Lots 14 and 15 and the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 17:

Lots 12 and 13, less the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 18:

Lots 10 and 11, in Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 19:

Northeasterly 107.5 feet of Lots 6 and 7, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 20:

Lots 8 and 9, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

NOTE: Parcels 4 through 9, 11 and 13 being now known as PONCE PLACE VILLAS EAST, according to the Plat thereof recorded in Plat Book 168, page 42, of the Public Records of Miami-Dade County, Florida.

OFFICER CERTIFICATE

This Certificate is being delivered by Lawrence Odell, in his capacity as General Counsel of FirstBank Puerto Rico, a banking institution organized under the laws of the Commonwealth of Puerto Rico (the "Bank"). The undersigned represents, warrants and certifies, on behalf of the Bank, as of the date of this Certificate that attached hereto as Exhibit A is a true and complete copy of the resolution identified as BD11-13 adopted by the Board of Directors of the Bank at a regular meeting held on June 21, 2011; that such resolution has not been amended or rescinded; and that such resolution is in full force and effect on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this certificate this 29th day of June, 2011.

By: _____


Lawrence Odell,
General Counsel
FirstBank Puerto Rico

(SEAL)

Exhibit ARESOLUTION

WHEREAS, on June 17, 2011, FirstBank Puerto Rico, a banking institution organized under the laws of the Commonwealth of Puerto Rico (the "Bank"), as seller, and Agave Ponce, LLC, a Florida limited liability company (the "Purchaser"), as purchaser, entered into that certain Purchase and Sale Agreement (the "Contract"), for the purchase and sale of the property described on Exhibit "A" attached hereto and made a part hereof (the "Property");

NOW THEREFORE BE IT RESOLVED, that the Bank be, and hereby is, authorized, (i) to enter into and to execute, deliver and to perform its obligations under the Contract; and (ii) to do or cause to be done any and all such things and to adopt, execute, deliver, perform and file any and all other documents, papers, certificates, agreements, contracts, deeds, bills of sale, affidavits and any and all other instruments (including any amendments and/or restatements of any of the foregoing) in connection with or necessary, appropriate or desirable to effect, consummate or facilitate the sale of the Property (the documents described in (i) and (ii) above are referred to collectively as, the "Conveyance Documents");

FURTHER RESOLVED, that the officers of the Bank, Aurelio Aleman as President and Chief Executive Officer, Lawrence Odell as Executive Vice President and General Counsel, Orlando Berges as Chief Financial Officer, Calixto Garcia as Executive Vice President and Regional Executive, and Elsie Alvarez as Senior Vice President (each, an "Authorized Signatory"), be, and hereby are, authorized to execute and deliver (either alone or collectively), on behalf of the Bank, the Conveyance Documents, and any and all documents, instruments or agreements necessary, appropriate or desirable to consummate the transactions contemplated in connection therewith, and the execution of any such documents, instruments or agreements, or the taking of any action in connection with the foregoing matters, shall conclusively establish such Authorized Signatory's authority therefor from the Bank and the ratification and confirmation by the Bank of the documents, instruments or agreements so executed or the actions so taken;

FURTHER RESOLVED, that each Authorized Signatory (acting alone or collectively), on behalf of the Bank, be, and hereby is, authorized to do or cause to be done any and all such other acts and things and to execute and deliver any and all such documents, papers, certificates, agreements and instruments as they or any of them, with advice of counsel, may deem necessary or desirable in order to effectuate or carry out the purpose and intent of these resolutions; and

FURTHER RESOLVED, that any and all such action heretofore taken by or on behalf of the Bank in respect of the matters described in these resolutions be, and hereby is, approved, ratified and confirmed by the Bank.

