

**Ponce Park Residences**  
**Planning & Zoning Board Submittal**  
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# City of Coral Gables Planning Division Application

305.460.5211

planning@coralgables.com

www.coralgables.com

## Application request

The undersigned applicant(s)/agent(s)/property owner(s) request City of Coral Gables consideration and review of the following application(s) (please check all that apply):

- Abandonment and Vacations
- Annexation
- Comprehensive Plan Map Amendment - Small Scale
- Comprehensive Plan Map Amendment - Large Scale
- Comprehensive Plan Text Amendment
- Conditional Use - Administrative Review
- Conditional Use with Site Plan
- Conditional Use without Site Plan
- Coral Gables Mediterranean Architectural Design Special Locational Site Plan
- Development Agreement
- Development of Regional Impact
- Development of Regional Impact - Notice of Proposed Change
- Mixed Use Site Plan
- Planned Area Development Designation and Site Plan
- Planned Area Development Major Amendment
- Restrictive Covenants and/or Easements
- Separation/Establishment of a Building Site
- Site Plan
- Subdivision Review for a Tentative Plat and Variance
- Transfer of Development Rights Receiving Site Plan
- University Campus District Modification to the Adopted Campus Master Plan
- Zoning Code Map Amendment
- Zoning Code Text Amendment
- Other: Encroachment into Right-of-Way

## General information

Street address of the subject property: 3000 Ponce de Leon Blvd.; 216 & 224 Catalonia Ave; 203 Univesity Dr.; 225 Malaga Ave.

Property/project name: Ponce Park Residences

Legal description: Lot(s) 8 - 20

Block(s) 29 Section (s) Crafts

Property owner(s): RC Acquisitions, LLC; KP Ponce Park FL, LLC; and P & J Enterprise Holdings, LLC

Property owner(s) mailing address: 121 Alhambra Plaza, Ste. 1600, Coral Gables, FL 33134

Telephone: Business (305) 443-1000 Fax (305) 476-2524

Other \_\_\_\_\_ Email wasm @ allenmorris.com



# City of Coral Gables Planning Division Application

Applicant(s)/agent(s): Javier E. Fernandez, Esq.

Applicant(s)/agent(s) mailing address: SMGQ Law, 1200 Brickell Avenue, Ste. 950, Miami, FL 33131

Telephone: Business (305) 761-2274 Fax \_\_\_\_\_

Other \_\_\_\_\_ Email jfernandez @ smgqlaw.com

## Property information

Current land use classification(s): Commercial Low-Rise Intensity

Current zoning classification(s): MX-1

Proposed land use classification(s) (if applicable): Commercial High-Rise Intensity

Proposed zoning classification(s) (if applicable): MX-3

## Supporting information (to be completed by Planning Staff)

A Preapplication Conference is required with the Planning Division in advance of application submittal to determine the information necessary to be filed with the application(s). Please refer to the Planning Division Development Review Process Handbook, Section 3.0, for an explanation of each item. If necessary, attach additional sheets to application. The Planning Division reserves the right to request additional information as necessary throughout the entire review process.

- Aerial.
- Affidavit providing for property owner's authorization to process application.
- Annexation supporting materials.
- Application fees.
- Application representation and contact information.
- Appraisal.
- Architectural/building elevations.
- Art in Public Places plan or statement.
- Building floor plans.
- Comprehensive Plan analysis.
- Comprehensive Plan text amendment justification.
- Concurrency impact statement.
- Encroachments plan.
- Environmental assessment.
- Historic contextual study and/or historical significance determination.
- Landscape plan.
- Lighting plan.
- Massing model and/or 3D computer model.
- City of Coral Gables Annual Registration Application and Issue Application Lobbyist forms.
- Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- Parking study.
- Photographs of property, adjacent uses and/or streetscape.
- Plat.



## City of Coral Gables Planning Division Application

- Property owners list, notification radius map and two sets of labels.
- Property survey and legal description.
- Public Realm Improvements Plan for mixed use projects.
- Public school preliminary concurrency analysis (residential land use/zoning applications only).
- Sign master plan.
- Site plan and supporting information.
- Statement of use and/or cover letter.
- Streetscape master plan.
- Traffic accumulation assessment.
- Traffic impact statement.
- Traffic impact study.
- Traffic stacking analysis.
- Utilities consent.
- Utilities location plan.
- Vegetation survey.
- Video of the subject property.
- Warranty Deed.
- Zoning Analysis (Preliminary).
- Zoning Code text amendment justification.
- Other: \_\_\_\_\_

### Application submittal requirements

1. Hard copies. The number of application binders to be submitted shall be determined by Staff at the preapplication meeting. The application shall include all the items identified in the preapplication meeting.
2. Digital media copy. One (1) thumb-drive of the entire application including all items identified in the Preapplication Conference. Each document shall be separated into PDF files (i.e., application; site plan, landscape plan; etc.). Please include a "Table of Contents" identifying all PDF file name(s). Each PDF file size shall not exceed 10 MB.

### Applicant/agent/property owner affirmation and consent

(I) (We) affirm and certify to all of the following:

1. Submission of the following:
  - a. Warranty deed/tax record as proof of ownership for all properties considered as a part of the application request;  
or
  - b. Authorized as the applicant(s)/agent(s) identified herein to file this application and act on behalf of all current property owner(s) and modify any valid City of Coral Gables entitlements in effect during the entire review process.
2. This request, application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Land Use Plan and Code of Ordinances of the City of Coral Gables unless identified and approved as a part of this application request or other previously approved applications. Applicant understands that any violation of these provisions renders the application invalid.
3. That all the information contained in this application and all documentation submitted herewith is true to the best of (my) (our) knowledge and belief.
4. Understand that the application, all attachments and fees become a part of the official records of the City of Coral Gables and are not returnable.



# City of Coral Gables Planning Division Application

- 5. Failure to provide the information necessary pursuant to the established time frames included but not limited to application submittal, submission of revised documents, etc. for review by City Staff and the designated reviewing entity may cause application to be deferred without further review until such time the requested information is submitted.
- 6. All representatives of the application have registered with and completed lobbyist forms for the City of Coral Gables City Clerk's office.
- 7. Understand that under Florida Law, all the information submitted as part of the application are public records.
- 8. Additional costs in addition to the application fees may be assessed associated with the review of applications by the City. These are costs that may be incurred by the applicant due to consultant fees paid by City to review the application. The types of reviews that could be conducted may include but are not limited to the following: property appraisals; traffic impact analyses; vegetation/environmental assessments; archeological/historic assessments; market studies; engineering studies or reports; and legal fees. Such fees will be assessed upon finalization of the City application review.

