



City of Coral Gables Planning and Zoning Staff Report

Property:	<u>The Avenue (351 San Lorenzo)</u>
Applicant:	San Lorenzo Property, LLC
Application:	1. Conditional Use – Remote Parking 2. Transfer of Development Rights Receiving Site Plan
Public Hearing:	Planning and Zoning Board
Date & Time:	June 6 th , 2023, 6:00 – 9:00 p.m.
Location:	City Commission Chambers, City Hall 405 Biltmore Way, Coral Gables, Florida, 33134

1. APPLICATION REQUEST

The application request is for a conditional use review for remote parking and receipt of transfer of development rights (TDRs) for a mixed-use project referred to as “The Avenue” hotel and residences located at 351 San Lorenzo Avenue within the Design and Innovation District, generally bounded by Le Jeune Road to the west and San Lorenzo Avenue to the south.

1. *A Resolution of the City Commission of Coral Gables, Florida granting Remote Parking (Section 10-109) Conditional Use approval pursuant to Article 14, “Process”, Section 14-203, “Conditional Uses,” for proposed remote parking associated with the mixed-use project referred to as “The Avenue” hotel and residences on the property legally described as Lots 8 through 11, Block 9, Revised Plat of Coral Gables Industrial Section (351 San Lorenzo Avenue), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and an effective date.*
2. *A Resolution of the City Commission of Coral Gables, Florida approving receipt of Transfer of Development Rights (TDRs) pursuant to Zoning Code Article 14, “Process,” Section 14-204.6, “Review and approval of use of TDRs on receiver sites,” for the receipt and use of TDRs for a mixed-use project referred to as “The Avenue” hotel and residences on the property legally described as Lots 8 through 11, Block 9, Revised Plat of Coral Gables Industrial Section (351 San Lorenzo Avenue), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and an effective date.*

The application requests require review and recommendation by the Planning and Zoning Board at one (1) public hearing, and consideration by the City Commission at one (1) public hearing (Resolution format).

2. APPLICATION SUMMARY

Applications have been submitted by Mr. Mario Garcia-Serra on behalf of San Lorenzo Property, LLC (the “Applicant”) to the City of Coral Gables for conditional use review for remote parking and for review for receipt of transfer of development rights (TDRs) for a proposed mixed-use project referred as “The Avenue” hotel and

residences. The application package submitted by the Applicant is provided as Attachment A.

The subject property is approximately 11,000 square feet (0.25 acre), located at the northwest corner of San Lorenzo Avenue and Laguna Street and directly west of the Shops at Merrick Park in the Design and Innovation District. The property is zoned as Mixed-Use 2 (MX2) and has a future land use designation of Industrial.

The property owner, being the Applicant, seeks to redevelop a one-story Commercial building at 351 San Lorenzo Avenue into the Mediterranean-style mixed-use project. The project proposes a hotel and residences with 54 units (6 residential units: 1 unit per level), and first-floor retail and restaurant space that totals 3,681 square feet.

Standard	Required/Permitted	Proposed
Building Site	10,000 sq. ft.	10,988 sq. ft. (0.25 acres)
Open Space (ground-level outdoor area, open to the sky)	1,099 sq. ft. (10% of building site)	1,342 sq. ft. (12%)
Density	Unlimited within the Design & Innovation	6 units (one unit per level)
FAR (site area x 3.5) Mediterranean Design Mandatory	3.5 = 38,458 sq. ft.	
TDRs (25%)	9,625 sq. ft.	
Total FAR	4.375 (3.5 + TDRs)	4.375 = 48,073.64 sq. ft.
Setback up to 45 feet		
	0 on all sides up to 45 ft.	0 on all sides up to Level 2
Stepback above 45 feet		
Principal front (east, Laguna Street)	10	7'-4"
Side interior (north)	15	6'-7"
Side Street (south, San Lorenzo Ave)	10	7'-4"
Rear (alley)	0	0
Building Height	8 stories /97' 10 stories/120' w/ Commission Approval	7 stories/83'
Parking		
Hotel (1.125 x 48)	54 spaces	
Retail (3,861 / 300)	13 spaces	
	67 parking spaces total	70 Remote parking spaces

First, the Applicant is requesting one hundred percent (100%) remote off-street parking as a conditional use in accordance with Section 10-109(B) to meet the proposal's off-street parking requirements. The Applicant is requesting to remotely park at the Shops at Merrick Park parking garage, which is less than 1000' from the subject property. The requested remote parking spaces are City-controlled parking spaces, in which 400 spaces are managed by the City. The north (Laguna) garage contains 220 parking spaces and the east (office) garage has 180 parking spaces. Additionally, an off-street valet station within the proposed project's site will offer valet parking services and be operated 24 hours, seven days a week.

Second, the Applicant is requesting the receipt of transfer development rights (TDRs). The Applicant will be receiving development rights from the historically-designated property at 36 Phoenetia Avenue, which is located to the south

Ariel Map



Site Data and Surrounding Uses

The following tables provide the subject property’s designations and surrounding land uses:

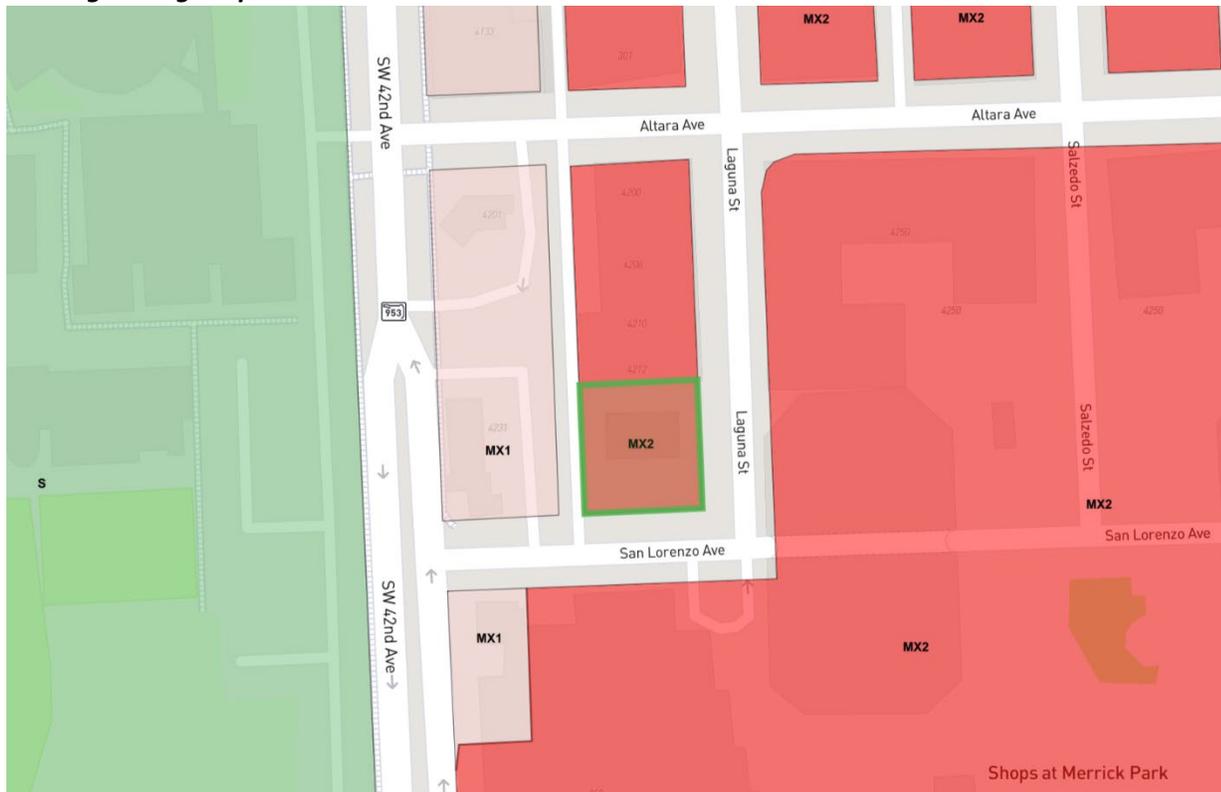
Existing Property Designations

Future Land Use Map designation	Industrial Use
Zoning Map designation	Mixed Use 2 (MX2) District
Overlay District	Design & Innovation District Overlay
Mediterranean Architectural District	Mandatory Mediterranean Architecture Style
Coral Gables Redevelopment Infill District	Yes

Surrounding Land Uses

Location	Existing Land Uses	FLUM Designations	Zoning Designations
North	2-story commercial building	Industrial	Mixed Use 2 (MX2) District
South	The Shops of Merrick Park	Industrial	Mixed Use 2 (MX2) District
East	The Shops of Merrick Park	Industrial	Mixed Use 2 (MX2) District
West	1-story commercial building	Commercial Low-Rise Intensity	Mixed Use 1 (MX1) District

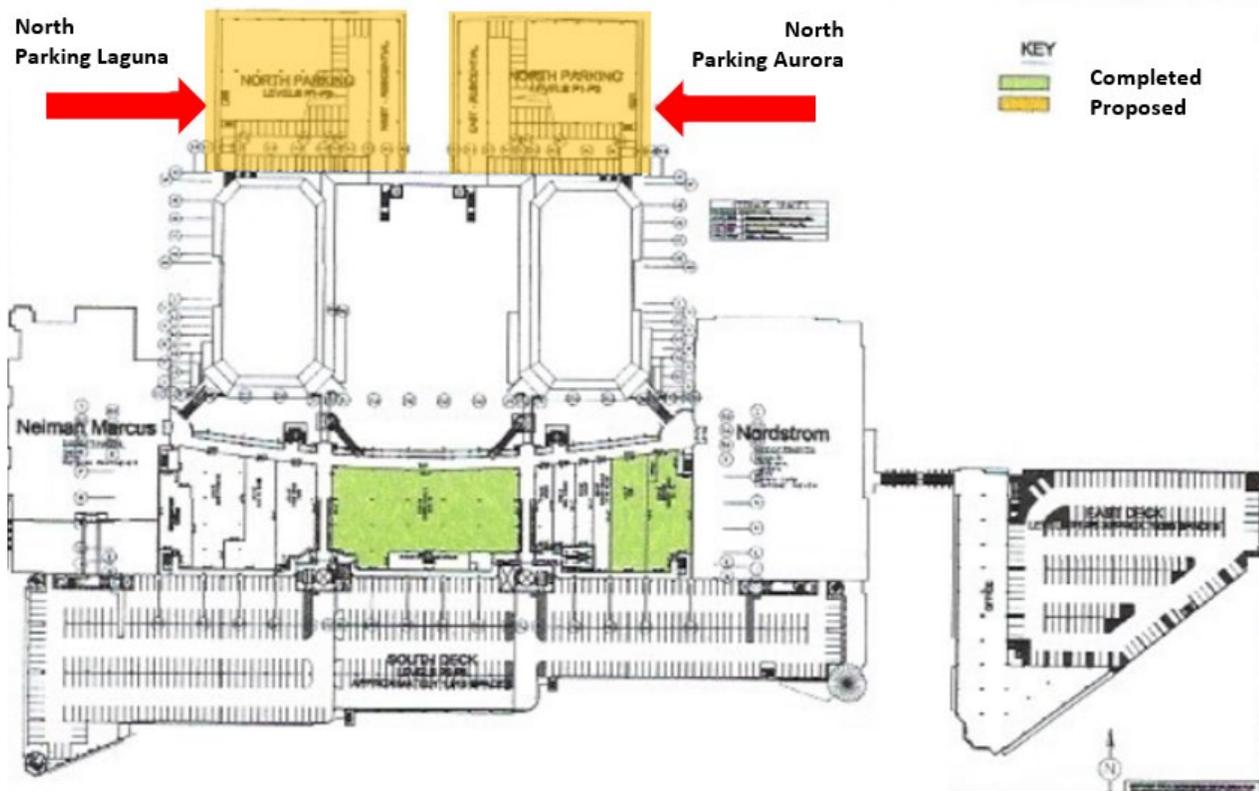
Existing Zoning Map



Future Land Use Map



Remote Parking Plan License Agreement



3. FINDINGS OF FACT

This section of the report presents City Staff’s evaluation of the Application and Findings of Fact for Conditional Use Remote Parking. The City’s responsibility is to review the Application for consistency with the City’s Comprehensive Plan (CP) Goals, Objectives, and Policies, compliance with the Zoning Code, and compliance with other applicable portions of the City Code.

CONDITIONAL USE FOR REMOTE PARKING

To provide an overview of the purpose and intent of the Conditional Use provisions, Zoning Code Section 14-203, “Purpose and Applicability” provides for the following:

“The purpose of providing for conditional uses within each zoning district is to recognize that there are uses which may have beneficial effects and serve important public interests, but which may, but not necessarily, have adverse effects on the environment, particularly residential areas, overburden public services, or change the desired character of an area. Individualized review of these uses is necessary due to the potential individual or cumulative impacts that they may have on the surrounding area or neighborhood. The review process allows the imposition of conditions to mitigate identified concerns or to deny the use if concerns cannot be resolved.”

A Conditional Use review must comply with Zoning Code Section 14-203.8, “Standards for Review” as follows:

STANDARD	STAFF EVALUATION
<p>A. The proposed conditional use is consistent with and furthers the goals, objectives and policies of the Comprehensive Land Use Plan and furthers the purposes of these regulations and other City ordinances and actions designed to implement the Plan.</p>	<p>The conditional use request to remotely park is consistent with the goals, objectives, and policies of the Comprehensive Plan by reducing the number of parking spaces needed in the Design and Innovation District. The existing parking garages at the Shops at Merrick Park were built in the early 2000's with surplus parking and a combined capacity of 3,235 parking spaces, which are located directly east and south of the subject property. A 2016 parking study observed approximately 1,140 excess parking spaces with 90% - 100% retail and office occupancy. Four hundred of the parking spaces are City owned and controlled parking spaces, 220 of which are in the north garages. The parking garage has sufficient space to meet the parking demand of The Avenue's hotel and residences. Consistent with the Comprehensive Plan, the remote parking minimizes parking requirements and prevents building more parking supply that would potentially increase traffic in the Design and Innovation District.</p> <p>Furthermore, although the area has alternative transportation modes, such as the Gables Trolley and other parking supplies nearby, this provides employees, customers, guests, and residents using the restaurant, retail, hotel, and residences an opportunity to park next to the site.</p>
<p>B. The available use to which the property may be put is appropriate to the property that is subject to the proposed conditional use and compatible with existing and planned uses in the area.</p>	<p>An objective of the Design and Innovation District is to promote high-quality retail and to encourage effective and property development of the former Industrial Section for local employment. The Avenue's architectural scale and use fits the character of the surrounding properties, and enhances the appeal of the Design and Innovation District with its mix of retail, restaurant, hotel, and residential uses. The request is utilizing available parking spaces that are not currently being used at the existing parking garage, and therefore, will not alter the scale of the Design and Innovation District and be compatible with the existing urban fabric.</p> <p>Another objective of the Design and Innovation District is to encourage pedestrian activity. Remote parking is appropriate for employees working and customers visiting The Avenue, as well as convenient for walking around the Design and Innovation District that has a variety of retail and restaurant options, including the Shops at Merrick Park, once they have parked. The remote parking concept is compatible with most existing buildings and uses in the Design and Innovation District – as most patrons and visitors park their vehicles remotely in the public parking garages or on street – and not on-site.</p>

STANDARD	STAFF EVALUATION
C. The proposed conditional use does not conflict with the needs and character of the neighborhood and the City.	<p>The needs and character of the Design and Innovation District will not be compromised by remote parking at the Shops of Merrick Park parking garage. As aforementioned, the parking garage has enough available spaces to meet The Avenue’s demand. Remote parking will utilize available public parking spaces owned by the City, and provide guests and employees another area to park in the Design and Innovation District that is in close proximity to the site.</p> <p>Additionally, remote parking does not interfere with the other alternative transportation modes beyond driving and parking cars, such as the City of Coral Gables Trolley, City of Miami Trolley, Miami-Dade County MetroBus, Rideshare (Uber, Lyft, and Alto), Freebee, and bicycle.</p>
D. The proposed conditional use will not adversely or unreasonably affect the use of other property in the area.	<p>The Applicant’s proposal will not adversely or unreasonably affect the use of other buildings to also utilize remote parking at the parking garage at the Shops of Merrick Park and within the Design and Innovation District. Furthermore, remote parking will not lead to a parking shortage within the area.</p>
E. The proposed conditional use will not adversely or unreasonably affect the use of other property in the area.	<p>The proposed remote parking is a compatible use with both the existing commercial buildings in the Design and Innovation District that currently only use on-street parallel parking, City Valet Stations, or public parking garages. The proposed remote parking will only use underutilized parking spaces in the parking garage at the Shops at Merrick Park. The project will be beneficial for the area since there is no hotel in close proximity to the Shops at Merrick Park.</p>
F. The parcel proposed for development is adequate in size and shape to accommodate all development features.	<p>The project site comprises of Lots 8 through 11, Block 9, Industrial Section, and is approximately 11,000 square feet (0.25 acres) in size which accommodates all the proposed development features.</p>
G. The nature of the proposed development is not detrimental to the health, safety and general welfare of the community.	<p>The proposed development and request for remote parking is not detrimental to the health, safety, and general welfare of the community. As expounded above, remote parking allows the utilization of existing off-street parking in the area and does not conflict with the goals and objectives for development in the Design and Innovation District. Additionally, the hotel will enrich and support</p>

STANDARD	STAFF EVALUATION
H. The design of the proposed driveways, circulation patterns and parking is well defined to promote vehicular and pedestrian circulation.	the area for retail purposes and for providing a hotel in close proximity to the Shops at Merrick Park, one of the largest retail centers in the City of Coral Gables.
I. The proposed conditional use satisfies the concurrency standards of Section 14-218 and will not adversely burden public facilities, including the traffic-carrying capacities of streets, in an unreasonable or disproportionate manner.	The design of “The Avenue” includes an off-street valet drop-off/pick-up that is accessed from the front street. The vehicle entry from the front property line is only allowed with City Commission approval when an alley or side street are present. The proposed design prioritizes pedestrians with an even and level sidewalk through the driveway to prevent conflicts with traffic and pedestrian circulation.