Exhibit "A"

LEGAL DESCRIPTION

Parcel 1:

Lots 8 through 13, inclusive and Lots 26 through 29, inclusive, all in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

All of the North-South Alley, which extends from Sevilla Avenue to Palermo Avenue, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

And

All that part of the East-West Alley in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof; as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, which lies west of a line 20 feet West of and parallel to the East lines extended Lots 10 and 27, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

LESS

That portion of the North-South alley and the portion of the East-West alley which lies West of the East property line of Lots 30 and 7 projected North and South respectively, Block 20, "CORAL GABLES CRAFTS SECTION", according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

Lots 14 through 25, inclusive, in Block 20, CRAFTS SECTION OF CORAL GABLES, according to the plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 4:

Lots 4 and 5, and the East ½ of Lot 3, in Block 23, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 5:

Lots 1, 2, and the West ½ of Lot 3, in Block 23, of CORAL GABLES, CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

The northeasterly ½ of the vacated alley lying southwesterly of the property specifically described on the face of the Warranty Deed; and

Commence at the most northerly corner of Lot 14, Block 23, CORAL GABLES CRAFTS SECTION, according to the Plat thereof as recorded in Plat Book 10, at Page 40 of the Public Records of Miami-Dade County, Florida, thence N44° 59' 10" E along a line being continuation of the Northwesterly line of said Lot 14 a distance of 5.00 feet to the Point of beginning; thence continue N44° 59' 10" E along the aforementioned line a distance of 5.00 feet to a point, said point being on the centerline of that certain 20 foot alley as shown on the aforementioned Plat, thence S44° 28' 50" E along the centerline of said 20 foot alley a distance of 64.00 feet to a point, thence S44° 59' 10" W a distance of 10.00 feet to a point on the Southwesterly line of said 20 foot alley, thence N40° 01' 02" W a distance of 64.24 feet to the Point of Beginning, and

That portion of part of Avenue Catalonia vacated pursuant to City of Coral Gables Ordinance #2527, as recorded in Official Records Book 12344, at Page 1016, of the Public Records of Miami-Dade County, Florida, adjoining the property specifically described on the face of the Warranty Deed.

Parcel 6:

Lots 13 and 14, in Block 23, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, and that land from a Point of Beginning at the most northerly corner of Lot 14, Block 23, CORAL GABLES CRAFTS SECTION, according to the Plat thereof as recorded in Plat Book 10, Page 40, thence run North 44° 59' 10" East along a line being a continuation of the Northwesterly line of said Lot 14 a distance of 5.00 feet; thence run South 40° 01' 02" East for distance of 64.24 feet to a point on the Northeasterly line of said Lot 14, thence run 44° 28' 50" West along the Northeasterly line of said Lot 14 for a distance of 64.00 feet to the Point of Beginning being and lying in Miami-Dade County, Florida.

Parcel 7:

Lot 15, Block 23, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade

County, Florida.

Parcel 8:

Southwesterly 110 feet of Lot 9, Less the Southeasterly 30 feet thereof, the Southwesterly 110 feet of Lot 10 and the Southwesterly 110 feet of Lot 11, Less the Northwesterly 25 feet, Block 23, Crafts Section of Coral Gables, according to the map or plat thereof as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 9:

All of Lot 8, and that part of Lot 9, Block 23, CORAL GABLES CRAFT SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida, described as follows: From a point of beginning at the southeast corner of Lot 9, said point also being the northeast corner of Lot 8, and being in the west right-of-way line of Galiano Street; run southwesterly in the southeasterly line of said Lot 9, a distance of 146.01 feet, more or less to the southwest corner of said Lot 9; thence run northwesterly along southwesterly line of said Lot 9, a distance of 30 feet to a point thence run northeasterly in a line parallel to southeasterly line of said Lot 9, a distance of 110 feet to a point; thence easterly a distance of 46.67 feet, more or less to the point of beginning.