Property owner(s) signature(s):	Property owner(s) print name:	
Property owner(s) signature(s):	Property owner(s) print name:	
Property owner(s) signature(s):	Property owner(s) print name:	
Address:		
Telephone:	Fax:	Email:
<b>NOTARIZATION</b>		
STATE OF FLORIDA/COUNTY OF _____		
The foregoing instrument was acknowledged before me this _____ day of _____ by _____		
(Signature of Notary Public - State of Florida)		
(Print, Type or Stamp Commissioned Name of Notary Public)		
<input type="checkbox"/> Personally Known OR <input type="checkbox"/> Produced Identification; Type of Identification Produced _____		



# City of Coral Gables Planning Division Application

Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:
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Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:
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Address:

Telephone:	Fax:	Email:
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### NOTARIZATION

STATE OF FLORIDA/COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR  Produced Identification; Type of Identification Produced \_\_\_\_\_

Applicant(s)/Agent(s) Signature: 	Applicant(s)/Agent(s) Print Name: Javier E. Fernandez, Esq.
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Address: SMGQ Law, 1200 Brickell Avenue, Ste. 950, Miami, FL 33131

Telephone: (305) 761-2274	Fax:	Email: jfernandez@smgqlaw.com
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### NOTARIZATION

STATE OF FLORIDA/COUNTY OF

The foregoing instrument was acknowledged before me this 9th day of November by Alexandra Ciro  
(Signature of Notary Public - State of Florida)



**ALEXANDRA CIMO**  
Notary Public  
State of Florida  
Comm# HH238893  
Expires 3/10/2026

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR  Produced Identification; Type of Identification Produced \_\_\_\_\_



December 6, 2023

***Via On-Line Submittal***

Mr. Eibi Aizenstat, Chairperson  
Planning & Zoning Board  
City of Coral Gables  
427 Biltmore Way, 2<sup>nd</sup> Floor  
Coral Gables, FL 33134

**Re: Planning & Zoning Board Application Submittal – Ponce Park Residences – Revised Letter of Intent - 3000 Ponce de Leon Boulevard, 224 & 216 Catalonia Avenue, 203 University Drive, & 225 Malaga Avenue (the “Property”).**

Dear Mr. Aizenstat:

Our firm represents RC Acquisitions, LLC, P & J Enterprise Holdings, LLC, and KP Ponce Park FL LLC (collectively, the “Applicants”). On their behalf, we respectfully submit this Letter of Intent to the City of Coral Gables, FL (“City”) Planning & Zoning Board (“Board”) in connection with the proposed redevelopment of the Property with a mixed-use project.

**Property Description & Current Land Use Designations**

The Property is comprised of six (6) folios identified by the following numbers: 03-4117-005-7140; 03-4117-005-7160; 03-4117-005-7170; 03-4117-005-7180; 03-4117-005-7230; and 03-4117-005-7250. The Property also includes the existing 20-foot-wide alleyway and a portion of University Drive that runs north of the Malaga Avenue right-of-way and west of the Ponce de Leon right-of-way totaling 1,318 sq. feet and depicted on Page 1-08 of the FAR Site Diagram enclosed herewith. According to the survey prepared by Fortin, Leavy, Skiles, Inc. (the “Survey”), the Property is approximately 42,542 sq feet (0.999 acres +/-) in size, inclusive of the alley and right-of-way.

As indicated on the City’s Future Land Use Map, the Property is presently designated Commercial Low-Rise Intensity. The Property is also designated Mixed-Use District 1 (MXD-1) on the City’s Zoning Map.

**Planning & Zoning Board Application Request**

The Applicants submit the following requests for the Board’s consideration: (i) Small-Scale Comprehensive Plan Future Land Use Map Amendment to change the designation of the Property from Commercial Low-Rise Intensity to Commercial High-Rise Intensity; (ii) a rezoning from Mixed-Use District 1 (MX-1) to Mixed-Use District (MX-3); (iii) Mixed-Use District (“MXD”) Site Plan Approval; (iv) vacation and abandonment of the existing 20-foot-wide alley that presently bisects the Property and runs from Catalonia Avenue to University Drive, as well as that portion of University Drive north of Malaga Avenue right-of-way and east of Ponce de Leon Boulevard right-of-way totaling approximately 1,318 sq. feet; (v) subdivision review for a tentative plat; (vi) transfer of development rights to the Property (“TDRs”),

including Historic Preservation Board approval as the Property is located within five hundred (500) feet of a local historic landmark; and (vii) approval of the encroachment of a porte-cochere into the right-of-way of Catalonia Avenue for a maximum depth of 10 feet and width of 28 feet, 8 inches.

The proposed mixed-use development will include significant public benefits, including:

- i. 22,712 sq. feet (+/-) of total landscape open space, of which 17,202 sq. feet (+/-) consist of the public realm improvements that will help transform a portion of University Drive right-of-way into a well-landscaped urban park;
- ii. Capital expenditures of approximately \$2 million to create the above-described urban park; and
- iii. A contribution of maintenance in perpetuity for the park and the public improvements adjoining the Property.

We also anticipate the identification of other public benefits the Applicants will commit to undertake as discussions advance with the City and area neighbors during the course of the review of this submittal.

In summary, the project will consist of 172,352 sq. ft. of F.A.R. comprised of 57 residential dwelling units (anticipated to be for-sale), 20,142 sq. feet of ground floor and mezzanine level retail, 204 below-grade parking spaces, and a height of 115'-8" to the building's roof (the "Project").

### **Comprehensive Plan Map Amendment**

We respectfully submit this proposed amendment to the City's Comprehensive Plan map which we believe complies with the applicable standards set forth in Section 3-1506 of the City Zoning Code ("Code") as follows:

**1. *Whether the request specifically advances any objective or policy of the Comprehensive Plan.***

The proposed amendment advances several objectives and policies of the Comprehensive Plan, including Objective FLU-1.1., which is to preserve Coral Gables as a "place maker" where the balance of existing and future uses is maintained to achieve a high quality living environment and Policy FLU 1.9.1, which is to encourage balanced mixed-use development in the central business district and adjoining commercial areas to promote pedestrian activity and provide for specific commitments to design excellence and long-term economic and cultural vitality.

The request will also help to advance Objective REC-1.1. and Policy REC-1.1.1. by creating an urban open space that will enhance the quality of life and increase the number of recreational opportunities for both the City's residents and visitors. The urban open space will preserve the aesthetic quality through lush specimen landscaping and thoughtfully designed hardscaping that will create a sense of place for the community to gather for passive recreation.