Staff’s Findings: Based upon the Findings of Facts provided herein, Staff finds the Application satisfies the provisions of the Zoning Code for the Conditional Use Remote Parking Review for the proposed remote parking spaces. Staff review finds that the proposed plans and Staff’s recommended conditions of approval incorporate measures to mitigate potentially negative impacts that could have adverse effects on neighboring properties.

TRANSFER OF DEVELOPMENT RIGHTS (TDRs)

The purpose and intent of the Transfer of Development Rights provisions, Zoning Code Section 14-204, “Purpose and Applicability” stated purpose *“is to encourage historic preservation and to provide an economic incentive to property owners to designate, protect, enhance and preserve historic properties within the CBD and the North Ponce neighborhood.”*

Sections 14-204.5 and 14-204.6 of the Zoning Code establish the requirements for the use of TDRs on receiver sites. Those provisions state that the Planning and Zoning Board and City Commission may recommend conditions of approval that are necessary to ensure compliance with the criteria and standards as specified in the Zoning Code.

The property purchasing or transferring the TDRs (referred to as receiver sites) must be zoned Mixed-Use and within the Central Business District (CBD), North Ponce de Leon Boulevard Mixed-Use District, or the Design & Innovation District.

The subject site qualifies as a receiver site, since it is zoned Mixed-Use and is located within the Design and Innovation District. The Applicant is requesting to receive development rights from the historically-designated property at 36 Phoenetia Avenue, which is located south of Phoenetia Avenue and east of Galiano Street within the

North Ponce Neighborhood Conservation District Overlay. The Applicant intends to acquire a total of 9,615 square feet of TDRs, which is a 25% increase of permitted gross FAR from 3.5 to 4.375.

The requested TDRs will not allow additional height or density to the proposed project. However, the TDRs add to the bulk of the building to accommodate the proposed hotel units and commercial space.

A review of Transfer of Development Rights must comply with Zoning Code Section 14-204.6, "Standards for Review" as follows:

- A. An application to transfer development rights to a receiver site shall be reviewed subject to all of the following:
 - 1. In conformance with any applicable conditions of approval pursuant to the Certificate of TDRs.
 - 2. Board of Architects review and approval subject to Section 5-100, Design Review Standards.
 - 3. If the receiving site is within five (500) hundred feet of a local historic landmark, Historic Preservation Board review and approval is required to determine if the proposal shall not adversely affect the historic, architectural, or aesthetic character of the property.
 - 4. Planning and Zoning Board review and recommendation and City Commission review and approval by resolution the application satisfies all of the following:

STANDARD	STAFF EVALUATION
<p>A. Applicable site plan review requirements per Section 14-202., General Development Review Procedures and conditional use review requirements per Section 14-203, Conditional Uses.</p>	<p>The project was reviewed by the Development Review Committee on October 28th, 2022; reviewed by the Board of Architects on January 26th and February 9th, and approved on February 9th, 2023. The requested variances for upper-story stepbacks were reviewed and granted by the Board of Adjustment on April 3rd, 2023.</p> <p>Upon recommendation from the Planning & Zoning Board, the City Commission will review the receipt of TDRs, use of remote parking, and front driveway.</p>
<p>B. The extent to which the application is consistent with the Zoning Code and City Code otherwise applicable to the subject property or properties, including density, bulk, size, area and use, and the reasons why such departures are determined to be in the public interest.</p>	<p>The application is consistent with the Zoning Code and City Code, including density, bulk, size, area and use for the public interest. Because the surrounding area does not have a nearby hotel, this project will be beneficial for guests and for retailers at the Shops at Merrick Park, the largest shopping center in the City of Coral Gables. Since the project is proposing to locate the required off-street parking remotely, the bulk, size, and area are consistent with the Zoning Code limitations and compatible with the existing Design & Innovation District. The project was granted variances by the Board of Adjustment for the deviations from the upper-level stepbacks requirements. While not complying with the full required stepback at 45 feet, the provided stepbacks occur closer to the ground and therefore are in the public interest to allow building relief and access</p>

STANDARD	STAFF EVALUATION
	to sunlight.
<p>C. The physical design of the proposed site plan and the manner in which the design makes use of adequate provisions for public services, provides adequate control over vehicular traffic, provides for and protects designated common open areas, and furthers the amenities of light and air, recreation and visual enjoyment.</p>	<p>Off-site remote parking at the parking garage at the Shops at Merrick Park reduces the scale of The Avenue project. A major component of the design is to maximize pedestrian movement and reduce vehicular movement.</p>
<p>D. The conformity of the proposal with the Goals, Objectives and Policies of the City’s Comprehensive Plan.</p>	<p>The proposed use of TDRs at this location and redevelopment is compatible with the character of the surrounding Design & Innovation District and community, and therefore conforms to the many Goals, Objectives and Policies of the Comprehensive Plan. The district is rapidly redeveloping with mid-rise mixed-use buildings that are often taller and more substantial than the proposed project, due to the on-site parking that is associated with many of the recent construction. The requested transfer of square footage to the proposed building does not negatively impact the area. A more detailed analysis of the consistency with the Comprehensive Plan is provided below.</p>

5. Notice of hearings provided in accordance with the provisions of Article 15 of these regulations.

The Planning and Zoning Board may recommend, and the City Commission may impose conditions of approval that are necessary to ensure compliance with the standards set out herein.

Staff’s Findings: Based upon the Findings of Facts provided herein, Staff finds the Application satisfies the provisions of the Zoning Code for the Transfer of Development Rights for the proposed project. Staff review finds that the proposed plans and Staff’s recommended conditions of approval incorporate measures to mitigate potentially negative impacts that could have adverse effects on neighboring properties.

Consistency Evaluation of the Comprehensive Plan (CP) Goals, Objectives and Policies

This section provides those CP Goals, Objectives and Policies applicable to the Application and the determination of consistency:

REF. NO.	COMPREHENSIVE PLAN GOAL, OBJECTIVE AND POLICY	STAFF REVIEW
1	Policy MOB-1.1.2. Encourage land use decisions that encourage infill, redevelopment	Complies

REF. NO.	COMPREHENSIVE PLAN GOAL, OBJECTIVE AND POLICY	STAFF REVIEW
	and reuse of vacant or underutilized parcels that support walking, bicycling and public transit use.	
2	Goal MOB-2. The City will maintain and enhance a safe, convenient, balanced, efficient and interconnected multi-modal system consisting of vehicular, transit, bicycle, and pedestrian transportation options; and will be coordinated with the City's Comprehensive Plan while maintaining the economic viability of the City's businesses, and continued enhancement of the quality of life for the City's neighborhoods.	Complies
3	Objective MOB-2.2.5. As a vibrant mature City located in rapidly growing Miami-Dade County, the City shall continue to pursue and promote infill and redevelopment in appropriate parts of the City, especially within the City's GRID. The City shall research the following: <ul style="list-style-type: none"> • The possible expansion and upgrade of the current trolley system to other destinations within the City which may include a northern extension beyond 8th Street and connection to the University of Miami campus. • Potential development incentives and/or economic incentives to promote trolley ridership. • Maintain the existing Coral Gables Mediterranean Style Design Standards, which awards density and height bonuses for developments which provide pedestrian amenities thereby encouraging walkability. 	Complies
4	Objective MOB-3.1. Provide efficient use, availability and notification of parking within the City.	Complies
5	Policy MOB-3.1.1. The City shall research various parking strategies and policies for consideration and possible adoption that may include one or more of the following: <ul style="list-style-type: none"> • Additional opportunities for visible/clear signage identifying public parking facilities or opportunities to "intercept" vehicle parking patrons. • Wayfinding signage to direct "pedestrian parkers" to their destinations. • Quality pedestrian connections between the parking facility and the initial destination and secondary destination(s), and City trolley. • Creation of an online real-time access to parking location and occupancy information. • Performance based pricing within high demand areas. • Support a "park once" effort, whereas parking patrons become a "pedestrian" of "transit rider" between the City's downtown, adjoining retail centers, business attractors, employment centers and the University of Miami. • Continue research on the use of shared parking for destinations for public facilities or the overall parking system. 	Complies
6	Policy MOB-3.1.2. Management of existing public facilities or future public facilities shall be based on a Level of Service (LOS) that provide parking for short term users (i.e., visitors) within 500 feet of their initial destination and beyond 500 feet for long term users.	Complies
7	Policy MOB 3.1.3. Adopt by 2009, a payment in lieu of parking system allowing the development community to reduce parking requirements where alternative transportation or existing parking supply can support new development. Rigid adherence to development of excessive additional parking supply can only exacerbate roadway capacity limitations.	Complies
8	Goal FLU-1. Protect, strengthen, and enhance the City of Coral Gables as a vibrant	Complies

REF. NO.	COMPREHENSIVE PLAN GOAL, OBJECTIVE AND POLICY	STAFF REVIEW
	community ensuring that its neighborhoods, business opportunities, shopping, employment centers, cultural activities, historic value, desirable housing, open spaces, and natural resources make the City a very desirable place to work, live, and play.	
9	Objective FLU-1.2. Efforts shall continue to be made to control blighting influences, and redevelopment shall continue to be encouraged in areas experiencing deterioration.	Complies
10	<p>Objective FLU-1.7.2. The City shall continue to enforce the Mediterranean architectural provisions by providing incentives for infill and redevelopment that address, at a minimum, the impact on the following issues:</p> <ul style="list-style-type: none"> • Surrounding land use compatibility • Historic resources • Neighborhood identity • Public facilities including roadways • Intensity/density of the use • Access and parking • Landscaping and buffering 	Complies
11	<p>Policy FLU-1.9.3. The City in conjunction with business and property owners shall implement the Miracle Mile Improvement Plan which provides the following:</p> <ul style="list-style-type: none"> • Create a more pedestrian friendly environment by widening sidewalks and narrowing roadway pavement; • Reduce speed limits along Miracle Mile; • Encourage a mix of uses with unique shopping and cultural opportunities; • Encourage shopping for neighboring residents; and, • Improve parking 	Complies
12	<p>Policy FLU-1.10.2. The City shall continue to maintain regulations consistent with the Comprehensive Plan which regulate the use and development of land in a manner which, at a minimum, provides for land use consistent with the Future Land Use Plan map series, interpretive text and Land Use Element goal, objectives and policies; regulate the subdivision of land; regulate signage; regulate development and use in areas subject to seasonal or periodic flooding, provide for stormwater management; open space and regulate on-site traffic flow and parking.</p>	Complies
13	<p>Goal DES-1. Maintain the City as a livable city, attractive in its setting and dynamic in its urban character.</p>	Complies
14	<p>Objective DES-1.1. Preserve and promote high quality, creative design and site planning that is compatible with the City’s architectural heritage, surrounding development, public spaces and open spaces.</p>	Complies
15	<p>Policy DES-1.2.1. Continue the award of development bonuses and/or other incentives to promote Coral Gables Mediterranean design character providing for but not limited to the following: creative use of architecture to promote public realm improvements and pedestrian amenities; provide a visual linkage between contemporary architecture and the existing and new architectural fabric; encourage landmark opportunities; and creation of public open spaces.</p>	Complies
16	<p>Objective DES-1.2. Preserve the Coral Gables Mediterranean design and architecture.</p>	Complies

REF. NO.	COMPREHENSIVE PLAN GOAL, OBJECTIVE AND POLICY	STAFF REVIEW
17	Objective DES-1.3. Encourage high quality signage that is attractive, appropriately located and scaled, and balances visibility with aesthetic needs.	Complies
18	Policy MOB-1.1.2. Encourage land use decisions that encourage infill, redevelopment, and reuse of vacant or underutilized parcels that support walking, bicycling, and public transit use.	Complies

Staff Comments: The above evaluation indicates that this Application for remote parking as a conditional use and for transfer of development rights for The Avenue is “consistent” with the Comprehensive Plan’s goals, objectives, and policies as determined by Staff.

Per Policy MOB-1.1.2. and Objective MOB-3.1., the City intends to “Encourage land use decisions that encourage infill, redevelopment and reuse of vacant or underutilized parcels that support walking, bicycling and public transit use” and “Provide efficient use, availability, and notification of parking within the City.” The request for remote parking encourages using the public parking spaces available at the parking garage at the Shops at Merrick Park, which is within 1,000 feet of the proposed project. Parking remotely at the garage encourages walking around the Shops at Merrick Park and around the Design and Innovation District that offers a variety of retail and restaurant selections.

Per Policy MOB-3.1.1., “The City shall research various parking strategies and policies for consideration and possible adoption that may include one or more of the following: Support a “park once” effort, whereas parking patrons become a “pedestrian” or “transit rider” between the City’s downtown, adjoining retail centers, business attractors, employment centers and the University of Miami.” The proposed application for remote parking does meet the policy by supporting a “park once” effort. Employees and guests who remotely park in the parking garage at the Shops at Merrick Park and visiting or staying at The Avenue hotel and residences can become pedestrians and transit riders along the District and the City.

Per Policy MOB-3.1.2., the City aims to manage “existing public facilities or future public facilities shall be based on a Level of Service (LOS) that provide parking for short term users (i.e., visitors) within 500 feet of their initial destination and beyond 500 feet for long term users.” The adjacent parking garage entry/exit point is within 500 feet of The Avenue, and therefore, achieves the City’s policy.

Per Policy MOB-3.1.3., the City seeks to “Adopt by 2009, a payment in lieu of parking system allowing the development community to reduce parking requirements where alternative transportation or existing parking supply can support new development. Rigid adherence to development of excessive additional parking supply can only exacerbate roadway capacity limitations.” The request to remotely park is utilizing an existing parking supply, being the parking garage at the Shops at Merrick Park, that is equipped to handle the Avenue’s demand.

Per Goal FLU-1., The City aspires to “Protect, strengthen, and enhance the City of Coral Gables as a vibrant community ensuring that its neighborhoods, business opportunities, shopping, employment centers, cultural activities, historic value, desirable housing, open spaces, and natural resources make the City a very desirable place to work, live, and play” and DES-1., the City seeks to “Maintain the City as a livable city, attractive in its setting and dynamic in its urban character.” The Design and Innovation District will greatly benefit from this project and its mix of uses, being the hotel and residences (54 units; 1 residential unit per level) and 3,8631 square feet of retail space on the first floor. Once constructed, this will be the closest hotel located near the Shops at Merrick Park. Currently, there is a lack of hotels in the area. In addition, the project complements and augments the area’s residential, retail,

employment, and transit center as a hotel and commercial space. This mixed-use project will make the area a more alluring place to live and visit in the City for residents and visitors alike.

Per Objective FLU-1.2., The City’s “Efforts shall continue to be made to control blighting influences, and redevelopment shall continue to be encouraged in areas experiencing deterioration.” As aforementioned, the subject property has a one-story Commercial building that was built in 2016, but is underutilized. The Avenue proposes a mix of uses that will further develops and beautifies the District, especially for the Shops at Merrick Park that is directly across the site. Residents and visitors can easily access the retail center.

Per Objective FLU-1.7.2., “The City shall continue to enforce the Mediterranean architectural provisions by providing incentives for infill and redevelopment that address, at a minimum, the impact on the following issues: Surrounding land use compatibility; historic resources; neighborhood identity; public facilities including roadways; intensity/density of the use; access and parking; and landscaping and buffering” and Objective DES-1.1., the City intends to “Preserve and promote high quality, creative design and site planning that is compatible with the City’s architectural heritage, surrounding development, public spaces and open spaces.” This project has architectural elements on the building facades and on the top of the building, as well as relief elements at street level to deliver Mediterranean architectural design bonus. The project was approved by the Board of Architects and maintains the prominent historical Mediterranean style of Coral Gables. Additionally, the project redevelops the current underutilized site and is compatible with the surrounding land uses, provides Mediterranean architectural design, enhances the area’s mixed-use identity, and offers remote parking.

Therefore, Staff’s determination is that this application is “consistent” with the CP Goals, Objectives and Policies that are identified above is based upon compliance with conditions of approval recommended by Staff and proffered by the Applicant. It allows efficient use of existing excess parking within the District via Remote Parking, which encourages alternative modes of transportation and reduces the number of cars on the city’s streets.