Parcel 10:

Lot 45, Block 31, of CRAFTS SECTION OF CORAL GABLES, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 11:

Lot 10, less the Southwesterly 110 feet thereof, Lot 11, less the Southwesterly 110 feet thereof, and all of Lot 9, Block 23, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida, except that part of said Lot 9, described as follows: From a point of Beginning at the Southeast corner of said Lot 9, said point begin in the West Right of Way line of Galiano Street; run Southwesterly in Southeasterly line of said Lot 9, a distance of 146.01 feet, more or less to the Southwest corner of said Lot 9; thence run Northwesterly in Southeasterly line of said Lot 9, a distance of 40 feet, more or less to the Northwest corner of said Lot 9; thence run Northeasterly in the Northwesterly line of said Lot 9, a distance of 110 feet to a point; thence run Southeasterly in a line parallel to the Southwesterly line of said Lot 9, a distance of 10 feet to a point; thence run Easterly a distance of 46.67 feet, more or less, to the Point of Beginning.

Parcel 12:

Lots 12 and 13, in Block 33, of CORAL GABLES CRAFTS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 13:

Lots 6 and 7, in Block 23, of CORAL GABLES CRAFTS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel 14:

Lots 1, 2, 3, 16, 17, 18 and 19, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida; AND TRACTS A, B and C of CATAMAL CORNER, according to the plat thereof as recorded in Plat Book 102, Page 69 of the Public Records of Miami-Dade County, Florida; AND Lots 6 and 7, less the northeasterly 107.5 ft. thereof, Block 30, of CORAL GABLES CRAFTS SECTION according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 15:

INTENTIONALLY DELETED (Partial Release recorded in O.R. Book 27291, Page 2036)

Parcel 16:

Lots 14 and 15 and the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 17:

Lots 12 and 13, less the West 10 feet of Lot 13, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 18:

Lots 10 and 11, in Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade

County, Florida.

Parcel 19:

Northeasterly 107.5 feet of Lots 6 and 7, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

Parcel 20:

Lots 8 and 9, Block 30, of CORAL GABLES CRAFTS SECTION, according to the plat thereof as recorded in Plat Book 10, Page 40 of the Public Records of Miami-Dade County, Florida.

NOTE: Parcels 4 through 9, 11 and 13 being now known as PONCE PLACE VILLAS EAST, according to the Plat thereof recorded in Plat Book 168, page 42, of the Public Records of Miami-Dade County, Florida.



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

CFN 2012R0899120
 OR Bk 28399 Pgs 4184 - 4186 (3pgs)
 RECORDED 12/14/2012 08:40:53
 DEED DOC TAX 7.20
 SURTAX 5.40
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

US CENTURY BANK
 Plaintiff(s) / Petitioner(s)

VS.

PONCE CIRCLE DEVELOPERS (LLC) , et al.
 Defendant(s) / Respondents(s)

GENERAL JURISDICTION DIVISION

Case No: 10063882CA01
 Section: 22
 Doc Stamps: \$7.20
 Surtax: \$5.40
 Consideration: \$1,200.00

CERTIFICATE OF TITLE

The undersigned clerk of the court certifies that a Certificate of Sale was executed and filed in this action on November 20, 2012, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Miami-Dade County, Florida:

- SEE ATTACHMENT -

was sold to:

2901 PONCE, LLC, A FLORIDA LIMITED LIABILITY COMPANY
 2601 South Bayshore Drive
 Suite 1215
 Miami, FL, 33133

WITNESS my hand and the seal of this court on December 10, 2012 .



Harvey Ruvín

Harvey Ruvín, Clerk of Courts
 Miami-Dade County, Florida

FILED FOR RECORD
 2012 DEC 13 PM 2:50
 CLERK, CIRCUIT & COUNTY COURTS
 MIAMI-DADE COUNTY, FLA
 CIVIL #112

CERTIFICATE OF TITLE

Case No: 10063882CA01

EXHIBIT "A"
REAL PROPERTY LEGAL DESCRIPTION

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying, and being in Miami-Dade County, Florida, and being more particularly described as follows:

All of Block 24, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida; and all that portion of Avenue Catalonia as shown on the Plat of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida, being bounded on the Southwest by the Northwesterly extension of the Southwesterly line of Lot 15, Block 23, of said CORAL GABLES CRAFTS SECTION, and being bounded on the North by the Westerly extension of the North line of Lot 1, Block 23, of said CORAL GABLES CRAFTS SECTION, aforementioned.