**2. *Whether it is internally consistent with the Comprehensive Plan.***

The proposed amendment is internally consistent with the Comprehensive Plan, as indicated on the existing Comprehensive Plan Future Land Use Map. The properties directly to the south and east of the Property are both presently designated Commercial High-Rise Intensity, and the property directly to



the North of the Property is designated Commercial Mid-Rise Intensity. Accordingly, the Comprehensive Plan Future Land Use Map designation of the Property to Commercial High-Rise Intensity is consistent with the Comprehensive Plan.

3. *Its effect on the level of service of public infrastructure.*

The proposed amendment will improve the level of service of public infrastructure because it will facilitate the creation of new urban open space in the City and ensure that the City meets or exceeds all level of service standards and, in accordance with Policy CIE-1.2.1., by increasing the amount of urban open space within the required service radius. The Project will also place residents, retail customers, and restaurant patrons on the main route of the City trolley service, which connects the Douglas Metrorail Station with the City's Central Business District (the "CBD"). Finally, the Project is designed with both a pedestrian mid-block paseo that will enhance pedestrian activity by connecting Malaga Avenue and Catalonia via a well-designed, urban passage in contrast to the current alley condition.

4. *Its effect on environmental resources.*

The proposed amendment will have no negative effect on environmental resources and will include several environmentally friendly attributes and components. Among such features, the Project will: (i) be constructed to LEED standard or its equivalent; (ii) localize traffic access to the least traveled adjoining street – Catalonia Avenue; (iii) include bicycle racks to encourage alternate modes of transportation; (iv) feature electric charging stations to promote sustainability; (v) facilitate public transportation ridership via direct access to the City trolley service; and (vi) increase the amount of landscaped open space.

5. *Any other effect that the City determines is relevant to the City Commission's decision on the application.*

The proposed amendment is consistent with various goals, objectives and policies of the Future Land Use, Design, Housing, and Mobility Elements of the Comprehensive Plan and is appropriate considering recent developments in the surrounding area. Further, it will facilitate the development of the Project, which will advance the City's goals of providing public/open spaces that serve as gathering spaces in the downtown area, encouraging balanced mixed-use development in the City's commercial areas to promote pedestrian activity, and promoting high quality, creative design and site planning that is compatible with the City's architectural heritage and surrounding development, all while improving the vehicular and pedestrian safety on this corner.

### **District Boundary Change**

Applicants respectfully submit this proposed district boundary change which we believe complies with the criteria set forth in Section 14-212.4 of the Code as follows:

1. *It is consistent with the Comprehensive Plan in that it:*

- a. *Does not permit uses which are prohibited in the future land use category of the parcel proposed for development.*

The requested boundary change only minimally expands the scope of permitted or conditional uses otherwise authorized pursuant to an MX-1 designation. The designation requested is consistent with the

proposed uses permitted under the requested *Commercial High-Rise Intensity* designation sought as a companion to the MX-3 district boundary change request.

- b. Does not allow densities or intensities in excess of the densities and intensities which are permitted by the future land use category of the parcel proposed for development.*

The requested district boundary change to MX-3 is consistent with both the Property's existing future land use designation and its requested future designation in that both FLUM designations permit development at a density of 125 Dwelling Units (DUs) per acre and a Floor Area Ratio (FAR) of 3.0.

- c. Does not directly conflict with any objective or policy of the Comprehensive Plan.*

To the best of the undersigned's knowledge, the requested zoning district boundary change is consistent with the current and requested FLUM designations.

- 2. *Will provide a benefit to the City in that it will achieve two or more of the following objectives:*

- a. Improve mobility by reducing vehicle miles traveled for residents within a one-half (1/2) mile radius by:*

- i. Balancing land uses in a manner that reduces vehicle miles traveled.*
- ii. Creating a mix of uses that creates an internal trip capture rate of greater than twenty percent (20%).*
- iii. Increasing the share of trips that use alternate modes of transportation, such as transit ridership, walking, or bicycle riding.*

- b. Promote high-density development or redevelopment in an area that is experiencing declining or flat property values.*

- c. Create affordable housing opportunities for people who live or work in the City of Coral Gables.*

- d. Implement specific objectives and policies of the Comprehensive Plan.*

The requested district boundary change satisfies this standard in that it will both: (i) reduce vehicle miles traveled for residents within ½ mile radius of the Property balancing land uses in a manner that reduces vehicle miles traveled and increasing the share of trips that use alternate modes of transportation; and (ii) implements specific objectives and policies of the Comprehensive Plan, specifically Policy FLU-1.9.1 and Policy FLU-3.2.1.

The co-location of for-sale, residential apartment homes near the commercial business district will provide a much-needed category of housing for families, including empty nesters, who wish to live amidst the amenities offered within the central business district. These high-end apartment homes are in-high demand and in short supply and through their co-location near and among the adjoining office, commercial and retail uses will substantially reduce vehicle miles generated by unit owners who will have immediate access to variety of transit (like the Coral Gables trolley) and micro-mobility solutions (like Freebie and ride sharing services) at their doorstep.

Further, the proposed project will provide for balanced mixed-use development adjoining the central business district that will promote pedestrian activity. Specifically, the proposed project incorporates a well-designed and activated colonnade and paseo which allow for pedestrian connectivity across the site. The substantial improvements to the pedestrian realm coupled with the improvements to the adjoining public plaza at Ponce de Leon Boulevard and University Drive will create/reinforce an axis of pedestrian activity between the project, Ponce Circle Park and the Plaza. Finally, the recasting of the project following its setbacks in front of the City Commission in September of 2022 has resulted in ample dialogue between the project sponsors and neighboring residents that have resulted in a dramatically revised proposal that reflects an architectural aesthetic and scale more acceptable to the community.

3. *Will not cause a substantial diminution of the market value of adjacent property or materially diminish the suitability of adjacent property for its existing or approved use.*

The project is being conceptualized as a boutique (57 dwelling unit) condominium building comprised of essentially apartment homes with an average unit size of 2,400 square feet. These units represent an alternative to ownership of a neighboring single-family home in neighborhoods south of University Drive with all the comforts and amenities of such homes and the benefits of shared ownership (i.e. substantial amenities and the benefits of shared amenity maintenance). We anticipate that the project's sales prices will further bolster the market values of adjacent single-family homes.