4. REVIEW TIMELINE AND PUBLIC NOTIFICATION

City Review Timeline

The submitted applications have undergone the following City reviews:

REVIEW COMMITTEES AND BOARDS	DATE
Development Review Committee	10.28.22
Board of Architects	01.26.23 02.09.23
Board of Adjustment – Stepback variances	04.03.23
Planning and Zoning Board	06.06.23
City Commission	TBD

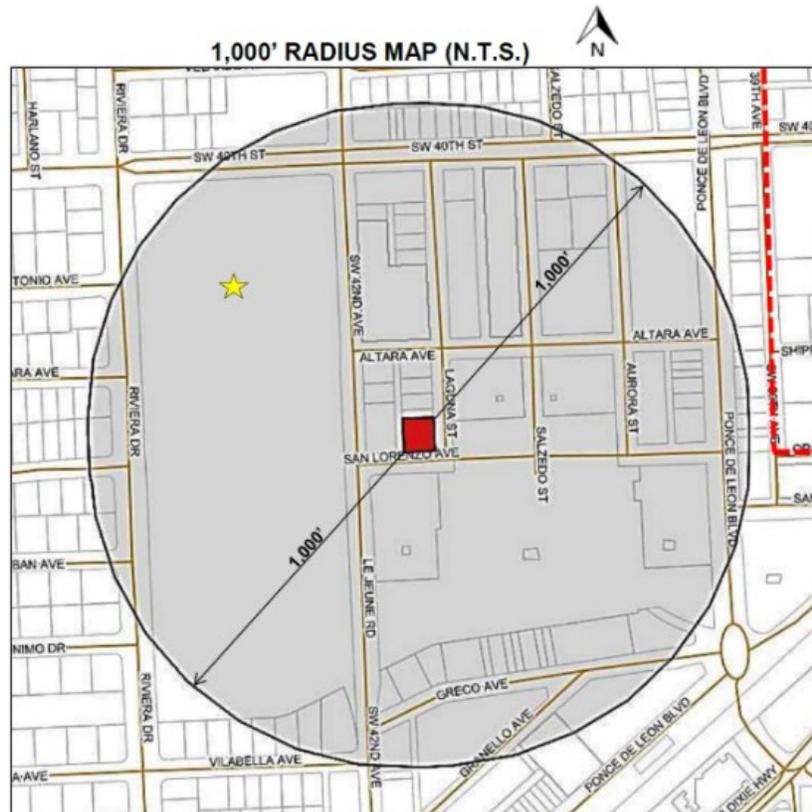
STAFF REVIEW				
Department	DRC	Board of Architects	Board of Adjustment	Comments
	10.28.22	01.26.23 & 02.09.23	04.03.23	Provided

Historical Resources and Cultural Arts	X			Y
Art in Public Places	X			Y
Parking	X			Y
Police				N
Fire	X			Y
Public Works (Engineering)	X			Y
Public Works (Utilities)	X			Y
Zoning	X		X	Y
Planning	X			Y
Board of Architects	X	X		Y
Building	X			Y
Greenspace Management	X			N

Public Notification and Comments

The Applicant held the mandatory neighborhood meeting on May 23rd, 2023 with notification to all property owners within 1,000 feet of the property. A copy of the meeting invitation and attendance list is on file with the Planning Division. A summary of the meeting is provided as Attachment B.

Article 15, “Notices,” Section 15-100 of the Zoning Code requires notification be provided to all property owners within 1,000 feet of the property. The notification was sent on May 15th, 2023. The notice indicates the following: applications filed; public hearing dates/time/location; where the application files can be reviewed; and provides for an opportunity to submit comments. There were 749 notices mailed. A copy of the legal advertisement and notice are provided as Attachment C. A map of the notice radius is provided below.



SUBJECT: 351 San Lorenzo Avenue, Coral Gables, FL 33146
FOLIO NUMBER: 03-4120-017-1570

LEGEND:
CITY OF CORAL GABLES BOUNDARY - - - - - MDCPS ★

Notification Radius Map

The following has been completed to solicit input and provide notice of the Application:

PUBLIC NOTICE	DATE
Mailed notification for neighborhood meeting	05.15.23
Applicant neighborhood meeting	05.23.23
Sign posting of property	05.23.23
Mailed Notification for PZB meeting	05.23.23
Legal advertisement	05.24.23
Posted Agenda on City web page/City Hall	06.02.23
Posted Staff report on City web page	06.02.23

5. STAFF RECOMMENDATION AND CONDITIONS OF APPROVAL

1. *A Resolution of the City Commission of Coral Gables, Florida granting Remote Parking (Section 10-109) Conditional Use approval pursuant to Article 14, "Process", Section 14-203, "Conditional Uses," for proposed remote parking associated with the mixed-use project referred to as "The Avenue" hotel and residences on the property legally described as Lots 8 through 11, Block 9, Revised Plat of Coral Gables Industrial Section (351 San Lorenzo Avenue), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and an effective date.*
2. *A Resolution of the City Commission of Coral Gables, Florida approving receipt of Transfer of Development Rights (TDRs) pursuant to Zoning Code Article 14, "Process," Section 14-204.6, "Review and approval of use of TDRs on receiver sites," for the receipt and use of TDRs for a mixed-use project referred to as "The Avenue" hotel and residences on the property legally described as Lots 8 through 11, Block 9, Revised Plat of Coral Gables Industrial Section (351 San Lorenzo Avenue), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and an effective date.*

Staff recommends **Approval, with conditions.**

Conditions of Approval

In furtherance of the Comprehensive Plan's Goals, Objectives and Policies, and all other applicable Zoning Code and City Code provisions, the recommendation for approval of the proposed project is subject to all of the following conditions of approval. Additional conditions of approval may be added to this list prior to Commission review.

1. **Application/Supporting Documentation. Construction of the proposed project shall be in substantial conformance with all of the following:**
 - a. The Applicant's submittal package to PZB prepared by Bermello Ajamil & Partners to include:
 - i. Maximum building height shall not exceed 7 stories/83 feet
 - ii. 4.375 FAR (48,073 square feet)
 - iii. 70 remote parking spaces
 - b. Revised site plan for a continuous and level sidewalk through the proposed curbcut and driveway.
 - c. All representations preferred by the Applicant's representatives as a part of the review of the Application at public hearings.
2. **Prior to issuance of the first Building Permit, Applicant shall:**
 - a. **On-street parking.** Payment shall be provided by Applicant, its successors or assigns according to established City requirements for the loss of five (5) on-street parking spaces as a result of the project.
 - b. **Remote Parking.** The one-time payment into the Parking Trust Fund for use of Remote Parking shall be paid for one hundred percent of the requested remote parking spaces and shall be collected prior to the issuance of a building permit in the amount established by the City Commission per Ordinance 2023-04.
 - c. **Covenant.** Submit an appropriate covenant which shall run with the land and declaration of restrictions for the remote parking spaces in recordable form acceptable to the City Attorney and acceptable in substance to the Director of Development Services, including at least all of the following:

- i. The owner of the remote parking spaces must confirm that the remote parking spaces are a surplus of the required parking spaces that serve an existing development. The City has the right to access and inspect remote parking spaces if the spaces are leased.
 - ii. An application must be submitted to amend the remote parking approval if the Applicant proposes to relocate remote parking spaces to a different location at least 90 days before the termination of the remote parking agreement. The same application requirements apply.
 - iii. The Applicant must report any unplanned changes in the application facts OR create a remote parking arrangement approved by the Director of Development Services within 5 business days of unplanned changes, AND submit a remedial plan consistent with the subsection 8 within 10 business days from the unplanned changes. The Director of Development Services is responsible for approving the remedial plan and setting the time of implementation.
 - iv. The City is authorized to inspect the remote parking spaces to determine the continuing adequacy of the remote parking arrangement during operation hours.
 - v. The Applicant must submit an affidavit annually to confirm the facts of initial approval.
 - vi. The Applicant must submit renewed documents and affidavits at the time of entering into a new lease or renewing a lease.
 - vii. If the Applicant fails to meet the requirements provided for herein, the Applicant will be subject to compliance with the parking requirements of the Zoning Code applicable to the property. The Director of Development Services determines the materiality of the failure to comply with the requirements provided for herein.
 - viii. The survey must show the exact location, traffic flow, and current physical layout of the proposed remote parking spaces.
 - d. **Construction Notices.** Provide written notice to all properties within one thousand (1,000) feet of the project boundaries providing a specific liaison/contact person for the project including the contact name, contact telephone number and email, to allow communication between adjacent neighbors or interested parties of construction activities, project status, potential concerns, etc.
 - e. **Construction staging.** Submit a construction staging plan to the Building Division. A checklist of requirements shall be provided upon request. Construction phasing/staging shall maintain pedestrian access and circulation along Laguna and San Lorenzo. No equipment, outriggers, tracks, tires, RTU or vehicles permitted within the sidewalk area at any time.
 - f. **Underground overhead utilities.** Applicant shall provide all necessary plans and documents to underground all utilities along the entire alleyway, subject to review and approval by the Directors of Public Works, Landscape Services and Planning and Zoning.
- 3. **Prior to issuance of the first Certificate of Occupancy of Temporary Certificate of Occupancy, Applicant shall:**
 - a. **Underground utilities.** Complete the undergrounding of all new utilities along the entire alley, subject to review and approval by the Directors of Public Works, Landscape Services, and Planning and Zoning.
 - b. **Public Realm improvements and Remote Parking accessibility.** Installation of all right-of-way improvements and all landscaping, public realm, and streetscape improvements identified on the Applicant's approved plans, including an improved pedestrian crossing and signage on both sides of San Lorenzo Avenue to access Remote Parking, subject to review and approval by the Directors of Public Works, Landscape Services, and Planning and Zoning. Any changes to and departures from

the right-of-way and public realm improvements identified on the Applicant's approved plans and associated detail plans and specifications via the permitting process shall be subject to review and approval by Directors of Public Works, Landscape Services, and Planning and Zoning.

4. Prior to issuance of the first Certificate of Occupancy of Temporary Certificate of Occupancy, Applicant shall:

- a. **Affidavit.** Prior to the annual renewal of the certificate(s) of use, submit an affidavit and any renewed documentation of the remote parking affirming that the matters originally approved remain in effect, which shall be reviewed by the Development Services Director per Section 10-109 of the Zoning Code. The certificate(s) of use shall not be issued unless the affidavit and documentation demonstrate that all the Remote Parking requirements of Section 10-109 continue to be met for the remote parking arrangement as it was approved.
- b. **Annual Renewal.** The Applicant shall, prior to the annual renewal of the certificate(s) of use, submit an affidavit and any renewed documentation of the remote parking affirming that the matters originally approved remain in effect, which shall be reviewed by the Development Services Director per Section 10-109 of the Zoning Code. The certificate(s) of use shall not be issued unless the affidavit and documentation demonstrate that all the Remote Parking requirements of Section 10-109 continue to be met for the remote parking arrangement as it was approved.
- c. **Remedial Plan.** If the remote parking agreement is terminated or otherwise no longer available, the Applicant shall comply with the Remedial Plan options of Section 10-109 of the Zoning Code.

1 . ATTACHMENTS

- A. Applicant's submittal package.
- B. Draft Parking License Agreement
- C. Notice mailed to all property owners within 1,000 feet of the property and legal ad.
- D. 2016 Parking Occupancy Study.
- E. Staff PowerPoint.
- F. Transfer of Development Rights Certificate.

Please visit the City's webpage at www.coralgables.com to view all Application materials, notices, applicable public comments, minutes, etc. The complete Application and all background information also is on file and available for examination during business hours at the Planning and Zoning Division, 427 Biltmore Way, Suite 201, Coral Gables, Florida, 33134.

Respectfully submitted,



Jennifer Garcia, AICP, CNU-A
City Planner
City of Coral Gables, Florida

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT ("Agreement") is made as of April 3, 2023, by and between MERRICK PARK LLC, a Maryland liability company ("Grantor"), and SAN LORENZO PROPERTY LLC, a Florida limited liability company ("Licensee").

WITNESSETH:

A. Grantor owns and operates a regional shopping center commonly known as The Shops at Merrick Park, located in Coral Gables, Florida and legally described on Exhibit "A-1" attached hereto (the "Shopping Center").

B. Grantor ground leases the land upon which the Shopping Center is situated from the City of Coral Gables, a municipal corporation existing under the laws of the State of Florida (the "City") pursuant to that certain Second Amended and Restated Master Lease Agreement (the "City Lease") dated July 7, 1997, as amended, with Grantor, as tenant, and the City, as landlord.

C. Within the Shopping Center, Grantor controls certain parking spaces that are located within the parking structures (the "Parking Garages") identified as the "Laguna Garage", the "Aurora Garage" and the "South Garage" on the schematic plan attached hereto as Exhibit "B" (the "Plan") pursuant to the City Lease and other agreements described in Exhibit "C" attached hereto (the "Property Agreements").

D. Licensee is the fee owner of certain real property described on Exhibit "A-2" attached hereto and identified as the "Licensee Parcel" on the Plan (the "Licensee Parcel").

E. Licensee intends to develop, or cause to be developed, a residential project, which may include ancillary retail space or ancillary office space, substantially in accordance with that certain Covenants, Conditions and Restrictions Agreement dated as of May 20, 2015 by and between GGP of Florida, LLC, Grantor and Laguna Merrick, LLC (the "Permitted Use") upon the Licensee Parcel (the "Project"). In order to satisfy certain municipal parking requirements applicable to the Project, Licensee requires the right to use certain off-site parking located within the Shopping Center as further described herein.

F. Grantor is willing to grant to Licensee, and Licensee is willing to accept, a license to use certain undesignated parking spaces in the Laguna Garage and the Aurora Garage on a non-exclusive basis upon the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor and Licensee hereby agree as follows:

Section I. Grant of Parking License. Subject to the payment of the License Contribution (as hereinafter defined), Grantor hereby grants to Licensee for the benefit of Licensee and its tenants, licensees, invitees, guests, successors and assigns, as appurtenant to the Licensee Parcel, the non-exclusive right and license (the "Parking License") during the Term (as hereinafter defined) (i) to use [70] undesignated parking spaces in the Laguna Garage and the Aurora Garage

for the operation of the Project for the Permitted Use (the "Parking Spaces") with an option to add thirty (30) additional Parking Spaces at the sole option of Licensee to be exercised by written notice to Grantor within eighteen (18) months of the Commencement Date (as defined below) and (ii) to cross over, on and through the entrances, exits, common drive ways and drive aisles, the stairwells and elevators providing access to the Parking Spaces, and the sidewalks and walkways, in vehicles and by foot, as reasonably necessary for access to, and to benefit from, the Parking Spaces.

Section 2. Term of Parking License. Except as may otherwise be provided herein, the term of the Parking License granted herein shall commence on the issuance by the applicable local governmental authority of a temporary or permanent certificate of occupancy with respect to the Project (the "Commencement Date"), and shall terminate at such time as the Licensee Parcel is no longer used by Licensee solely for the Permitted Use (such period, the "Term"). Subject to Grantor's reservations under Section 4 below, the Parking Spaces shall be made available by Grantor to Licensee twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty five (365) days per year.

Section 3. License Contribution. Licensee agrees to pay commencing on the Commencement Date and throughout the Term a common area maintenance charge to Grantor towards the use, operation and maintenance of the Parking Spaces in an amount equal to the License Contribution. For purposes of this Agreement, the "License Contribution" shall mean an amount equal to the product of (i) the Per Space Parking Fee (as hereinafter defined) and (ii) the total number of Parking Spaces then subject to the Parking License. For purposes of this Agreement, the "Per Space Parking Fee" shall mean one hundred twenty five percent (125%) of the City rate for parking spaces per annum in effect as of the date of this Agreement, which amount shall increase on the January 1st first following the date of this Agreement, and on each successive January 1st thereafter, by an amount equal to the annual percentage increase in the Consumer Price Index for all urban consumers for Miami-Fort Lauderdale-West Palm Beach (it being agreed that in no event shall the Per Space Parking Fee be decreased at any time).

Section 4. Grantor's Reservation of Rights

(a) Grantor reserves the right to change the location, dimensions, height and clearance of the Parking Spaces, entrances, exits and drive aisles and to otherwise make alterations or modifications to the Parking Garages, including in connection with the alteration or modification of any building elements, equipment systems and other improvements within or adjacent to the Parking Garages, provided, however, (i) at least sixty (60) days before to making any such changes which would materially and adversely affect the use of the Parking Spaces by Licensee and the location of the Parking Spaces, Grantor shall obtain the prior approval of Licensee and City, such approvals not to be unreasonably withheld, and (ii) in no event shall any of such changes reduce the total number of Parking Spaces.