NOTE: Said lands have been re-platted and now comprise Tracts "A" and the portion of Tract "B", of PONCE PLACE VILLAS EAST, according to the Plat thereof, as recorded in Plat Book 168, Page 42, of the Public Records of Miami-Dade County, Florida adjacent to Tract "A."

EXHIBIT "B"
PERSONAL PROPERTY DESCRIPTION

Debtor: Ponce Circle Developers, LLC, a Florida limited liability company.

All right, title and interest of Debtor in and to the following:

A. All buildings, structures and improvements now or hereafter situated upon the Property; the abstract of title covering the Property; all inventory, together with any proceeds thereof and any replacements thereof, that are now or may hereafter be located and situate on the Property; all and singular the tenements, hereditaments, easements, and appurtenances belonging or in any way appertaining to the Property; the rents, issues, revenues and profits of the Property; all the estate, right, title, interest, and all claims and demands whatsoever, as well in law as in equity of the Debtor in and to the Property, and every part and parcel thereof; the hazard insurance policy covering the Property together with any and all extensions and replacements thereof; and any and all rights of subrogation provided by the Mortgage, or arising thereunder; monies in any reserve accounts established or accrued pursuant to the Mortgage; any property or other thing for value acquired with or paid for by any future or further advances pursuant to the Mortgage;

B. Any and all tangible property (collectively, the "Equipment") now or hereafter owned by Debtor and now or hereafter located at, affixed to, placed upon or used in connection with the Property or any present or future improvements thereon, including without limitation: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumb-walkers; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; all furniture, furnishings, fixtures, appliances, installations, partitions, shelving, cabinets, lockers, vaults and wall safes; all carpets, carpeting, rugs, under padding, linoleum, tiles, mirrors, wall coverings, windows, storm doors, awnings, canopies, shades, screens, blinds, draperies and related hardware, chandeliers and light fixtures; all plumbing, sinks, basins, toilets, faucets, pipes, sprinklers, disposals, laundry appliances and equipment, and kitchen appliances and equipment; all alarms, safes, electronic, telephone, music, entertainment and communications equipment and systems; all janitorial, maintenance, cleaning, window washings, vacuuming, landscaping, pool and recreational equipment and supplies; and any other items of property, wherever kept or stored, if acquired by Debtor with the intent of incorporating them in and/or using them in connection with the Property or any improvements to the Property; together also with all additions thereto and replacements and proceeds thereof;

C. (a) Any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Property and/or the Equipment), or any alteration of the grade of any street upon which the Property abuts, or any other injury to, taking of, or decrease in the value of the Property and/or the Equipment or any part thereof; (b) any unearned premiums on any hazard, casualty, liability, flood or other insurance policy carried for the benefit of Debtor and/or Secured Party with respect to the Property and/or the Equipment together with the right to receive any payment, award or proceeds payable to Debtor under said insurance policies; (c) all rights of Debtor in and to all supplies and materials delivered to or located upon the Property or elsewhere and used or usable in connection with the construction or refurbishing of improvements on the Property; and (d) all rights of Debtor in, to, under, by virtue

of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trademarks, plans, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declaration or other intangibles whatsoever now or hereafter dealing with, affecting or concerning the Property, the improvements thereto, or any portion thereof or interest therein, including but not limited to: (i) all license and franchise agreements, and any and all modifications, amendments, extensions, renewals and substitution thereof, (ii) all liquor licenses, (iii) all governmental permits and/or licenses issued in connection with the use, operation and/or occupancy of any improvements on the Property and any business operations conducted thereon, (iv) all contracts, plans and permits for or related to the Property or its development or the construction or refurbishing of improvements on the Property, (v) any agreements for the provision of utilities to the Property, (vi) all payment, performance and/or other bonds, (vii) any contracts now existing or hereafter made for the sale by Debtor of all or any portion of the Property and/or the Equipment, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase money notes and mortgages made by such purchasers, and (viii) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Property; and

D. All of Debtor's rights to enter into any lease agreement regarding all or any part of the Property, and all of Debtor's rights to encumber the Property further for debt.