#### **MXD Site Plan**

Applicants present the proposed mixed-use site plan which complies with the applicable conditional use criteria set forth in Section 3-408 of the Code as follows:

A. *The proposed conditional use is consistent with and furthers the goals, policies and objectives of the Comprehensive Plan and furthers the purposes of these regulations and other City ordinances and actions designed to implement the Plan.*

The Project is consistent with and furthers the following goals, policies, and objectives of the Comprehensive Plan:

**Goal FLU-1. 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.**

The Project will help to protect, strengthen, and enhance the City as a vibrant community and make the City a desirable place to work, live and play. The Project further incorporates these three aspects by including a mix of residential and retail. Finally, lush specimen landscaping interspersed with welcoming pedestrian hardscapes that create a sense of place for the community to gather for passive recreation will enhance the aesthetic quality of the area and will replace an area that is currently covered with pavement.

**Objective FLU-1.9. Encourage sound innovation in the development standards of the City's Zoning Code which provides a continuing process to respond to community needs.**

The Project includes the proposed abandonment and vacation of both the 20-foot-wide alley that presently bisects the Property and upon a portion of University Drive. The requested vacation and

proposed dedications will allow the City to respond to the community's need for more urban space within the City's commercial area. It is important to note that the Applicants will assume the responsibility and cost of creating and maintaining these open spaces. Instead of a service alley, the Project will provide a mid-block paseo that will be pleasing for pedestrians to utilize.

**Policy FLU-1.9.1. Encourage balanced mixed-use development in the central business district and adjoining commercial areas to promote pedestrian activity and provide for specific commitments to design excellence and long-term economic and cultural vitality.**

The Project will represent a true mixed-use development in the commercial area just outside the boundary of the central commercial district. It will be pedestrian oriented with a mid-block paseo that will run from north to south through the Project. As noted above, the Project will also provide a significant amount of open space. Further, the Project is located on the major transit corridor of Ponce de Leon Boulevard which connects to Coral Gables Trolley transporting visitors and residents from Miracle Mile to the Douglas Metrorail Station.

**Goal DES-1. Maintain the City as a livable city, attractive in its setting and dynamic in its urban character.**

The Project will not only maintain the City as a livable city, but will make it even more livable, attractive in its setting through its architecture, attractive to luxury buyers in search of a boutique building with large-format units, and dynamic in its urban character by turning an underutilized site into a best in class, mixed-use development within the City's urban core.

**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.**

The Project will feature high-quality, creative design and site planning that is compatible with and reflective of the City's rich classic Mediterranean architectural heritage, surrounding development, public spaces, and open spaces all in compliance with the Coral Gables Mediterranean style design standards. The Project will also feature vertical step backs and planter breaks, vertical breaks, and a covered arcade public open space, in addition to a significant amount of landscaped open space.

**Policy DES-1.1.1. Promote and support George Merrick's vision consistent with the established historic and cultural fabric of the City.**

The Project has been redesigned in a manner that is consistent with George Merrick's vision and that takes the best elements of the classic Mediterranean architecture that embodies the historic and cultural fabric of the City. The Project draws inspirations from some of the City's most iconic buildings, including City Hall, with similar features, including rotunda parti, cantilevered capital, and a vaulted/coffered arcade. The Project will also feature a natural stone façade inspired by the limestone featured on many of the City's historic sites and has been designed to provide for architectural elements focused to a pedestrian scale.

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

The Project is compatible with the nature, condition, and development of adjacent uses, buildings, and structures in scale and size in its immediate vicinity. The Project is designed in a classic Mediterranean style with street-level amenities that create a sense of place and ensure the functionality of the public and private components of the Project. Furthermore, the proposed uses are complementary in nature to the existing adjacent uses and will help to create a truly mixed-use urban environment.

***C. The parcel proposed for development is adequate in size and shape to accommodate all development features.***

The size and shape of the Property are adequate to accommodate the Project's development features. The modifications proposed to the Project in this current submittal render it further consistent with this criterion. Its redesign has been carefully curated to continue the Merrick legacy and respect the traditional Mediterranean design elements that embody Coral Gables architecture. Additionally, the sweeping design and pedestrian arcade along the Project's eastern side mimics the original design of the Property's underlying plat.

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

The Project will serve as a model for future development in the City's urban core given its thoughtful design and moderated density. The Project's ground floor creates an urban condition that will both induce and support pedestrian activity through a lushly landscaped and designed public realm suitable for public gatherings and relaxation. The Project embodies the execution of the MXD regulation's goal of allowing for higher residential densities in exchange for public realm improvements. It will also serve to alleviate the hazardous condition of the intersection as currently designed by improving pedestrian safety.

***E. The design of the proposed driveways, circulation patterns and parking is well defined to promote vehicular and pedestrian circulation.***

The Project has been designed in a manner that promotes vehicular and pedestrian circulation with separate entrance for the parking garage and a midblock pedestrian paseo connecting Catalonia Avenue and Malaga Avenue to increase walkability and avoid traffic congestion.

***F. The proposed conditional use satisfies the concurrency standards of Article 3, Division 13 and will not adversely burden public facilities, including the traffic-carrying capacities of streets, in an unreasonable and disproportionate manner.***

While not traffic report is required for a project of this size, the Project's previously submitted traffic report, with substantially more density than currently proposed, noted that the Project satisfied all the applicable concurrency standards and will not adversely burden public facilities.

### **Abandonment, Vacation & Dedication**

Applicants request the abandonment and vacation of: (i) the 20-foot-wide alley and portion of University Drive totaling 1,318 sq. feet. Applicants also propose to dedicate portions of University Drive and Malaga Avenue totaling 1,725 sq. feet. We submit that the proposed vacation and abandonment complies with the applicable standards set forth in Section 3-1203 of the Zoning Code as follows:

A. *The non-fee property interest sought to be abandoned:*

1. *Does not provide a benefit to the public health, safety, welfare, or convenience in that:*

- a. *It is not being used by the City for any of its intended purposes.*

The subject alley had been used to hide more utilitarian, less attractive functions of urban life, including service access, garbage removal service, and the location of electric and telecommunications infrastructure. With the integrated development of the properties on either side of the existing alley, its utility is eliminated as such elements (i.e. service access, garbage removal and the like) are internalized within the footprint of the site. The alleys abandonment and replacement with a pedestrian paseo enhances the future utilization of such an area for the one remaining use not otherwise internalized within the Project: pedestrian circulation.

Regarding the portion of University Drive to be vacated, the proposed condition that would result if the Project is approved as designed would significantly enhance the safety of the intersection of University Drive and Ponce de Leon Boulevard for both vehicles and pedestrians. In addition, the vacation of the requested portion of University Drive will also increase the amount of landscaped open space and improve the condition of the pedestrian realm at the sole expense of the Applicants consistent with the City's original design plan.