(b) Grantor reserves the right to temporarily close portions of the Parking Garages to make repairs, perform services, or to alter, modify, restripe or renovate the Parking Garages, or to the extent necessary in connection with any damage by casualty.

strike, condemnation, acts of God, requirements of law or any other reason beyond Grantor's reasonable control. Grantor shall make all reasonable efforts to minimize disruption to Licensee's use of the Parking Spaces as contemplated by this Agreement. Except in the case of emergency repairs or repairs and maintenance that will not interfere with the use of the parking spaces or access to or from the Parking Garages or otherwise where such prior written notice is not commercially practical, Grantor shall provide Licensee and City not less than ten (10) days' prior written notice of any such closure. To the extent reasonably feasible, Grantor shall use good faith efforts to exchange any affected Parking Spaces for other parking spaces in the Parking Garages.

Section 5. Use of Parking Spaces

(a) All Parking Spaces shall be used by Licensee solely for the parking of currently licensed and operable passenger motor vehicles and motorcycles. The parking or storage of recreational vehicles, trailers, boats, dismantled, wrecked or inoperable vehicles or other personal items, or the washing, cleaning or working on vehicles in the Parking Garages is strictly prohibited.

(b) Licensee shall at all times comply with this Agreement, the Parking Rules (as defined below), and all applicable ordinances, rules, regulations, laws, statutes and requirements of all federal, state, county and municipal governmental bodies (collectively, "Laws") with respect to its use of the Parking Spaces. Licensee shall be responsible for any and all monetary payments or other requirements that may be imposed by the City or any other municipal authority with respect to the use of the Parking Spaces by Licensee, including as necessary to allow Licensee to include the Parking Spaces as permitted off-site parking for purposes of satisfying any Laws applicable to the Licensee Parcel.

(c) Licensee shall not keep, store, dispose, or use, or permit any other person to keep, store, dispose of, or use, any flammable, hazardous or unsafe matter or materials as reasonably determined by Grantor, in, on or around the Parking Spaces or Parking Garages.

(d) If Licensee provides valet parking services for the tenants, residents, guests, invitees or other occupants of the Project, Licensee agrees that if and to the extent any of the Parking Spaces are utilized for such valet parking services such services shall be provided in a manner that is consistent with the quality standards, including the operational standards of any valet operation, at the Shopping Center.

(e) At all times during the Term, Licensee shall have in effect and maintain, or cause any operator of the Project to have in effect and maintain, commercial general liability insurance, on an occurrence basis, for the benefit of Grantor for limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for personal injury, including bodily injury and death or property damage liability, and shall contain a contractual liability endorsement. Such policy shall provide coverage for premises and operations, products and completed operations, advertising and personal injury and fire damage liability (\$1,000,000 limit). Licensee shall also maintain auto liability

insurance for limits not less than \$1,000,000 per occurrence. Licensee (or its operator, as applicable) on both the general liability and auto liability (covering owned, non-owned and hired vehicles) shall name Grantor, Brookfield Properties Retail Inc., and the City as additional insureds on a primary and non-contributory basis along with a waiver of subrogation on such party's commercial general liability insurance. Licensee shall also maintain workers compensation coverage and employer's liability with limits of no less than \$1,000,000 per accident, per disease and per disease policy limit with a waiver of subrogation in favor of Grantor and the City.

Section 6. Indemnity by Licensee Licensee agrees to defend, indemnify and hold harmless Grantor, and Grantor's officers, directors, employees, partners, agents and shareholders, from and against all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees and costs) of any nature whatsoever arising from injury or death to persons and/or damage to property on or about the Parking Garages arising out of or resulting from the use of the Parking Spaces by Licensee, its tenants, licensees, invitees and guests at the Licensee Parcel or in connection with the Project, or from the breach by Licensee of any terms or conditions of this Agreement. Grantor agrees to defend, indemnify and hold harmless Licensee, and Licensee's officers, directors, employees, partners, agents and shareholders, from and against all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees and costs) of any nature whatsoever arising from injury or death to persons and/or damage to property on or about the Parking Garages arising out of or resulting from the breach by Grantor of any terms or conditions of this Agreement.

Section 7. Management of Parking Garages

(a) Grantor shall be solely responsible for the management of the Parking Garages. Any cost or expense including real estate taxes as to Parking Garage shall be at the sole cost and expense of Grantor. Grantor agrees, at its sole cost and expense, to keep the Parking Garages and the Parking Spaces in good order, condition and repair and in a safe condition, clean and free of rubbish, debris or other hazards to persons using the same, in conformance, at a minimum, with standards for the operation of the Shopping Center and otherwise in a manner consistent with the Property Agreements. Grantor shall be permitted to lease or license the Parking Garages, to engage one or more third-party operators (e.g., a parking management company or valet service) or delegate certain functions with respect to the operation and maintenance of the Parking Garages provided the foregoing maintenance standard is satisfied.

(b) As between Grantor and Licensee, Grantor shall be responsible for the repair and maintenance of the Parking Garages and the Parking Spaces and make all repairs, replacements and improvements necessary to maintain the same in accordance with the requirements set forth in that certain Construction, Operation and Reciprocal Easement Agreement dated as of March 27, 2000 and recorded on March 28, 2000 in Official Records Book 19044, at Page 1836 of the Public Records of Miami-Dade County, Florida, as amended from time to time (collectively, the "COREA"). In the event of any damage, destruction or other casualty of the Parking Garages, including the Parking Spaces, Grantor shall commence and proceed in accordance with the

Property Agreements to repair or rebuild the same (or shall enforce the repair or rebuild) pursuant to the Property Agreements and in accordance with the COREA. Grantor shall be responsible for and pay for all utilities in regards to the Parking Garage and Parking Spaces.

(c) Neither Grantor nor any third party engaged to operate or otherwise provide security for the Parking Garages, shall be held liable for any loss or damage to person or property by reason of the failure to provide adequate security or of the ineffectiveness of any security measures taken, except to the extent arising from the gross negligence or willful misconduct of Grantor or such third party provider. Neither Grantor nor any third party engaged to operate or otherwise provide security for the Parking Garages makes nor shall be deemed to make any representation or warranty that any security system or security services or measures shall be implemented or undertaken or if implemented or undertaken will prevent loss or damage to person or property.

(d) Grantor may adopt, modify and enforce reasonable, nondiscriminatory rules governing the use of, and access to and from, the Parking Garages from time to time (the "Parking Rules"), provided that such Parking Rules must be consistent with this Agreement and may not deny Licensee the use and benefit of the Parking Spaces in accordance with the rights granted by this Agreement. Grantor shall make available current copies of the Parking Rules to Licensee upon request.

(e) Grantor may, in its exercise of its commercially reasonable discretion, cause any vehicle located in the Parking Garages in violation of this Agreement to be towed with or without notice, at the sole risk and expense of the owner of the vehicle, including any vehicle which poses a risk to the safety of persons or property, is parked in a "no parking" area, blocks access to any entrance, exit, drive aisle or loading dock, or is parked in an improper space or area of the Parking Garages.

(f) Grantor may implement systems and equipment to control access to the Parking Garages which may change from time to time as technology advances. For example, these systems may involve the use of an access card, sticker, license recognition, or other identification or entrance system. Grantor shall ensure that any such systems or equipment do not restrict continuous access to the Parking Spaces by Licensee. Grantor shall provide Licensee with devices necessary for the continuous access to the Parking Spaces, provided that Grantor may impose a reasonable charge for providing such access devices.

Section 8. Entire Agreement: Right to Modify. This Agreement, together with all exhibits attached hereto, contains all the terms and conditions agreed upon by the parties with respect to the transaction contemplated, shall supersede all prior or contemporaneous agreements, representations and understandings with respect to such matters, and no oral representation or statement shall be considered a part hereof. This Agreement may only be terminated, extended, modified or amended by the parties hereto, their successors and/or assigns.

Section 9. Remedies

(a) Failure to Perform Other Obligations. If any party fails to comply with any provision contained herein, other than with respect to the payment of the License Contribution (the "Defaulting Party"), then the other party (the "Non-Defaulting Party") may deliver notice to the Defaulting Party specifying the nature of the default. If (i) the Defaulting Party fails to cure the obligation or duty required, or if such violation is not capable of being cured within thirty (30) days, the Defaulting Party shall, within thirty (30) days after receiving such notice, commence diligent efforts to cure such violation and cure such violation within ninety (90) days after receiving such notice. If the Defaulting Party fails to fulfill this obligation or duty within such period, then the Non-Defaulting Party shall have all rights and remedies to enforce said collection or performance as shall be provided or permitted by law or equity from time to time (all remedies being non-exclusive and cumulative), including without limitation the right to seek to enjoin any violation or any threatened violation of the terms of this Agreement.

(b) Failure to Pay License Contribution. In the event that Licensee shall fail to pay any installment of the License Contribution when due and such failure shall continue for thirty (30) days after receiving written notice of such failure from Grantor, then Grantor may, in addition to such other rights and remedies under this Agreement as shall be provided or permitted by law or equity from time to time (all remedies being non-exclusive and cumulative): (i) institute suit against Licensee to enforce collection of the amounts owed to Grantor pursuant hereto, together with interest thereon from the date when payment was due until the date payment is made at the highest lawful rate permitted by the laws of the state of Florida, court costs and reasonable attorneys' fees; and (ii) provided that Grantor provides an additional written notice to Licensee with respect to any such failure to pay, and if such failure is not cured within thirty (30) days of receipt of such additional notice, terminate the Parking License by giving notice of such termination to Licensee and thereafter exclude Licensee, its tenants, licensees, invitees, and guests, and the tenants and occupants of the Project, from the Parking Garages.

(c) Remedies Cumulative. All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege found herein. In addition, the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege contained herein.

Section 10. Waivers. No delay or omission in exercising any right accruing under the terms, conditions and provisions of this Agreement shall impair any such right or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, term, provision, condition or agreement herein contained.

Section 11. Captions. The captions of the sections of this Agreement are for

convenience only and shall not be considered nor referred to in resolving questions of interpretation or condition. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any party, and should a court be called upon to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of preparation of this Agreement by Grantor or Licensee.

Section 12. Notices. All notices, demands and requests and other communications which may be given or which are required to be given by either party to the other under this Agreement must be in writing and shall be deemed effective and delivered either: (a) on the date personally delivered to the address of the recipient set forth below, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed, or on the date delivery was rejected at such address; (b) on the third Business Day after being sent, by certified or registered mail postage prepaid, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first Business Day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, Airborne Express, or United Owner's Property Service, addressed to the recipient at the address specified below. For purposes of this Section 12, the addresses of the parties for all notices are as set forth below, provided that either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 12. All notices may be given either by a party or by such party's attorneys.

If to Grantor:

c/o Brookfield Properties
350 North Orleans Street – Suite 300
Chicago, Illinois 60654-1607
Attention: Legal Real Estate

With a copy to:

Shops at Merrick Park
246 Altara Avenue – Suite 1406
Coral Gables, Florida 33146
Attention: General Manager

If to Licensee:

San Lorenzo Property LLC
Attn. Mr. Oscar A. Roger
Ocean Bank Building
782 N.W. 42nd Avenue
Suite 550
Miami, Florida 33126
305-448-4091
oroger@rogerdevelopment.com

With a copy to:

Bruce J. Goldman, Esq.
Law Offices of DeLima Goldman & Goldman
11042 Paradelá Street
Coral Gables, Florida 33156
Tel.: (305) 446-6460
Fax: (305) 446-7502
Email: bruce@delimagoldmanandgoldman.com

Any notices to the City shall be sent to the following:

Attn. Cristina Suarez, City Attorney
405 Biltmore Way
Coral Gables, Florida 33134 Telephone: 305-460-5218
Email: csuarez@coralgables.com

With a copy to:

Vivian de las Cuevas-Díaz, Esq.
Holland & Knight LLP
701 Brickell Avenue – Suite 3300
Miami, Florida 33131
Telephone: 305-789-7452
Email: vivian.cuevas@hklaw.com

If parties other than Licensee, if any, obtain an interest in the Licensee Parcel, or any portion thereof, subject to the terms and conditions of this Agreement, Licensee shall advise Grantor of the name and address of the party to receive notice as provided herein, provided that until such time as Licensee notifies Grantor of any such additional party or other change in the address of Licensee, Grantor shall be entitled to rely on the accuracy of the information set forth above, and any notice sent to Licensee's address above set forth shall be deemed properly given. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice given.

Section 13. Attorneys' Fees. If either party shall file any action or bring any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then as between Grantor and Licensee, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to attorneys' fees.

Section 14. Counterpart Signatures. This Agreement may be executed in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Agreement have signed at least one copy, such copies together shall constitute a fully executed and binding agreement.

Section 15. No Third Party Beneficiaries. Except as expressly provided herein, the rights, privileges and immunities contained within this Agreement shall not inure to the benefit of any third party, nor shall any party be deemed a third party beneficiary of this Agreement.

Section 16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Florida.

Section 17. Estoppel Certificates. Grantor and Licensee shall, upon not less than twenty (20) days' written notice from the requesting party, execute and deliver to the requesting party (or any existing or prospective mortgagee or purchaser of the requesting party) a certificate stating: (a) that either this Agreement is unmodified and in full force and effect or is modified (and stating the modification); and (b) whether or not, to the best of its knowledge, the other party is in default in any respect under this Agreement and if in default, specifying such default.

Section 18. Authorization. The parties represent and warrant that the individuals executing this Agreement on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Agreement.

Section 19. TRIAL BY JURY. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED BY EITHER PARTY UNDER OR WITH RESPECT TO THIS AGREEMENT, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

Section 20. Assignment. Licensee shall not assign the Agreement or any interest herein or sublet any of the licensed Parking Spaces without the consent of Grantor, which Grantor may grant or withhold in its sole and absolute discretion, except that Licensee shall have the absolute right, without consent of Grantor, to assign this Agreement to the Condominium or Master Association associated with the Project. Licensee shall give Grantor and the City not less than sixty (60) days' prior notice hereunder of any such assignment (whether or not Grantor's consent is required), setting forth the name of the assignee.

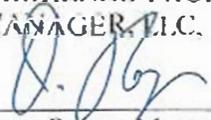
Section 21. Binding on Successors and Assigns. This Agreement is binding on Grantor, Licensee, and their successors in title, assigns, lessees, transferees, and each of their successors and assigns.

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

MERRICK PARK LLC

By: _____
Authorized Signatory

SAN LORENZO PROPERTY, LLC
SL MANAGER, LLC, MANAGER

By:  _____
Oscar Roger, Manager

JOINDER BY CITY

The City hereby approves the foregoing Agreement and acknowledges and agrees that Licensee's possession of the Parking Spaces shall not be disturbed by the City in the event of a default by Grantor under the City Lease or in the event of a termination of the City Lease prior to the end of its term, so long as Licensee is not in default under this Agreement, subject to allowed cure period provisions of Section 9 of this Agreement; provided, however, that the foregoing nondisturbance provision shall be subject to Licensee's attornment to the City, as applicable. This non-disturbance and attornment provision shall be self-operative and no further agreement between the City and Licensee shall be necessary to affect the same; provided, however, Licensee hereby agrees, from time to time, promptly upon the written request of the City, to enter into agreements with the City confirming such non-disturbance and attornment agreement. The City joins this Agreement solely for the purpose of confirming approving this Agreement and acknowledging and agreeing to comply with the provisions of this Joinder.

CITY OF CORAL GABLES,
a municipal corporation of Florida

By: _____

Name: _____

Title: _____

EXHIBIT A-1

Legal Description of Shopping Center

The Leasehold estate created by that certain Second Amended and Restated Master Lease Agreement dated as of July 10, 1997 between the City of Coral Gables, Florida, as lessor, and Merrick Park LLC (formerly known as Rouse-Coral Gables, LLC), as lessee, as evidenced by that certain Memorandum of which was recorded on March 28, 2000, under Clerk's File No. 00R145917 and in Official Records Book 19044 at Page 1814, and as amended by that certain First Amendment to Second Amended and Restated Master Lease Agreement dated as of June 4, 2003, as evidenced by that certain Memorandum of Amendment to Lease dated June 27, 2003 and recorded on July 21, 2003 under Clerk's File No. 2003R0495970 and in Official Records Book 21442 at Page 4167 and across the following described property:

All of Lots 1, 2, 3, 4 and 5 of Block 1, and all of Lot 1, Block 2, Merrick Plat, according to the plat thereof as recorded in Plat Book 168 at Page 22 of the public records of Miami-Dade County, Florida.