- b. *The Comprehensive Plan, special purpose plan, or capital improvement program does not anticipate its use; or*

The historic use of the subject alley has been for the near exclusive benefit of the adjoining properties. There is no plan or program of the City to improve the alley to use it or the portion of University Drive which is the subject of the vacation request. Rather, one of the stated policies of the Comprehensive Plan is to increase the amount of urban space available to the City's residents. Such sites serve to preserve the aesthetic quality of an area and to intersperse urban environments with landscaped buffer areas. Converting the existing portion of University Drive into a portion of a larger urban streetscape is consistent with and furthers the goal of the Comprehensive Plan by providing a public open space that serves as a gathering place in the downtown area.

2. *Provides some benefit to the public health, safety, welfare, or convenience, but the overall benefit anticipated to result from abandonment outweighs the specific benefit derived from the non-fee property interest, in that:*

- a. *The vacation or abandonment will not frustrate any comprehensive plan, special purpose plan, or capital improvement program of the City;*

As mentioned above, not only will the vacation and abandonment of both the alley and a portion of University Drive not frustrate any comprehensive plan, special purpose plan, or capital improvement program of the City, but it will be more consistent with such plans and programs.

- b. *The vacation or abandonment will not interfere with any planning effort of the City that is underway at the time of the application but is not yet completed.*

To the best of the Applicants' knowledge, the vacation and abandonment of both the alley and the portion of University Drive will not interfere with any planning effort of the City that is presently underway but not yet completed.

- B. *The vacation or abandonment will provide a material public benefit in terms of promoting the desired development and improves the City's long-term fiscal condition and the applicant provides beneficial mitigation in the form of a proffered mitigation plan which mitigates the loss of real property, the increase in intensity of use and/or impacts on the public health, safety and welfare including increased parking and traffic.*

As described above, the requested vacations and abandonments (along with the proposed dedications by the Applicants) will provide a material public benefit to the City by increasing the amount of urban open space and improving pedestrian and vehicular safety immediately around the Project at no cost to the City. The Applicants will also maintain the open space and will provide any necessary mitigation above and beyond that which is already contemplated. The alley will be replaced with a mid-block paseo, which will internalize vehicular traffic, improve traffic flow, and improve pedestrian movement, and the portion of University Drive to be vacated will be replaced with a vast landscaped open space and much improved condition for both vehicular and pedestrian traffic at the intersection.

Ultimately, in exchange for the vacation of 1,318 sq. feet +/- of University Drive, the Applicant will dedicate a total of 1,725 sq. feet +/- and expend approximately \$2 million to create 27,649 sq. feet of total landscape open space. Accordingly, the proposed vacations will deliver significant public benefits and have positive impacts on the public health, safety, and welfare of the City. Applicants will maintain the slip lane, but it will be repaved in a manner that will reduce the speed of oncoming cars thereby enhancing pedestrian safety.

### **Transfer of Development Rights**

The TDRs that the Applicants are seeking to utilize for the Project were created as the result of the Dispute Resolution Agreement entered into between Mundomed, S.A., South High Cliff Corp., and the City, dated May 2, 2017, recorded in Official Records Book 30586, at Page 3354, in the Public Records of Miami-Dade County, Florida. The Agreement did not involve a local historic landmark or a contributing property within a local historic district, thus no sending site review is required, as confirmed by City staff. Rather, the Agreement involved certain real property which the City rezoned to a less intensive use.

Pursuant to the Agreement, the owner of the property agreed not to oppose or challenge the rezoning in exchange for 50,000 sq. feet of TDRs which may be transferred to and utilized in any Commercial zoned areas of the City which do not abut and are not adjacent to either (i) South Dixie Highway or (ii) properties zoned Single Family Residential (SFR). Pursuant to the Agreement, the filing of the TDR application is subject to approval by the City Commission. At its meeting on Tuesday, August 27, 2019, the City Commission granted initial approval to file an application to receive TDRs on the Property for the Project. It is important to note that only 23,455 sq. feet of the 50,000 sq. feet of TDRs available pursuant to the Agreement are requested to be transferred.

### **Right-of-Way Encroachment**

Consistent with the requirements of Section 4-108, City Zoning Code, Applicant is seeking approval of the encroachment of a porte cochere into the right-of-way of Catalonia Avenue for a depth of 10 feet and a width of 28 feet, 8 inches. The requested encroachment will serve to provide residents,

customers and pedestrians protection from the elements when arriving at the project by vehicle or foot at the north end of the proposed paseo. The Applicant will assume responsibility for all maintenance of the encroachment, payment of any applicable taxes and provision of any liability insurance required by the City.

Thank you for your assistance with this submittal. We look forward to working with the City and earning its approval for this most recent revision to the Project. Should you have any questions regarding this submittal or require additional information, please do not hesitate to contact me at (305) 761-2274 or via e-mail at [jfernandez@smgqlaw.com](mailto:jfernandez@smgqlaw.com).

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

Javier E. Fernández, Esq.  
For the Firm





ATTORNEYS | [SMGQLAW.COM](http://SMGQLAW.COM)

Javier E. Fernández, Esq.  
Phone: (305) 761-2274  
E-mail: [jfernandez@smgqlaw.com](mailto:jfernandez@smgqlaw.com)

November 6, 2023

*Via On-line Submittal*

Mr. Eibi Aizenstat, Chairperson  
Planning & Zoning Board  
City of Coral Gables  
427 Biltmore Way, 2<sup>nd</sup> Floor  
Coral Gables, FL 33134

**Re: Planning & Zoning Board Application – Ponce Park Residences – Art in Public Places Statement – 3000 Ponce de Leon Boulevard, 216 & 224 Catalonia Avenue, 203 University Drive, and 225 Malaga Avenue (the “Property”)**

Dear Mr Aizenstat:

On behalf of RC Acquisitions, LLC, KP Ponce Park FL, LLC, and P & J Enterprise Holdings, LLC (the “Applicants”), we write to advise the Planning & Zoning Board (“Board”) of the Applicants’ intent to make a contribution equal to one percent (1%) of the Aggregate Project Value to the City of Coral Gables’ (“City”) Art Acquisition Fund consistent with the requirements of Section 9-103.A., City Zoning Code.

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

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

Javier E. Fernández

**Anthony De Yurre**  
Tel 305-350-2404  
Fax 305-351-2222  
adeyurre@bilzin.com

January 10, 2020

**VIA HAND DELIVERY**

Mr. Ramon Trias  
Development Review Committee, Chairman  
City of Coral Gables  
427 Biltmore Way, 2<sup>nd</sup> Floor  
Coral Gables, FL 33134

**Re: Development Review Committee Application / Ponce Park Tower / Public Records Search / 224 and 216 Catalonia Avenue, 3000 Ponce de Leon Boulevard, 203 University Drive, and 225 Malaga Avenue (the "Property")**

Dear Mr. Trias:

On behalf of RC Acquisitions, LLC (the "Applicant"), please be advised that we have searched the public records and have not found any ordinances, resolutions, covenants, or development agreements previously granted for the Property. A copy of the results of Public Records Request W030095-082019 confirming the same is attached hereto as Exhibit "A". Should you have any questions or require additional information, please do not hesitate to contact me at (305) 350-2404.

Sincerely,

PP: 

Anthony De Yurre

**Message History (7)**

✉ On 9/11/2019 11:28:39 AM, City of Coral Gables wrote:

**Subject:** Request Completed :: W030095-082019

**Body:**

Dear Jennifer,

The Public Records Request request that you submitted to the City, with the reference number W030095-082019 has been completed.

Thank you.

---

To track and respond to this request, click here to visit the [Coral Gables Customer Connect](#) page and click on "View My Questions/Requests".

You may also view and submit requests via smartphone. [Click here to get the Coral Gables CityApp](#)



✉ On 9/11/2019 11:28:22 AM, City of Coral Gables wrote:

**Subject:** Public Records Request :: W030095-082019

**Body:**

RE: PUBLIC RECORDS REQUEST of Reference # W030095-082019

Dear Jennifer,

The City received a public information request from you on August 20, 2019.

The City has reviewed its files and has determined there are no responsive documents to your request. I searched using our

If you have any questions, or wish to discuss this further, you may contact my office at 305-569-1839 .

Sincerely,

City Clerk's Office  
405 Biltmore Way, First Floor  
Coral Gables, FL 33134  
305-460-5210

↩ On 9/3/2019 4:08:42 PM, Jennifer Fine wrote:

Cynthia, thanks for getting back to me. There is no specific project. I just need to include all ordinances, resolutions, covenants, and development agreements previously granted by the City for the property as part of the DRC application for a project on that site. If there are none, I will include that information in our application submittal. Thank you again.

✉ On 9/3/2019 3:23:50 PM, City of Coral Gables wrote:

**Subject:** Public Records Request :: W030095-082019

**Body:**

Good afternoon Jennifer,

I've looked for resolutions or ordinances and I can't seem to find resolutions or ordinances related to the addresses you provided. Is there a specific name to the project maybe so I can look into this more?

Thank you,

Cynthia Garcia  
City Clerk's Office

← On 9/3/2019 9:48:40 AM, Jennifer Fine wrote:

Hi, I am following up regarding the status of this public records request. Please advise. Thank you.

✉ On 8/20/2019 1:52:50 PM, City of Coral Gables wrote:

Dear **Jennifer Fine**:

Thank you for your recent request submitted to the City of Coral Gables.

**Summary: Please provide copies of all ordinances, resolutions, covenants, and development agreements previously granted by the City for the following property: Lots 8 through 20, Block 29, Coral Gables Crafts Section, Plat Book 10, Page 40. The property is also identified by the following street addresses: 224 Catalonia Avenue, 216 Catalonia Avenue, 3000 Ponce de Leon Boulevard, and 203 University Drive. Lastly, the property is identified by the following folio numbers: 03-4117-005-7140, 03-4117-005-7160, 03-4117-005-7170, 03-4117-005-7180, and 03-4117-005-7230. Thank you!**

In accordance with Section 119.07, F.S. and City of Coral Gables Code Section 2-349 - which may be found at [https://library.municode.com/fl/coral\\_gables/codes/code\\_of\\_ordinances?](https://library.municode.com/fl/coral_gables/codes/code_of_ordinances?) - please be advised that a special service charge may be imposed for the production of public records which require more than 20 minutes of agency resources for the production, inspection, and or copying as well as extensive use of information technology resources.

Be assured, a member of our team will respond to you as soon as possible. Meanwhile, you can monitor the progress of your request at the link below and you'll receive an email when your request has been completed. Again, thank you for using the City's Public Records Platform, if you have any questions regarding the status of your inquiry, please feel free to log into the City's portal and send a message.

Sincerely,

City Clerk's Office

(305) 460-5210

Request Status: <https://www.coralgables.com/service-requests>

 On 8/20/2019 1:52:49 PM, Jennifer Fine wrote:

Request was created by customer

# **EXHIBIT “D”**

Historical Significance Letters



Historical Resources &  
Cultural Arts

2327 SALZEDO STREET  
CORAL GABLES  
FLORIDA 33134

☎ 305.460.5093  
✉ hist@coralgables.com

September 11, 2019

RC Acquisitions LLC  
216 Catalonia Avenue  
Coral Gables, FL 33134

Re: 216 Catalonia Avenue, legally described as Lots 10 & 11, Block 29, Coral Gables Crafts Section according to the plat thereof as recorded in Plat Book 10 Page 40 of the public records of Miami-Dade County, Florida

Dear Property Owners:

Section 3-1107(g) of the Coral Gables Zoning Code states that "All demolition permits for non-designated buildings and/or structures must be approved by the Historic Preservation Officer or designee. The approval is valid for eighteen (18) months from issuance and shall thereafter expire and the approval is deemed void unless the demolition permit has been issued by the Development Services Department. The Historic Preservation Officer may require review by the Historic Preservation Board if the building and/or structure to be demolished is eligible for designation as a local historic landmark or as a contributing building, structure or property within an existing local historic landmark district. This determination of eligibility is preliminary in nature and the final public hearing before the Historic Preservation Board on Local Historic Designation shall be within sixty (60) days from the Historic Preservation Officer determination of "eligibility." Consideration by the Board may be deferred by mutual agreement by the property owner and the Historic Preservation Officer. The Historic Preservation Officer may require the filing of a written application on the forms prepared by the Department and may request additional background information to assist the Board in its consideration of eligibility. Independent analysis by a consultant selected by the City may be required to assist in the review of the application. All fees associated with the analysis shall be the responsibility of the applicant. The types of reviews that could be conducted may include but are not limited to the following: property appraisals; archeological assessments; and historic assessments."