Said lands situate, lying and being in the City of Coral Gables, Miami-Dade County, Florida

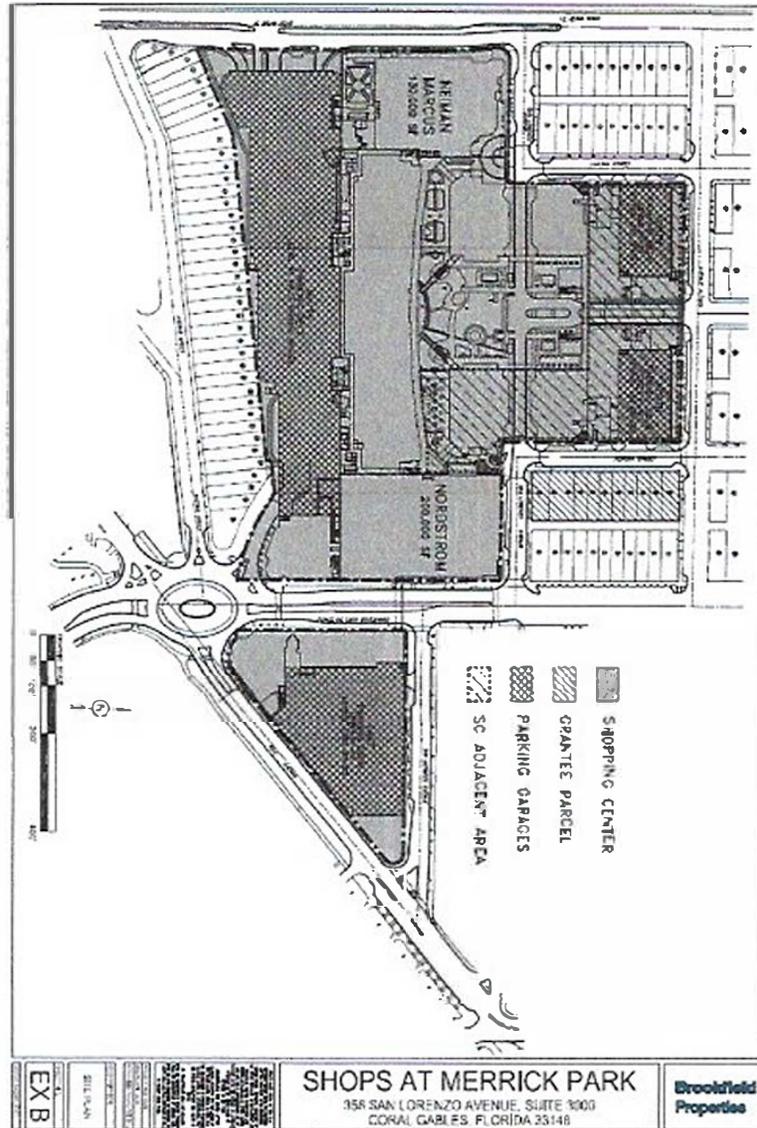
EXHIBIT A-2

Legal Description of Licensee Parcel

Lots 8, 9, 10 and 11, Block 9, of REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, as recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

Plan



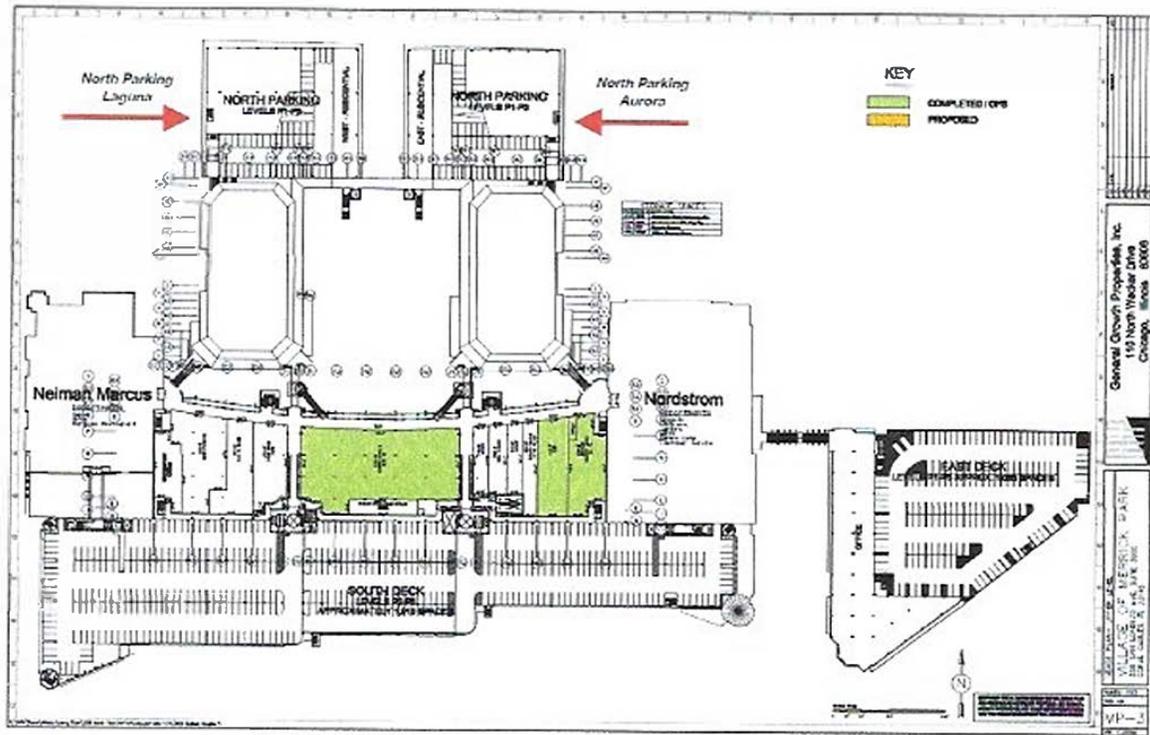


EXHIBIT C

Property Agreements

The City Lease (applicable to all Parking Garages)

Sublease dated June 18, 2001 between Grantor, as sublandlord, and Trelcom Merrick Park, Ltd. ("Trelcom"), as subtenant. (applicable solely to the North Parking Decks as shown on the Plan)

Sub-Sublease dated June 18, 2001 between Trelcom, as sub-sublandlord, and Grantor, as sub-subtenant (applicable solely to the North Parking Decks as shown on the Plan)

	City of Coral Gables Public Hearing Notice	
Applicant:	San Lorenzo Property, LLC	
Application:	1. Conditional Use – Remote Parking 2. Transfer of Development Rights Receiving Site Plan	
Property:	351 San Lorenzo Avenue	
Public Hearing - Date/Time/ Location:	PLANNING & ZONING BOARD Tuesday, June 6, 2023, 6:00 p.m. City Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida, 33134 e-comments: www.CoralGables.GranicusIdeas.com/meetings	

PUBLIC NOTICE is hereby given that the City of Coral Gables, Florida, the Planning and Zoning Board will conduct a Public Hearing on **Tuesday, June 6, 2023** on the following applications at the Coral Gables City Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida:

1. *A Resolution of the City Commission of Coral Gables, Florida granting Remote Parking (Section 10-109) Conditional Use approval pursuant to Article 14, "Process", Section 14-203, "Conditional Uses," for proposed remote parking associated with the mixed-use project referred to as "The Avenue" hotel and residences on the property legally described as Lots 8 through 11, Block 9, Revised Plat of Coral Gables Industrial Section (351 San Lorenzo Avenue), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and an effective date.*
2. *A Resolution of the City Commission of Coral Gables, Florida approving receipt of Transfer of Development Rights (TDRs) pursuant to Zoning Code Article 14, "Process," Section 14-204.6, "Review and approval of use of TDRs on receiver sites," for the receipt and use of TDRs for a mixed-use project referred to as "The Avenue" hotel and residences on the property legally described as Lots 8 through 11, Block 9, Revised Plat of Coral Gables Industrial Section (351 San Lorenzo Avenue), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and an effective date.*

Applications have been submitted by Mr. Mario Garcia-Serra on behalf of San Lorenzo Property, LLC (the "Applicant") to the City of Coral Gables for conditional use review for remote parking and for review for receipt of transfer of development rights (TDRs). The Applicant seeks to redevelop Lots 8 through 11, Block 9 within the Design and Innovation District into a mixed-use project referred as "The Avenue" hotel and residences. The application requests require review and recommendation by the Planning and Zoning Board at one (1) public hearing, and consideration by the City Commission at one (1) public hearing (Resolution format).

Additional information may be found at www.coralgables.com. Please forward to other interested parties.

The meeting will also be via Zoom at www.zoom.us/j/83788709513. A dedicated phone line will also be available by dialing: (305) 461-6769, Meeting ID: 837 8870 9513.

The public may also provide any comments by sending an email to planning@coralgables.com prior to the meeting.

Sincerely,

City of Coral Gables, Florida

MIAMI-DADE

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE:**

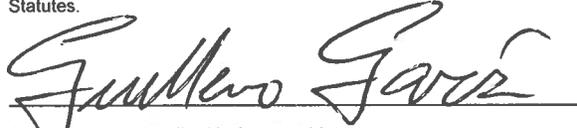
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF CORAL GABLES - PUBLIC HEARING - LOCAL PLANNING AGENCY / PLANNING AND ZONING BOARD - JUN. 6, 2023

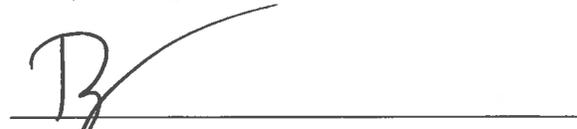
in the XXXX Court, was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

05/26/2023

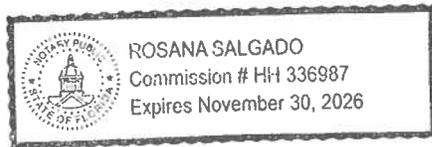
Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Sworn to and subscribed before me this 26 day of MAY, A.D. 2023



(SEAL)
GUILLERMO GARCIA personally known to me



**CITY OF CORAL GABLES, FLORIDA
NOTICE OF PUBLIC HEARING
HYBRID MEETING ON ZOOM PLATFORM**

City Public Hearing Local Planning Agency / Planning and Zoning Board
Dates/Times Tuesday, June 6, 2023, 6:00 p.m.
Location City Commission Chamber, City Hall
405 Biltmore Way, Coral Gables, FL 33134

PUBLIC - NOTICE is hereby given that the City of Coral Gables, Florida, Local Planning Agency (LPA)/ Planning and Zoning Board (PZB) will conduct Public Hearing on the following:

1. A Resolution of the City Commission of Coral Gables, Florida granting Remote Parking (Section 10-109) Conditional Use approval pursuant to Article 14, "Process", Section 14-203, "Conditional Uses," for proposed Remote Parking associated with the commercial project referred to as "93 Miracle Mile" on the property legally described as Lots 28 through 30, Block 39, "Section L" (87 Coral Way), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and an effective date.
2. A Resolution of the City Commission of Coral Gables, Florida granting Remote Parking (Section 10-109) Conditional Use approval pursuant to Article 14, "Process", Section 14-203, "Conditional Uses," for proposed remote parking associated with the mixed-use project referred to as "The Avenue" hotel and residences on the property legally described as Lots 8 through 11, Block 9, Revised Plat of Coral Gables Industrial Section (351 San Lorenzo Avenue), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and an effective date.

6/6/2023

3. A Resolution of the City Commission of Coral Gables, Florida approving receipt of Transfer of Development Rights (TDRs) pursuant to Zoning Code Article 14, "Process," Section 14-204.6, "Review and approval of use of TDRs on receiver sites," for the receipt and use of TDRs for a mixed-use project referred to as "The Avenue" hotel and residences on the property legally described as Lots 8 through 11, Block 9, Revised Plat of Coral Gables Industrial Section (351 San Lorenzo Avenue), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and an effective date.
4. An Ordinance of the City Commission of Coral Gables, Florida providing for a text amendment to Article 2 "Zoning Districts," Section 2-405 "Residential Infill Regulations Overlay District (RIR)" of the City of Coral Gables Official Zoning Code to provide a maximum building length of three hundred feet for all properties seeking approval pursuant to the Residential Infill Regulations; providing for severability, repealer, codification, and an effective date.

The Planning and Zoning Board will be holding its board meeting on Tuesday, June 6, 2023, commencing at 6:00 p.m. Pursuant to Resolution No. 2021-118, the City of Coral Gables has returned to traditional in-person meetings. However, the City Commission has established the ability for the public to virtually provide sworn testimony or public comments (non-sworn and without evidentiary value). Any individual who wishes to provide sworn testimony virtually must have their video on and must be sworn in.

Members of the public may join the meeting via Zoom at (<https://zoom.us/j/83788709513>). In addition, a dedicated phone line will be available so that any individual who does not wish (or is unable) to use Zoom may listen to and participate in the meeting by dialing: (305) 461-6769 Meeting ID: 837 8870 9513. The public may comment on an item using the City's E-Comment function which may be found on the City's website at: (<https://coralgables.granicusideas.com/meetings>) once the meeting's agenda is published, or by sending an email to planning@coralgables.com prior to the meeting.

The meeting will also be broadcasted live for members of the public to view on the City's website (www.coralgables.com/cgtv) as well as Channel 77 on Comcast.

Sincerely,
City of Coral Gables, Florida
5/26

23-112/0000665310M

2/2

DAVID PLUMMER & ASSOCIATES

TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL

1750 PONCE DE LEON BOULEVARD, CORAL GABLES, FLORIDA 33134
305-447-0900 • FAX: 305-441-4986 • EMAIL: DPA@DPLUMMER.COM

November 30, 2016

Mr. Robert Hazard
 Sr VP, Acquisitions & Development
 Hersha Hospitality Trust
 510 Walnut Street, 9th Floor
 Philadelphia, PA 19106
 Phone: (215) 717-2746 x2107
 E-mail: robert.hazard@hersha.com

Re: Merrick Park Hotel Parking Occupancy Study - #14253

Dear Mr. Hazard:

David Plummer & Associates (DPA) conducted a parking analysis for the proposed Merrick Park Hotel project located on the southeast corner of the Altara Avenue / Aurora Street intersection in Coral Gables, Florida (see Exhibit 1). The Merrick Park Hotel project proposes a new 135-room hotel and either a 10,000 SF of retail space (Option A) or 10,000 SF of restaurant (Option B). Parking requirements for the proposed project were calculated to be 192 parking spaces for Option A and 272 parking spaces for Option B. The calculation was done based on the city's zoning code and is summarized in Exhibit 2.

Exhibit 2
Parking Requirement

Land Use	Units	Parking Requirement ¹	Required Parking Spaces	
			Option A	Option B
Hotel	135 Rooms	One and one-eighth (1 1/8) spaces per sleeping room.	152	152
Retail	10,000 SF	One (1) space per 250 square feet of floor area	40	---
Restaurant	10,000 SF	Twelve (12) spaces per 1,000 square feet of floor area	---	120
Total Parking Spaces Required			192	272

¹Coral Gables Off-Street Parking Requirement (Zoning Code Article 5-1409, B1)



EXHIBIT 1

Merrick Park Hotel



As part of the parking analysis, DPA conducted a parking occupancy study at the Shops at Merrick Park (SMP). SMP is directly adjacent to the proposed Merrick Park Hotel site and has residential, office and retail components. SPM has four parking garages. Following is a description of the parking garages:

South Deck Garage: this parking garage has 2,023 parking spaces. However, 178 of those parking spaces are used for service and loading areas leaving a total of 1,845 available parking spaces. The parking garage serves the retail center. Access to this parking garage is via two two-way driveways from Ponce de Leon Boulevard and from LeJeune Road (SW 42nd Avenue).

East Deck Garage: this parking garage has 1,080 parking spaces and serves primarily the office building. This parking garage has access via three two-way driveways: one from San Lorenzo Avenue and two from Ruiz Avenue.

Aurora Garage: this parking garage has 246 parking spaces of which 155 parking spaces are available for the general public. The other 91 parking spaces are reserved for residents. This parking garage serves the residential buildings and the retail center. This garage has access via a two-way driveway from Aurora Street.

Laguna Garage: this parking garage has 248 parking spaces of which 155 parking spaces are available for the general public. The other 93 parking spaces are reserved for residents. This parking garage serves the residential buildings and the retail center. This garage has access via a two-way driveway from Laguna Street.

The purpose of the occupancy study is to assess if the existing parking facilities have enough parking capacity to satisfy the parking demand of the proposed Merrick Park Hotel project. The project proposes a valet-only system with attendants parking cars in the existing SMP parking decks. The study also quantified the number of on-street parking spaces within a 1,000-foot radius of the site.

The occupancy study was conducted from 9:00 AM to 10:00 PM on Wednesday, December 10, 2014 and Saturday, December 13, 2014. At the request of the city, more recent data was collected on Thursday, November 10, 2016. Counts at the four parking garages were collected every hour by floor/area. Collected hourly occupancy data is provided in Attachment A. It should be noted that during the time the data was collected in 2014, the office building was 100% occupied and the retail center was over 90% occupied. During the time the data was collected in 2016, the office building was 100% occupied and the retail center was 91% occupied. Furthermore, the 2014 data was collected during the peak season for retail activity, hence the study represents a very conservative estimate of the parking occupancy.

On-street parking spaces were counted on Wednesday December 10, 2014. A total of 491 on-street parking spaces were counted within a 1,000-foot radius of the site. On-street parking data is also provided in Attachment A.

The number of parked vehicles at each parking garage were combined and an occupancy percentage was calculated based on a total capacity of 3,235 parking spaces open to the public for the SMP. The highest combined occupancy of 76% (2,458 parked vehicles) was observed on Wednesday, December 10, 2014 at 2:00 PM. The highest combined occupancy on Saturday, December 13, 2014 was 64.8% (2,095 parked vehicles) observed at 2:00 PM and the highest combined occupancy on Thursday, November 10, 2016 was 64.5% (2,088 parked vehicles) observed at 2:00 PM. Exhibit 3, 4 and 5 provide the combined occupancy summary for the weekdays and weekend.