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

**216 Catalonia Avenue, legally described as Lots 10 & 11, Block 29, Coral Gables Crafts Section according to the plat thereof as recorded in Plat Book 10 Page 40 of the public records of Miami-Dade County, Florida, does not meet the minimum eligibility criteria for designation as a local historic landmark. Therefore, the Historical Resources staff will not require review by the Historic Preservation Board if an application is made for a demolition permit.**



Please note that, pursuant to Section 2-705(b)(15) of the Coral Gables Zoning Code, this determination does not constitute a development order and is valid for a period of eighteen (18) months. In the case where the Historic Preservation Officer or designee determines that the property does not meet the minimum eligibility criteria for designation, a permit for the demolition of the property must be issued within the eighteen-month period.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Dona M. Spain". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dona M. Spain  
Historic Preservation Officer

cc: Anthony de Yurre, 1450 Brickell Avenue, Ste 2300, Miami, FL 33131  
Miriam Soler Ramos, City Attorney  
Cristina M. Suárez, Deputy City Attorney  
Suramy Cabrera, Development Services Director  
Charles Wu, Assistant Development Services Director  
Ramon Trias, Planning & Zoning Director  
Virginia Goizueta, Plans Processor Lead  
Historical Significance Request Property File



Historical Resources &  
Cultural Arts

2327 SALZEDO STREET  
CORAL GABLES  
FLORIDA 33134

☎ 305.460.5093  
✉ hist@coralgables.com

September 11, 2019

RC Acquisitions LLC  
216 Catalonia Avenue  
Coral Gables, FL 33134

Re 203 University Drive, legally described as Lots 19 & 20, Block 29, Coral Gables Crafts Section according to the plat thereof as recorded in Plat Book 10 Page 40 of the public records of Miami-Dade County, Florida

Dear Property Owners:

Section 3-1107(g) of the Coral Gables Zoning Code states that "All demolition permits for non-designated buildings and/or structures must be approved by the Historic Preservation Officer or designee. The approval is valid for eighteen (18) months from issuance and shall thereafter expire and the approval is deemed void unless the demolition permit has been issued by the Development Services Department. The Historic Preservation Officer may require review by the Historic Preservation Board if the building and/or structure to be demolished is eligible for designation as a local historic landmark or as a contributing building, structure or property within an existing local historic landmark district. This determination of eligibility is preliminary in nature and the final public hearing before the Historic Preservation Board on Local Historic Designation shall be within sixty (60) days from the Historic Preservation Officer determination of "eligibility." Consideration by the Board may be deferred by mutual agreement by the property owner and the Historic Preservation Officer. The Historic Preservation Officer may require the filing of a written application on the forms prepared by the Department and may request additional background information to assist the Board in its consideration of eligibility. Independent analysis by a consultant selected by the City may be required to assist in the review of the application. All fees associated with the analysis shall be the responsibility of the applicant. The types of reviews that could be conducted may include but are not limited to the following: property appraisals; archeological assessments; and historic assessments."

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

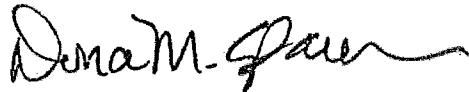
**203 University Drive, legally described as Lots 19 & 20, Block 29, Coral Gables Crafts Section according to the plat thereof as recorded in Plat Book 10 Page 40 of the public records of Miami-Dade County, Florida, does not meet the minimum eligibility criteria for designation as a local historic landmark. Therefore, the Historical Resources staff will not require review by the Historic Preservation Board if an application is made for a demolition permit.**

Please note that, pursuant to Section 2-705(b)(15) of the Coral Gables Zoning Code, this determination does not constitute a development order and is valid for a period of eighteen (18) months. In the case where the Historic Preservation Officer or designee determines that the property does not meet the minimum eligibility criteria for designation, a permit for the demolition of the property must be issued within the eighteen-month period.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Dona M. Spain", with a stylized flourish at the end.

Dona M. Spain  
Historic Preservation Officer

cc: Anthony de Yurre, 1450 Brickell Avenue, Ste 2300, Miami, FL 33131  
Miriam Soler Ramos, City Attorney  
Cristina M. Suárez, Deputy City Attorney  
Suramy Cabrera, Development Services Director  
Charles Wu, Assistant Development Services Director  
Ramon Trias, Planning & Zoning Director  
Virginia Goizueta, Plans Processor Lead  
Historical Significance Request Property File



Historical Resources &  
Cultural Arts

2327 SALZEDO STREET  
CORAL GABLES  
FLORIDA 33134

☎ 305.460.5093  
✉ hist@coralgables.com

October 4<sup>th</sup>, 2019

Coral Gables Chamber of Commerce Inc.  
224 Catalonia Avenue  
Coral Gables, FL 33134

Re: 224 Catalonia Avenue, legally described as Lots 28 TO 30, Block 39, Coral Gables Section L, according to the plat thereof as recorded in Plat Book 8 Page 85 of the public records of Miami-Dade County, Florida,

Dear Property Owners:

Section 3-1107(g) of the Coral Gables Zoning Code states that "All demolition permits for non-designated buildings and/or structures must be approved by the Historic Preservation Officer or designee. The approval is valid for eighteen (18) months from issuance and shall thereafter expire and the approval is deemed void unless the demolition permit has been issued by the Development Services Department. The Historic Preservation Officer may require review by the Historic Preservation Board if the building and/or structure to be demolished is eligible for designation as a local historic landmark or as a contributing building, structure or property within an existing local historic landmark district. This determination of eligibility is preliminary in nature and the final public hearing before the Historic Preservation Board on Local Historic Designation shall be within sixty (60) days from the Historic Preservation Officer determination of "eligibility." Consideration by the Board may be deferred by mutual agreement by the property owner and the Historic Preservation Officer. The Historic Preservation Officer may require the filing of a written application on the forms prepared by the Department and may request additional background information to assist the Board in its consideration of eligibility. Independent analysis by a consultant selected by the City may be required to assist in the review of the application. All fees associated with the analysis shall be the responsibility of the applicant. The types of reviews that could be conducted may include but are not limited to the following: property appraisals; archeological assessments; and historic assessments."

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

**224 Catalonia Avenue, legally described as Lot 8 Less W1/2 & All Lot 9, Block 29, Coral Gables Crafts Section, according to the plat thereof as recorded in Plat Book 10 Page 40 of the public records of Miami-Dade County, Florida, does not meet the minimum eligibility criteria for designation as a local historic landmark. Therefore, the Historical Resources staff will not require review by**

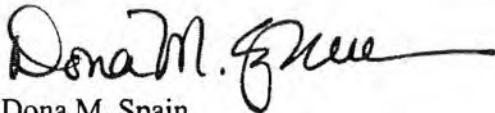
**the Historic Preservation Board if an application is made for a demolition permit.**

Please note that, pursuant to Section 2-705(b)(15) of the Coral Gables Zoning Code, this determination does not constitute a development order and is valid for a period of eighteen (18) months. In the case where the Historic Preservation Officer or designee determines that the property does not meet the minimum eligibility criteria for designation, a permit for the demolition of the property must be issued within the eighteen-month period.