**Exhibit 3
Combined Occupancy Summary – Weekday 2014**

Wednesday, December 10, 2014 9:00 AM - 10:00 PM				
Combined Total	Capacity	Highest Occupancy		
		Parked	Available	% Occupied
	3,235	2,458	777	76.0%
Time Observed: 2:00 PM				

Source: David Plummer and Associates

**Exhibit 4
Combined Occupancy Summary – Weekend 2014**

Saturday, December 13, 2014 9:00 AM - 10:00 PM				
Combined Total	Capacity	Highest Occupancy		
		Parked	Available	% Occupied
	3,235	2,095	1,140	64.8%
Time Observed: 2:00 PM				

Source: David Plummer and Associates

**Exhibit 5
Combined Occupancy Summary – Weekday 2016**

Thursday, November 10, 2016 9:00 AM - 10:00 PM				
Combined Total	Capacity	Highest Occupancy		
		Parked	Available	% Occupied
	3,235	2,088	1,147	64.5%
Time Observed: 2:00 PM				

Source: David Plummer and Associates



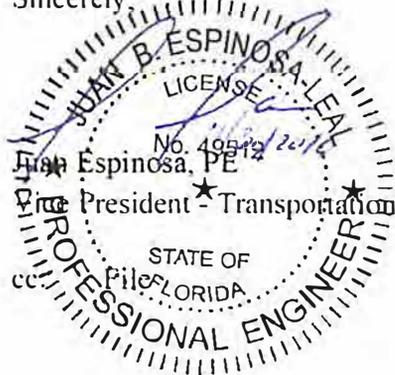
The data collected shows that at the highest occupancy hour on a peak season weekday and weekend, the existing facilities have between 777 and 1,140 available parking spaces respectively. The recently collected data on a regular weekday shows an availability of 1,147 parking spaces at the highest occupancy hour. This is enough available capacity to accommodate the required total number of parking spaces for Options A and B.

Field observations conducted at the four parking garages support the data; the parking capacity at SMP is not being utilized to its entirety. In the east deck (office) garage, an area of the first floor is reserved for valet; however, this area remained mostly empty with little movement throughout the day. In the south deck (retail) garage, parking spaces located on the first floor ramps were chained off to facilitate access to the garage during the busy holiday season. Furthermore, the Collection car dealership uses 169 parking spaces on the roof level of south deck. These spaces can partially or completely be made available for the use of the proposed development.

The results of the parking occupancy show that the site has enough parking capacity to accommodate the parking requirements of the proposed Merrick Park Hotel project (both Options A and B). In addition, the area has 491 on-street parking spaces within walking distance of the proposed site that can be used by hotel guest/visitors. Therefore, based on the data collected and field observations, we conclude that the required parking for the proposed project can be satisfied at the existing Shops at Merrick Park parking garages with a valet parking program.

Should you have any questions, please call me at (305) 447-0900.

Sincerely,



Attachment A
Data Collection - 2014

**Merrick Park Hotel
VMP Parking Garages #14253
Combined Occupancy**

Wednesday December 10, 2014

Location	Number of Parking Spaces	9:00		10:00		11:00		0:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00	
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E
A) South Deck (Retail)	1815	478	1367	687	1158	908	937	1126	719	1341	504	1356	489	1288	557	1286	559	1163	682	1152	693	1063	782	971	874	638	1207	341	1504
B) East Deck (Office)	1080	654	426	771	309	899	181	892	168	846	233	879	201	895	185	873	207	714	366	479	601	204	876	98	982	49	1031	39	1041
C) Residential West (Laguna)	155	73	82	81	74	106	49	118	37	120	35	109	46	108	47	93	62	114	41	112	43	100	55	91	64	77	78	56	99
D) Residential East (Autora)	155	45	110	65	90	77	78	87	68	117	38	114	41	115	40	105	50	92	63	91	64	101	54	118	37	109	46	63	92
Combined Total Parked Vehicles	1250	1604		1990		2223		2421		2458		2406		2157		2083		1834		1168		1278		871		899			
Combined Available Spaces	3235	1985		1631		1245		1012		811		777		829		878		1152		1401		1767		1957		2362		2736	
Combined Occupancy Percentage	38.6%	49.6%		61.5%		68.7%		71.9%		76.0%		74.1%		72.9%		61.4%		56.7%		45.4%		39.5%		27.0%		15.4%			

Saturday December 13, 2014

A) South Deck (Retail)	1815	751	1094	1032	813	1318	527	1550	295	1728	117	1619	226	1651	194	1701	144	1556	289	1427	418	1271	574	1096	749	937	908	605	1240
B) East Deck (Office)	1080	59	1021	87	993	94	986	103	977	107	973	186	894	185	895	149	931	129	951	94	986	74	1006	59	1021	52	1028	46	1034
C) Residential West (Laguna)	155	72	83	90	65	108	47	119	36	116	39	144	11	110	45	101	54	134	21	131	74	105	50	109	46	80	75	72	83
D) Residential East (Autora)	155	49	106	56	99	66	89	105	50	130	25	146	9	130	25	123	32	143	22	141	14	144	31	153	2	143	12	133	22
Combined Total Parked Vehicles	931	1265		1586		1877		2081		2095		2076		2071		1962		1793		1591		1417		1212		856			
Combined Available Spaces	3235	2304		1970		1619		1358		1154		1140		1159		1161		1273		1112		1641		1818		2023		2579	
Combined Occupancy Percentage	28.8%	39.1%		49.0%		58.0%		64.3%		64.8%		64.2%		61.1%		60.6%		55.4%		49.3%		43.8%		37.5%		26.5%			

**Merrick Park Hotel
Parking Garage #14253**

Date: 12/10/2014

Analyst: Nick

A1) South Deck
(Retail) Garage

Section 1	Number of Parking Spaces	9:00		10:00		11:00		0:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00	
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E
F Ramp	24	0		0		0		0		0		0		0		0		0		0		0		0		0		0	
A	44	46		59		59		59		57		56		55	1	59	0	58	1	59	0	59	0	59	0	45	14	18	
B	67	36		66		68		68		66		66		67	0	67	0	66	1	67	0	67	0	67	0	11	16	18	
C	81	12		20		42		56		51		50		64	17	72	9	70	11	72	9	75	6	75	6	31		13	
E2 Ramp	41	13		30		32		42		44		44		42		44		41		41	3	44	0	41	0	27	17	12	
A2	49	10		16		27		24		62		61		57	7	58	7	57	2	57	2	50	9	55	4	11	28	10	
B2	67	8		18		23		51		67		67		52	15	62	5	58	9	54	13	54	13	46	21	11	33	14	
C2	78	2		10		17		59		78		78		51	17	57	21	57	26	47	31	48	30	29		17		8	
E3 Ramp	41	5		9		12		28		44		44		36	8	30	14	31	13	31	13	22	22	19	25	12		6	
A3	61	17		27		29		38		60		60		48	12	51	10	32		30		25		19		12		4	
B3	70	10		13		17		28		53	17	54	16	49	21	45	25	31		30		26		23		17		10	
C3	81	6		7		11		11		30		29		45	36	39	42	28		59	22	24		19		14		8	
F4 Ramp	41	3		5		6		6		14		15		11		11		10		7		5		4		2		1	
A4	65	0		0		0		0		1		1		1		1		0		0		0		0		0		0	
B4	78	50		50		50		58		50		50		50		50		50		50		50		50		50		50	
C4	92	53		53		53		53		53		53		53		53		53		53		53		53		53		53	
Section 1 Total Parked Vehicles		271		383		446		581		730		728		690		693		639		657		602		562		396		225	
Available Spaces	1018	747		635		572		437		288		290		328		325		379		361		416		466		622		793	

**Merrick Park Hotel
Parking Garage #14253**

Date: 12/13/2014

Analyst: Mick

A1) South Deck
(Retail) Garage

Section I	Number of Parking Spaces	9:00		10:00		11:00		0:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00			
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E		
F:Kamp	28	0		0		0		0		0		0		0		0		0		0		0		0		0		0			
A	54	53	6	59	0	58	0	59	0	59	0	59	0	59	0	59	0	59	0	59	0	59	0	59	0	51	8	33	26		
B	67	55	22	67	0	67	0	67	0	67	0	67	0	67	0	67	0	67	0	67	0	67	0	68	1	53	14	37	30		
C	81	22		59	22	62	13	71	10	74	7	80	11	73	8	72	9	69	12	76	5	72	9	72	9	56	25	21			
E	44	26	16	44	0	43	1	43	1	44	0	41	3	43	1	43	1	42	2	42	2	43	1	40	4	39	5	30			
A2	59	9		29	30	58	1	59	0	59	0	55	4	59	0	58	1	57	2	49	10	51	8	52	7	29	30	22			
B2	67	5		19		67	0	69	0	67	0	64	3	61	6	64	3	62	5	47	20	42	25	54	14	32	35	19			
C2	78	5		18		52	26	78	0	78	0	65	13	64	14	73	5	48	20	48	30	46	32	32		32	46	11			
E2	44	6		14		32	12	44	0	44	0	44	0	41	0	43	1	44	0	35	9	32	12	23	21	12		9			
A3	61	15		23		31		61	0	61	0	56	5	61	0	61	0	45	3	56	5	36	25	14		9		4			
B3	70	7		15		18		70	0	68	2	59	11	70	0	65	2	66	4	59	11	46	24	26		15		10			
C3	81	6		10		29		71	10	81	0	75	6	81	0	79	2	68	13	63	17	44	37	29		21		16			
D3	41	1		4		25		41	0	42	0	38	6	33	11	43	1	32	12	21	23	20	24	15		3		10			
A4	65	0		0		1		10		65	0	56	7	48	17	62	3	44	21	39	26	28		24		21		19			
B4	78	46	32	46	32	46	32	46	32	46	32	46	32	46	32	46	32	46	32	46	32	46	32	44	35	43	35	43	35		
C4	92	59	33	59	33	59	33	59	33	59	33	59	33	59	33	59	33	59	33	59	33	59	33	59	33	59	33	59	33		
Total Parked Vehicles		307		466		655		849		916		856		868		897		834		767		691		607		475		343			
Available Spaces		1018		711		552		363		169		102		162		150		121		187		251		327		411		543		675	

**Merrick Park Hotel
Parking Garage #14253**

Date: 12/13/2014

Analyst: Taysonia

A2) South Deck
(Retail) Garage

Section 2	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00			
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E		
I	14	0		0		0		0		0		0		0		0		0		0		0		0		0		0		0	
II	75	75	0	75	0	75	0	75	0	75	0	70	5	72	3	74	1	75	0	75	0	74	1	74	1	74	1	74	1	56	19
III	66	66	0	66	0	66	0	64	0	66	0	66	0	66	0	66	0	65	1	64	0	66	0	63	3	61	5	46	20		
IV	42	42	0	42	0	42	0	42	0	42	0	42	0	42	0	42	0	42	0	42	0	42	0	42	0	42	0	31	11		
V	22	7		19	3	22	0	22	0	22	0	22	0	22	0	22	0	22	0	22	0	22	0	16	6	14	8	8	14		
VI	74	32		47	7	74	0	74	0	74	0	72	2	74	0	74	0	74	0	61	11	59	15	45	29	47	27	14			
VII	66	47	19	58	8	65	1	65	1	65	1	62	4	65	1	65	1	64	2	41	5	58	8	50	16	47	19	15			
VIII	42	22		42	0	42	0	42	0	42	0	38	4	42	0	42	0	42	0	41	3	41	2	36	6	35	7	12			
IX	22	1		2		18	4	22	0	22	0	17	5	13	9	21	1	12	10	11	13	11	13	11	13	7	15	5			
X	75	48		63	12	75	0	75	0	75	0	73	2	74	1	75	0	54	21	47	28	34		17		14		11			
XI	67	53	14	44	3	65	2	47	0	67	0	65	2	66	1	47	0	58	9	50	17	37		30		31		16			
XII	42	14		24	18	42	0	42	0	42	0	42	0	40	2	42	0	39	3	46	6	75	17	19		16		7			
XIII	22	1		1		2		6		22	0	22	0	22	0	22	0	19	3	16	6	11	11	9		7		4			
XIV	85	17		21		36		20		85	0	79	6	79	6	82	3	71	14	56	29	44	41	30		27		14			
XV	71	19		22		38		64	7	71	0	64	7	66	5	70	1	53	14	42	19	19	32	31		30		16			
XVI	42	0		0		1		19		42	0	28	13	40	2	40	2	31	11	26	16	20	22	18		10		7			
Total Parked Vehicles		444		566		663		701		812		763		783		804		725		660		580		489		462		262			
Available Spaces		827	383		261		164		126		11		64		44		23		102		167		247		338		365		565		

*Total Parked Vehicles	751	1032	1318	1550	1728	1619	1651	1701	1556	1427	1271	1096	917	645	
Available Spaces	1845	1093	813	527	295	117	226	194	144	289	418	574	749	908	1240
Occupancy Percentage	40.7%	55.9%	71.4%	84.0%	93.7%	87.8%	89.5%	92.2%	81.3%	77.3%	68.9%	59.4%	50.8%	32.8%	

**Merrick Park Hotel
Parking Garage #14253**

Date: 12/10/2014

Analyst: Alex / Bert

(Office)

Garage

Floor	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00	
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E
1	63	27		27		27		31		34		30		34		33		28		18		14		6		4		2	
Ramp 1-2	0	0		0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	126	55		23		118	8	115	11	99	27	107	19	114	12	114	12	56		39		27		14		7		7	
Ramp 2-3	40	26		22	18	35	5	33	7	32	8	34	6	32	8	32	8	28		19		9		5		0		0	
3	132	132	0	131	1	132	0	128	4	132	0	132	0	132	0	132	0	94	38	50		19		10		9		9	
Ramp 3-4	48	48	0	48	0	48	0	47	1	47	1	48	0	48	0	43	5	33	15	16		6		2		1		1	
4	129	127	2	129	0	127	2	127	2	127	2	129	0	128	1	125	4	106	24	52		17		8		6		4	
Ramp 4-5	48	48	0	48	0	38	0	46	0	40	8	48	0	47	1	43	5	37	11	23		12		4		0		0	
5	129	106	23	129	0	129	0	125	4	117	12	127	2	129	0	127	2	118	11	88	41	25		8		4		1	
Ramp 5-6	48	16		48	0	48	0	45	3	41	7	43	5	45	3	43	5	41	7	31	17	12		7		1		1	
6	129	51		121	8	127	2	129	0	120	9	123	6	123	6	122	7	116	13	93	36	30		14		6		4	
Ramp 6-7	48	1		8		13		16		13		13		14		12		13		13		8		6		2		2	
7	140	17		37		47		48		44		45		49		47		45		37		25		14		9		8	
Total Parked Vehicles		654		771		899		892		846		879		895		873		714		479		204		98		49		39	
Available Spaces	1080		426		309		181		188		234		201		185		207		366		601		876		982		1031		1041
Occupancy Percentage		60.6%		71.4%		83.2%		82.6%		78.3%		81.4%		82.9%		80.8%		66.1%		44.4%		18.9%		9.1%		4.5%		3.6%	

**Merrick Park Hotel
Parking Garage #14253**

Date: 12/12/2014

Analyst: Francisco Edna

(Office)

Garage

Floor	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00		
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	
1	63	7		14		13		15		14		14		13		13		11		8		6		4		3		2		
Ramp 1-2	0	0		0		0		0		0		0		0		0		0		0		0		0		0		0		
2	126	8		18		20		23		28		96		93	33	67		64		44		33		22		19		16		
Ramp 2-3	40	2		2		3		3		4		16		21		14		11		7		4		4		3		3		
3	132	20		26		29		32		30		32		32		32		21		14		10		10		8		6		
Ramp 3-4	48	4		4		4		4		4		4		4		3		3		3		3		2		2		2		
4	129	3		4		4		4		5		5		5		4		4		4		4		4		4		4		
Ramp 4-5	48	0		0		0		0		0		0		0		0		0		0		0		0		0		0		
5	129	4		5		5		5		5		5		4		4		4		3		3		3		3		3		
Ramp 5-6	48	0		0		0		0		0		0		0		1		1		1		1		1		0		0		
6	129	2		3		3		4		4		3		3		1		1		1		1		1		1		1		
Ramp 6-7	48	1		1		1		1		1		1		1		1		1		1		1		1		1		1		
7	140	8		10		12		12		12		10		9		9		8		8		8		8		8		8		
Total Parked Vehicles		59		87		91		103		107		186		185		149		129		91		74		59		52		46		
Available Spaces	1080		1021		993		986		977		973		894		895		931		951		980		1006		1021		1028		1034	
Occupancy Percentage		5.5%		8.1%		8.7%		9.5%		9.9%		17.2%		17.1%		13.8%		11.9%		8.7%		6.9%		5.5%		4.8%		4.3%		

**Merrick Park Hotel
Parking Garage #14253**

Date: 12/10/2014

Analyst: Gaby

**C) Residential West
(Laguna) Garage**

Floor	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00	
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E
1	8	6	2	7		8	0	8	0	8	0	4	4	6	2	4	4	8	0	7	1	8	0	6	2	6	2	6	2
Ramp 1-2	12	10	2	9	3	12	0	12	0	12	0	12	0	11	1	9	3	12	0	8	4	12	0	10	2	8	4	6	
2	2	0		1		1		2		1	1	2	0	2	0	1	1	2	0	2	0	2	0	0		2		1	
Ramp 2-3	24	2		5		12		19	5	22	2	23	3	13	6	17	7	18	6	17	7	9	15	11	13	11		8	
3	6	2		3		3	3	3	3	6	0	6	0	4	2	3	3	2	4	1	5	2	4	4	2	4		2	
Ramp 3-4	12	2		3		6	6	10	2	12	0	12	0	12	0	10	2	7	5	5	7	5	7	5	7	4		3	
4	2	1		1		1		1		2	0	2	0	2	0	0		9	2	5	1	1	1	0		0	2	0	
Ramp 4-5	24	7		10		15		13		12	12	9		6		8		17	7	20	4	14	10	10		3		2	
5	39	34	5	35	4	35	4	35	4	30	9	29	10	32	7	29	10	36	3	37	2	35	4	34	5	25	14	16	
Ramp 5-6	26	9		7		13	13	15		15	11	12		12		12		12		14	12	12	14	11	15	14		12	
Total Parked Vehicles		73		81		106		118		120		109		108		93		114		112		100		91		77		56	
Available Spaces	155	82		74		49		37		35		46		47		62		41		43		55		64		78		99	
Occupancy Percentage		47.1%		52.3%		68.4%		76.1%		77.4%		70.3%		69.7%		60.0%		73.5%		72.3%		64.5%		58.7%		49.7%		36.1%	

**Merrick Park Hotel
Parking Garage #14253**

Date: 12/15/2014

Analyst: Katrina

C) Residential West
(Laguna) Garage

Floor	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00			
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E		
1	7	3		6	1	7	0	6	1	7	0	7	0	5	2	6	1	7	0	7	0	6	1	6	1	3	4	3	4		
Ramp 1-2	39	11		20	19	26	13	32	7	34	5	39	0	33	6	36	1	39	0	36	3	29	10	11	4	30	9	26	13		
2	5	2		2	3	2	3	2	3	2	3	5	0	5	0	1	4	3	2	3	2	3	2	4	1	1	4	1			
Ramp 2-3	39	13		20	19	26	13	32	7	29	10	36	1	26	13	17	22	36	3	32	2	23		22	17	13		11			
3	39	34	5	31	8	35	4	35	4	30	9	36	3	25	14	27	12	35	4	34	5	31	8	29	10	21	18	19			
Ramp 3-4	26	9		11		12	14	12	14	14	12	18	7	16	10	14	12	14	12	14	12	13		13		12		12			
4	0																														
Ramp 4-5	0																														
5	0																														
Ramp 5-6	0																														
Total Parked Vehicles		72		90		108		119		116		144		110		101		131		131		105		109		80		72			
Available Spaces		155		83		65		47		36		39		11		45		64		21		24		50		46		75		83	
Occupancy Percentage		46.5%		58.1%		69.7%		76.8%		74.8%		92.9%		71.0%		65.2%		86.3%		84.5%		67.7%		70.3%		51.6%		46.5%			

**Merrick Park Hotel
Parking Garage #14253**

Date: 12/10/2014

Analyst: Gaby

D) Residential East
(Aurora) Garage

Floor	Number of Parking Spaces	9:00		10:00		11:00		0:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00	
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E
1	8	7	1	7	1	5	3	7	1	7	1	6	2	8	0	8	0	6	2	7	1	6	2	6	2	6	2	6	2
Ramp 1-2	12	9	3	12	0	12	0	11	1	12	0	12	0	12	1	12	1	10	2	10	2	12	0	12	0	9	3	9	3
2	2	2		1	1	2	0	2		2	0	2	0	2		2	1	2	0	2	0	2	0	2	0	2	0	1	1
Ramp 2-3	21	5		11	13	14	10	13	11	23	1	21	3	18	6	21	3	19	5	21	3	25	9	18	6	17	7	13	11
3	6	1		3	3	4	2	4	2	6	0	3	3	3	3	3	3	3	3	3	3	2	4	3	3	5	1	4	2
Ramp 3-4	12	0		2		3		4		8	4	7	5	7	5	4	8	6	6	5	7	3	9	7	5	10	2	6	
4	2	0		0		0		0		1	1	2	0	2		1	1	2	0	1	1	1	1	2	0	1	1	0	
Ramp 4-5	24	3		3		4		11		21	3	21	3	19	5	16	8	19	5	21	3	16	8	23	1	18	6	13	
5	39	5		14		22		24	15	26	13	28	11	30	9	27	12	14		11		34	5	31	8	27	12		22
Ramp 5-6	26	13		12		11		11		11		12		15		13		11		10		14		14	12	14	12	11	
Total Parked Vehicles		45		65		77		87		117		114		115		105		92		91		101		118		109		63	
Available Spaces	155		110		90		78		68		38		41		40		50		63		64		54		37		46		42
Occupancy Percentage		29.0%		41.9%		49.7%		56.1%		75.5%		73.5%		74.2%		67.7%		59.4%		58.7%		65.2%		76.1%		70.3%		40.6%	

Merrick Park Hotel
On-Street Parking #14253

Date: 12/10/2014

Analyst: Nick

On-Street Parking 1000' R

Roadway	Direction	Number of Parking Spaces
SW 42nd Street	NB / SB	0
Laguna Street	NB / SB	51
Salzedo Street	NB / SB	34
Aurora Street	NB / SB	41
Ponce de Leon Boulevard	NB / SB	106
SW 39th Avenue	NB / SB	7
SW 40th Street	EB / WB	0
Altara Avenue	EB / WB	55
San Lorenzo Avenue	EB / WB	121
Greco Avenue	EB / WB	61
Ruiz Avenue	EB / WB	12
Orange Street	EB / WB	3
Total On-street Parking Spaces		491

Attachment B
Data Collection - 2016

Merrick Park Hotel
 VMP Parking Garages #14253
 Combined Occupancy

Location	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00	
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E
A) South Deck (Retail)	184	381	1464	652	1193	769	1076	847	998	1058	787	1088	757	950	855	887	875	970	770	1075	687	1158	571	1274	333	1452	161	1684	
B) East Deck (Office)	1080	587	493	815	205	873	207	873	257	803	277	854	216	835	245	304	566	514	318	752	161	919	68	1012	39	1041	19	1061	
C) Residential West (Laguna)	155	61	54	50	65	84	71	91	64	97	58	87	68	87	68	78	77	78	85	70	75	80	60	95	34	121	27	128	
D) Residential East (Aunres)	155	12	143	17	138	35	120	48	107	65	90	59	86	58	97	53	107	55	100	61	94	58	97	64	91	61	48	107	
Combined Total Parked Vehicles		1041		1574		1761		1809		2023		2088		1970		1865		1573		1214		981		763		527		255	
Combined Available Spaces	3235			1661		1474		1126		1212		1147		1265		1370		1662		1991		2251		2472		2508		2900	
Combined Occupancy Percentage		32.2%		48.7%		54.1%		55.9%		62.5%		64.5%		60.9%		57.2%		48.6%		38.5%		30.1%		23.6%		16.3%		7.9%	

Merrick Park Hotel
 Parking Garage #14253

Date: 11/10/2018

Analyst: Jan

A1) South Deck
 (Retail) Garage

Section 1	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00		
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	
E Ramp	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
A	59	46	13	54	5	54	5	56	1	58	1	55	4	58	1	52	7	56	1	55	3	52	7	47	12	28	11	11	11	
B	67	41	26	57	10	59	8	61	6	67	0	64	3	59	8	57	10	62	5	57	10	60	7	49	18	21	10	10		
C	81	8	73	29	26	32	73	8	26	32	73	8	67	14	61	20	19	16	16	16	16	19	11	11	7	7	4	4		
F2 Ramp	44	14	30	32	30	14	43	1	30	14	43	1	43	1	33	11	32	12	37	7	38	8	40	31	24	14	14	14		
A2	59	13	43	33	43	16	58	1	43	16	58	1	49	10	44	15	38	21	34	25	38	21	28	17	14	14	4	4		
B2	67	12	29	29	29	29	56	11	29	29	56	11	55	12	34	33	33	34	36	35	35	28	28	17	14	14	2	2		
C2	78	11	18	11	18	11	32	36	18	32	36	36	36	32	36	36	36	36	33	30	30	30	30	26	21	4	4	4		
F3 Ramp	44	5	17	15	17	15	20	23	17	20	23	23	23	22	19	19	19	21	20	20	20	16	16	14	11	3	3	3		
A3	61	13	30	33	30	33	43	18	30	43	18	44	17	43	18	44	17	43	18	24	24	20	20	14	11	2	2	2		
B3	70	10	33	33	33	33	41	43	33	41	43	43	43	38	33	33	33	34	29	29	29	25	19	16	1	1	1	1		
C3	81	5	13	13	13	13	26	27	13	26	27	27	27	23	18	18	18	21	19	19	16	16	13	9	1	1	1	1		
F4 Ramp	44	4	5	5	5	5	6	11	5	6	11	11	11	13	13	13	13	8	6	6	5	5	5	5	5	3	3	3		
A4	65	0	0	0	0	0	1	1	0	1	1	1	1	1	1	1	1	2	1	1	1	2	2	2	2	1	1	1	1	
B4	78	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
C4	92	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0
Section 1 Total Parked Vehicles	182	301	346	372	483	524	494	551	646	535	494	524	467	551	437	581	612	606	369	659	677	753	835	958	60	60	60	60	60	
Available Spaces	1018	836	717	672	646	535	494	551	646	535	494	524	467	551	437	581	612	606	369	659	677	753	835	958	60	60	60	60	60	

* Total after Section 2 data sheet

**Merrick Park Hotel
Parking Garage #14253**

Date: 11/10/2016

Analyst: Ferrando

A2) South Deck
(Retail) Garage

Section 2	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00		
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	
10 Ramp	14	0		0		0		0		0		0		0		0		0		0		0		0		0		0		
H1	75	12		35		53	22	74	1	75	0	74	1	69	5	73	2	64	11	64	11	74	1	66	4	47	28	24		
G1	66	16		53	13	65	1	65	1	65	1	64	2	64	2	64	2	65	1	58	8	65	1	59	2	38	28	14		
D1	42	34	8	42	0	40	2	39	3	42	0	40	2	39	3	42	0	42	0	42	0	40	2	39	1	31	11	15		
F1 Ramp	22	7		11		15	2	16	6	22	0	19	3	16	5	18	4	19	3	6		11		9		5		3		
EC	74	2		15		25		36		73	1	64	10	50	24	45	31	35		25		19		13		7		4		
G2	66	18		28		45	21	47	19	63	3	56	10	48	18	54	12	39	22	43	23	23		18		11		4		
D2	42	19		39	3	35	2	40	2	41	1	37	5	34	8	32	10	35	2	30	12	19		19		14		7		
F2 Ramp	22	2		4		2		2		9		12	10	7		6		7		6		7		5		3		3		
H3	75	31		48		57	18	62	13	73	2	75	0	72	3	71	4	58	16	43	32	24		22		13		8		
G3	67	43	24	53	14	59	8	58	9	67	0	66	1	65	2	60	7	53	10	40	27	27		23		16		7		
D3	42	14		22		26	10	30	12	36	6	40	2	36	5	36	6	37	5	32	10	25	17	24		18		8		
F3 Ramp	22	0		1		0		1		1		1		1		1		0		0		0		0		0		0		
H4	85	0		0		0		0		0		3		8		8		6		4		4		3		3		2		
G4	71	0		0		1		3		6		10		12		12		7		7		7		5		4		2		
H4	42	1		0		0		2		2		3		2		1		1		1		1		1		0		0		
Section 2 Total Parked Vehicles		199		351		423		475		575		564		523		521		469		401		316		306		210		101		
Available Spaces	827		628		476		401		352		262		261		304		306		358		426		481		521		617		726	
* Total Parked Vehicles		381		652		769		847		1058		1038		990		958		875		770		687		571		393		161		
Available Spaces	1845		1164		1193		1076		998		787		757		855		887		970		1075		1154		1274		1452		1684	
Occupancy Percentage		20.7%		35.5%		41.7%		45.9%		57.3%		59.0%		51.7%		51.9%		47.4%		41.7%		37.2%		30.9%		21.3%		8.7%		

* Total of Section 1 & Section 2 data sheets

**Merrick Park Hotel
Parking Garage #14253**

Date: 11/10/2016

Analyst: Nalia P.

**B) East Deck
(Office) Garage**

Floor	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00	
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E
1	63	26		34		47		40		39		39		38		35		21		10		4		3		2		2	
Ramp 1-2	0	0		0		0		0		0		0		0		0		0		0		0		0		0		0	
2	126	59		87		105		79		94		104		95		86		65		34		23		18		7		5	
Ramp 2-3	40	24		27		35		33		33		35		34		32		20		17		5		3		2		1	
3	132	115		123		114		120		118		121		121		103		51		24		14		9		7		5	
Ramp 3-4	48	53		52		58		45		51		52		51		44		21		15		7		1		1		0	
4	129	123		122		123		122		113		122		120		114		75		36		21		7		5		3	
Ramp 4-5	48	41		51		51		51		48		51		50		50		39		18		7		5		2		0	
5	129	93		124		123		117		113		121		120		116		93		55		22		8		6		3	
Ramp 5-6	48	11		51		52		48		39		42		41		38		37		22		7		2		1		0	
6	129	38		122		115		120		111		120		117		112		101		67		29		7		3		0	
Ramp 6-7	48	0		4		17		17		17		18		19		18		18		15		10		3		2		0	
7	140	4		18		33		31		27		29		29		27		25		20		12		2		1		0	
Total Parked Vehicles		587		815		875		825		803		854		835		776		566		328		161		68		39		19	
Available Spaces	1080		493		265		207		257		277		226		245		314		514		752		919		1012		1041		1061
Occupancy Percentage		54.4%		75.5%		80.8%		76.2%		74.4%		79.1%		77.3%		71.9%		52.4%		30.4%		14.9%		6.3%		3.6%		1.8%	

**Merrick Park Hotel
Parking Garage #14253**

Date: 11/10/2016

Analyst: Guelsi P

C) Residential West
(Laguna) Garage

Floor	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00	
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E
1	22	19		18		20		17		20		19		20		17		15		15		10		16		5		5	
Ramp 1-2																													
2	30	13		18		20		19		27		27		28		25		22		20		17		18		11		9	
Ramp 2-3																													
3	103	29		54		44		55		50		41		39		36		40		50		48		26		18		13	
Ramp 3-4																													
4																													
Ramp 4-5																													
5																													
Ramp 5-6																													
Total Parked Vehicles		61		90		84		91		97		87		87		78		77		85		75		60		34		27	
Available Spaces	155		94		65		71		64		58		68		68		77		78		70		80		95		121		128
Occupancy Percentage		39.4%		58.1%		54.2%		58.7%		62.6%		56.1%		56.1%		50.3%		49.7%		54.8%		48.4%		38.7%		21.9%		17.4%	

**Merrick Park Hotel
Parking Garage #14253**

Date: 11/10/2016

Analyst: Qwelel

D) Residential East
(Aurora) Garage

Floor	Number of Parking Spaces	9:00		10:00		11:00		12:00		1:00		2:00		3:00		4:00		5:00		6:00		7:00		8:00		9:00		10:00	
		P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E
1	22	3		3		9		9		11		13		13		13		17		16		16		14		14		12	
Ramp 1-2																													
2	30	3		5		7		6		6		6		7		6		8		9		9		12		13		11	
Ramp 2-3																													
3	103	6		9		19		33		48		40		38		34		30		36		33		38		34		25	
Ramp 3-4																													
4																													
Ramp 4-5																													
5																													
Ramp 5-6																													
Total Parked Vehicles		12		17		35		48		65		59		58		53		55		61		58		64		61		48	
Available Spaces		155		143		138		120		107		96		97		102		100		94		97		91		94		107	
Occupancy Percentage		7.7%		11.0%		22.6%		31.0%		41.9%		38.1%		37.1%		31.2%		35.5%		39.5%		37.4%		41.3%		39.4%		31.0%	



The Avenue
351 San Lorenzo Avenue

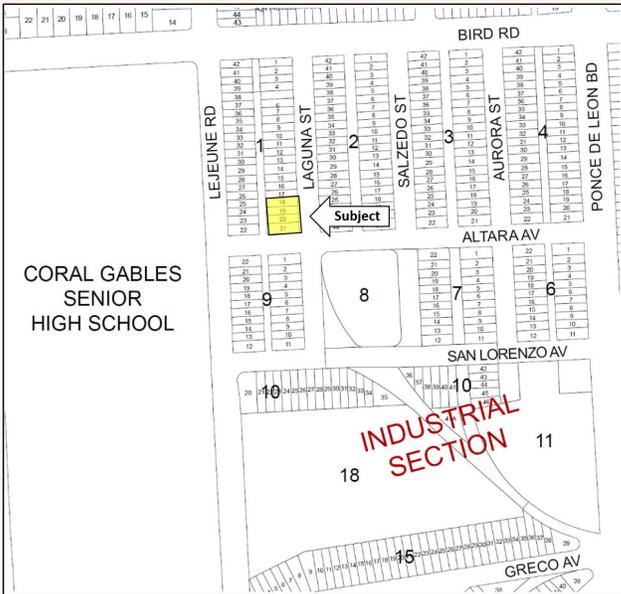
CONDITIONAL USE FOR REMOTE PARKING AND
TRANSFER OF DEVELOPMENT RIGHTS(TDRs)
RECEIVING SITE

PLANNING & ZONING BOARD
JUNE 6, 2023



1

LOCATION



CORAL GABLES SENIOR HIGH SCHOOL

INDUSTRIAL SECTION

2

351 SAN LORENZO AVE

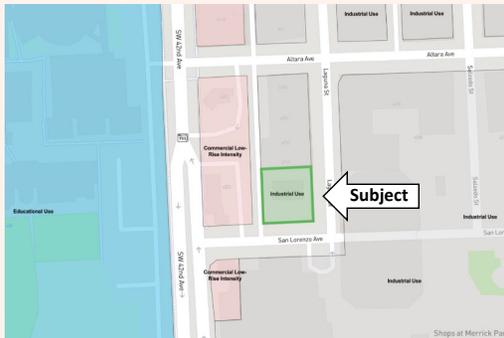


3

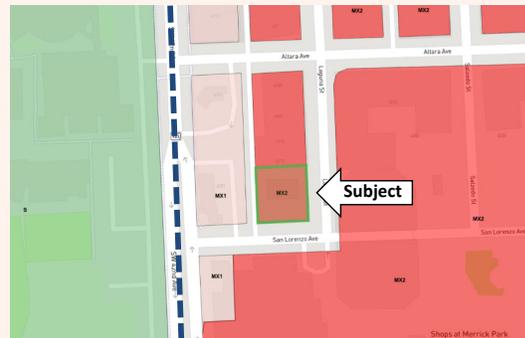
3

LAND USE AND ZONING MAPS

Future Land Use: Industrial



Zoning: MX2 and within the Design & Innovation District



4

EXISTING CONDITIONS

2

2



5

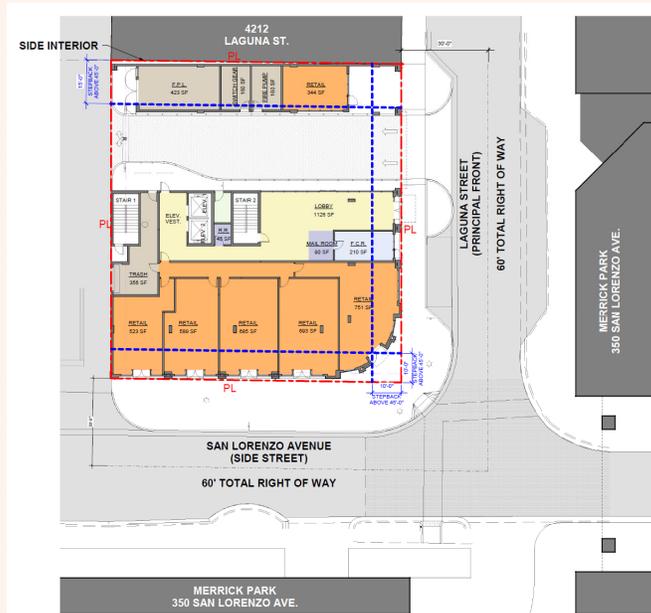
5

REQUEST 1: CONDITIONAL USE – REMOTE PARKING

6

6

“THE AVENUE”



7

7

“THE AVENUE”

Standard	Required/Permitted	Proposed
Building Site	10,000 sq. ft.	10,988 sq. ft. (0.25 acres)
Landscaped Open Space (ground-level outdoor area, open to the sky)	1,099 sq. ft. (10% of building site)	1,440 sq. ft. (13%)
Density	Unlimited within the Design & Innovation	6 units (one unit per level)
FAR (site area x 3.5) Mediterranean Design Mandatory	3.5 = 38,458 sq. ft.	
TDRs (25%)	9,625 sq. ft.	
Total FAR	4.375 (3.5 + TDRs)	4.375 = 48,073.64 sq. ft.
Setback up to 45 feet		
	0 on all sides up to 45 ft.	0 on all sides up to Level 2
Stepback above 45 feet		
Principal front (east, Laguna Street)	10	7'-4"
Side interior (north)	15	6'-7"
Side Street (south, San Lorenzo Ave)	10	7'-4"
Rear (alley)	0	0
Building Height	8 stories /97'	7 stories/83'
Parking	10 stories/120' w/ Commission Approval	
Hotel (1.125 x 48)	54 spaces	
Retail (3,861 / 300)	13 spaces	
	67 parking spaces total	70 remote parking spaces

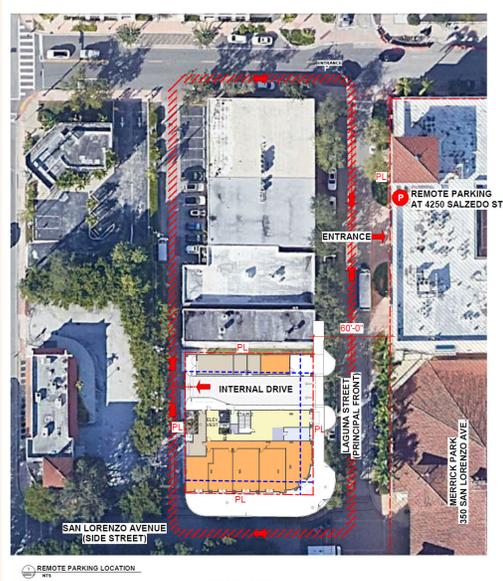
8

8

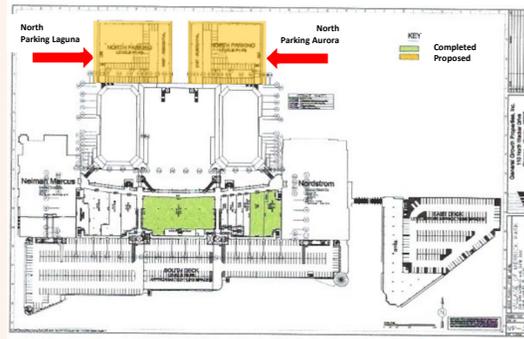
REMOTE PARKING

2

2



70 remote parking spaces



9

9

REQUEST 2: TRANSFER OF DEVELOPMENT RIGHTS (TDRS) RECEIVING SITE

10

10

TRANSFER OF DEVELOPMENT RIGHTS

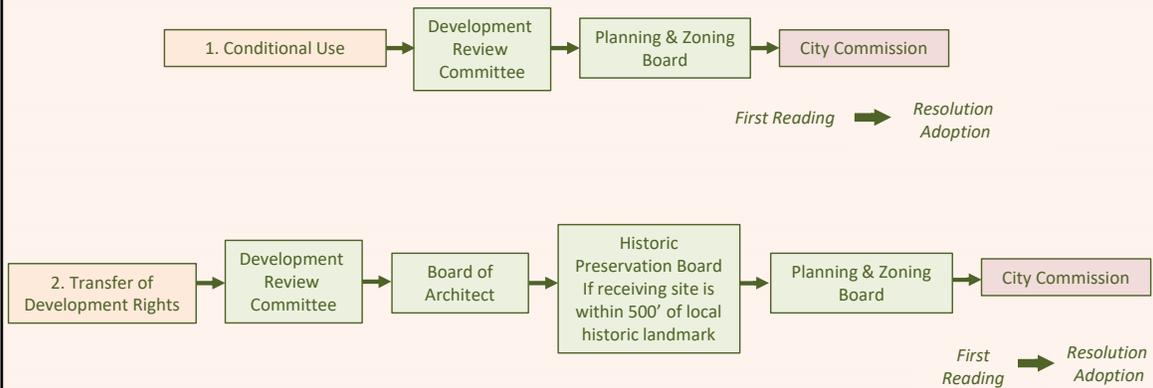
Sending Site – 36 Phoenetia Ave (9,615 square feet of TDRs)



Receiving Site – 351 San Lorenzo Ave



REVIEW PROCESS



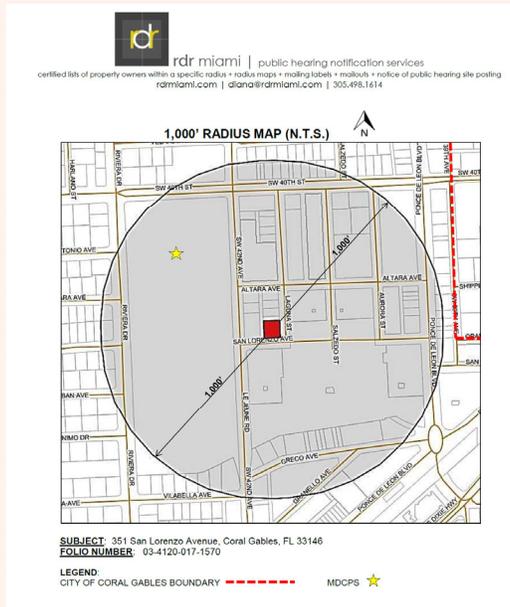
REVIEW TIMELINE

1	DEVELOPMENT REVIEW COMMITTEE: 11.18.22
2	BOARD OF ARCHITECTS: 02.09.23
3	BOARD OF ADJUSTMENT: 04.03.23
4	NEIGHBORHOOD MEETING: 05.23.23
5	PLANNING AND ZONING BOARD: 06.06.23
6	CITY COMMISSION: TBD

13

13

LETTERS TO PROPERTY OWNERS (1,000 FT)



14

14

PUBLIC NOTIFICATION	
2 TIMES	LETTERS TO PROPERTY OWNERS NEIGHBORHOOD MEETING, PZB
2 TIMES	PROPERTY POSTING DRC, PZB
2 TIMES	WEBSITE POSTING DRC, PZB
1 TIME	NEWSPAPER ADVERTISEMENT PZB

15

15

COMPREHENSIVE PLAN CONSISTENCY

STAFF’S DETERMINATION IS THAT THIS APPLICATION IS **CONSISTENT** WITH THE COMPREHENSIVE PLAN GOALS, OBJECTIVES AND POLICIES.

16

STAFF RECOMMENDATIONS

STAFF RECOMMENDATION:

STAFF RECOMMENDS APPROVAL WITH CONDITIONS.

THE APPLICATION COMPLIES WITH THE FINDINGS OF FACT.

THE STANDARDS FOR APPROVAL ARE SATISFIED,
SUBJECT TO CONDITIONS OF APPROVAL.

17

CONDITIONS OF APPROVAL

- Comply with all the **Remote Parking requirements** outlined in the Zoning Code (e.g. Covenant, Annual Renewal, Remedial plan, and other requirements)
- Maintain **pedestrian access** during construction along Laguna and San Lorenzo
- Payment for the loss of **5 on-street parking spaces**
- Improved **pedestrian crossing, signage, and ramping** on both sides of San Lorenzo

18

18



The Avenue

351 San Lorenzo Avenue

CONDITIONAL USE FOR REMOTE PARKING AND
TRANSFER OF DEVELOPMENT RIGHTS (TDRs)
RECEIVING SITE

PLANNING & ZONING BOARD
JUNE 6, 2023





Historical Resources &
Cultural Arts

2327 SALZEDO STREET
CORAL GABLES
FLORIDA 33134

☎ 305-460-5093

✉ hist@coralgables.com

TDR 2022-009
SENDING SITE
October 19, 2022

STAFF REPORT

CERTIFICATE OF TRANSFER OF DEVELOPMENT RIGHTS FROM THE PROPERTY AT 36 PHOENETIA AVENUE A LOCAL HISTORIC LANDMARK

SENDING SITE

<u>Proposal:</u>	The application requests approval of the maintenance/preservation plan.
<u>Owner:</u>	Casa Coral, LLC
<u>Legal Description:</u>	Lot 4 and the west 23 feet of Lot 5, Block 22, Coral Gables Douglas Section, as recorded in Plat Book 25, at Page 69, of the Public Records of Miami-Dade County, Florida.
<u>Date of Construction:</u>	1927
<u>Date of Designation:</u>	1983
<u>Siting:</u>	The property is located on the south side of Phoenetia Avenue just east of Galiano Street.

Unused Development

<u>Rights Available for Transfer:</u>	16,774 square feet
<u>Amount requested to be transferred:</u>	16,774 square feet

BACKGROUND / EXISTING CONDITIONS

36 Phoenetia Avenue, known as the Douglas-Trager House, is significant for its association with John Douglas, a pioneering citizen of Coral Gables. In 1894 John Douglas, listed in the 1900 Census as a fruit grower, left Live Oak, Florida to head south with his family and homestead in the wilderness west of Miami. The family first settled on Douglas Road and proceeded to develop their citrus farm. In 1927, Rosell Douglas (Mrs. John Douglas) built this house in an area which John Douglas had landscaped with imported lush tropical trees and plants. The garden was greatly admired by the citizens of Coral Gables and considered a botanical wonder among local horticulturalists. The garden existed until the subdivision of the original Douglas property in 1959.

The Douglas-Trager House, standing today on a very small portion of the original Douglas land holdings is an excellent example of Mediterranean Revival style architecture. Designed by H. George Fink, the house is noteworthy for its craftsmanship and detailing embodied in such features as its arcaded porch, twisted columns, turned and incised wood columns and balusters, and articulated exposed rafters.

The house was constructed in January of 1927 at a cost of \$18,800. In November of that same year, the garage/apartment was built behind the house. In 1959, all but Lot 4 and the west 23' of Lot 5 of the original Douglas property was sold for development.

The house is a stuccoed concrete block structure of one- and two-story massing. This irregular shaped house is topped with combinations of flat, shed, and low-pitched gable roofs with overhanging eaves and exposed, articulated rafters.

The east (side) façade is the most attractive and highly detailed face of the structure. When the house was constructed in 1927, a clear vista existed all the way to Douglas Road and a walkway lead from the east porch entrance out to Douglas Road. The arcaded porch is detailed with twisted columns, tile porch floor, and a barrel tile shed roof above, with exposed articulated rafters. Attached on the northeast corner of the house above this porch is a small wraparound corner porch which is supported on the east side by the first-floor porch roof below and on the north side by projecting scroll sawn brackets. This second-floor porch (one bay by one bay) is detailed with turned and incised wooden columns and balusters which, at one time, were painted in various colors.

The north (front) façade of the house features a simple entrance which is defined by a small barrel tile projecting gable roof supported on large scroll sawn brackets. The gable end is detailed with turned and incised wooden upright members which, at one time, featured a polychromatic color scheme similar to the wooden detailing of the second-floor porch.

A stuccoed chimney with barrel tile chimney cap is located on the west side of the two-story portion of the house.

At the Historic Preservation Board meeting of June 15, 2022, the Board approved, with conditions, a request for a Certificate of Use application for a Bed and Breakfast at the property.

STAFF OBSERVATIONS

The attached Historic Preservation Board Application contains a Historic Building Conditions Report and Stabilization & Maintenance Plan prepared by Martinez Alvarez Architecture. The report evaluates the general condition of the building and site, identifies those areas that require immediate repairs, proposes corrective actions, proposes a maintenance schedule, and assigns corresponding repair cost estimates. The report is based on field observations.

The report concludes that the main building has had few substantive changes, has had routine maintenance, and remains in very good condition. The rear building appears to have none of the original windows and doors but overall has had few substantive changes, has had routine maintenance, and remains in good condition.

Please note that the Local Historic Designation Report for the property is included as an attachment to the Historic Building Conditions Report and Stabilization & Maintenance Plan for reference.

1,424 square feet of the requested development rights will be transferred to a Receiving Site at 1505 Ponce de Leon Boulevard. The Receiving Site is scheduled for review by the Historic Preservation Board on October 19, 2022 to determine if the proposed new development adversely affects the historic, architectural, or aesthetic character of historically designated properties within five hundred (500) feet of the proposed development.

CALCULATION OF AVAILABLE TDRS

PROPERTY ADDRESS	36 Phoenetia Avenue
LOT SIZE	8,030 SF
PERMISSIBLE FAR	8,030 SF X 2.5 = 20,075 SF
EXISTING FAR OF BUILDING	3,301 SF
TOTAL AIR RIGHTS	20,075 – 3,301 = 16,774 SF
AVAILABLE TDRs	16,774 SF

STAFF RECOMMENDATION

The Historic Preservation Staff recommends the following:

APPROVAL of the Maintenance/Preservation Plan for the property located at **36 Phoenetia Avenue**, legally described as Lot 4 and the west 23 feet of Lot 5, Block 22, Coral Gables Douglas Section, as recorded in Plat Book 25, at Page 69, of the Public Records of Miami-Dade County, Florida.

Respectfully submitted,



Warren Adams
Historic Preservation Officer