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

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

Sincerely,



Dona M. Spain  
Historic Preservation Officer

cc: RC Acquisitions LLC, 121 Alhambra Plaza, Ste. 1600, Coral Gables, FL 33134  
Anthony de Yurre, 1450 Brickell Avenue, Ste. 2300, Miami, FL 33131  
Miriam Soler Ramos, City Attorney  
Cristina M. Suárez, Deputy City Attorney  
Suramy Cabrera, Development Services Director  
Charles Wu, Assistant Development Services Director  
Ramon Trias, Planning & Zoning Director  
Virginia Goizueta, Plans Processor Lead  
Historical Significance Request Property File

**Anthony De Yurre**  
Tel 305-350-2404  
Fax 305-351-2222  
adeyurre@bilzin.com

January 7, 2020

Ms. Dona M. Spain  
Historical Resources and Cultural Arts Director  
City of Coral Gables  
Historical Resources and Cultural Arts Department  
2327 Salzedo Street, 2<sup>nd</sup> Floor  
Coral Gables, FL 33134

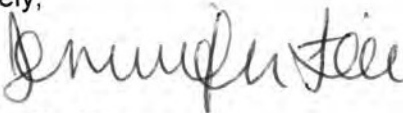
**Re: Historical Significance Request**  
**225 Malaga Avenue / Folio No: 03-4117-005-7250 / Lot 21, Block 29, Coral**  
**Gables Crafts Section (the "Property")**

Dear Ms. Spain:

On behalf of P & J Enterprise Holdings, LLC (the "Owner"), the owner of the Property, please confirm that the structure located on the Property is not historically significant. Enclosed herewith please find a survey of the Property and contiguous parcels of land owned by the Owner, color photographs of the Property, a check for the processing fee in the amount of \$761.25, and the application form.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me at (305) 350-2404.

Sincerely,

PP: 

Anthony De Yurre

ADY  
Enclosures



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

---

In order to process a request for information as to whether or not a non-designated structure is historically significant prior to a request for a demolition permit in the City of Coral Gables, the following information is required:

1. A survey of the lot in question and all contiguous lots or parcels of land owned by the same property owner. The survey must be signed and sealed by a land surveyor registered and licensed to do business in the United State of Florida. The survey must include the following:
  - a) All lot lines and property lines must be shown and labeled.
  - b) All improvements must be shown (i.e. buildings, wall fences, slabs, driveways, etc.)
  - c) Correct legal description.
  - d) Survey must be current (a current survey is less than five (5) years old and must accurately reflect the existing conditions at the site at the time it is submitted to the Historical Resources Department). The date issued must be clearly marked and the survey must be signed and sealed.
2. A letter of request / intent stating the specifics request, including the address and legal description of the property i.e.:

I would like to know if 6XX Alhambra Circle (Lot 1, Block 1, Coral Gables Section) is historically significant.
3. Color Photographs of the overall site, and of all sides of all the buildings and features on the site labeled. Polaroid's, Google Street View, Google Earth images will not be accepted.
4. Processing fee (per Ordinance No. 2015-17):

NEW REQUEST:	\$761.25
RE-ISSUE OF EXPIRED LETTER:	\$100.00

Checks made payable to: *The City of Coral Gables*
5. Application

**ALL SUBMITTED INFORMATION WILL BE RETAINED BY  
THE CITY OF CORAL GABLES AND WILL NOT BE RETURNED.**

Letters for the determination of historical significance should be addressed to:

*The City of Coral Gables  
Historical Resources and Cultural Arts Department  
2327 Salzedo Street, 2<sup>nd</sup> Floor  
Coral Gables, FL 33134*

CITY OF CORAL GABLES  
HISTORIC SIGNIFICANCE REQUEST  
OF ANY STRUCTURE

Re-Issue

**PROPERTY INFORMATION:**

Folio Number: 03-4117-005-7250

Property Address: 225 Malaga Avenue

Legal Description: Lot 21, Block 29, Coral Gables Crafts Section, according to to the Plat thereof, recorded in Plat Book 10, at Page 40.

Original Date of Construction: 1949

Original Architect(s): Unknown

**OWNER INFORMATION:**

Owner: P & J Enterprise Holdings, LLC

Mailing Address: 225 Malaga Avenue, Coral Gables, FL 33134  
*(Please be sure to include City and Zip Code)*

Phone number(s): (305) 444-4611

E-mail: pablo1@jdesignngroup.com

**CONTACT INFORMATION:**

Applicant Name: Anthony De Yurre

Mailing Address: 1450 Brickell Avenue, Suite 2300, Miami, FL 33131  
*(Please be sure to include City and Zip Code)*

Phone number(s): 305-350-2404

E-mail: adeyurre@bilzin.com

*-Staff Use Only-*

EDEN SYSTEM PERMIT #: \_\_\_\_\_

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

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

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

**\*\*PLEASE NOTE:** Section 3-1107(g) of the Coral Gables Zoning Code states that "All demolition permits for non-designated buildings and/or structures must be approved by the Historic Preservation Officer or designee. The approval is valid for eighteen (18) months from issuance and shall thereafter expire and the approval is deemed void unless the demolition permit has been issued by the Development Services Department. The Historic Preservation Officer may require review by the Historic Preservation Board if the building and/or structure to be demolished is eligible for designation as a local historic landmark or as a contributing building, structure or property within an existing local historic landmark district. This determination of eligibility is preliminary in nature and the final public hearing before the Historic Preservation Board on Local Historic Designation shall be within sixty (60) days from the Historic Preservation Officer determination of "eligibility." Consideration by the Board may be deferred by mutual agreement by the property owner and the Historic Preservation Officer. The Historic Preservation Officer may require the filing of a written application on the forms prepared by the Department and may request additional background information to assist the Board in its consideration of eligibility. Independent analysis by a consultant selected by the City may be required to assist in the review of the application. All fees associated with the analysis shall be the responsibility of the applicant. The types of reviews that could be conducted may include but are not limited to the following: property appraisals; archeological assessments; and historic assessments."



## Contact Information

**Agent/Attorney:**

Javier Fernandez

SMGQ Law

1200 Brickell Avenue, Ste.950, Miami, FL 33131

(305)761-2274

[jfernandez@smgqlaw.com](mailto:jfernandez@smgqlaw.com)

**Property Owner/Applicant:**

RC Acquisitions, LLC

121 Alhambra Plaza, Suite 1600

Coral Gables, FL 33134

(305)443-1000

[wasm@allenmorris.com](mailto:wasm@allenmorris.com)

**Architect:**

Zyscovich, LLC

100 Biscayne Boulevard, 27<sup>th</sup> Floor, Miami, FL 33132

(305)372-5222

[jcunningham@zyscovich.com](mailto:jcunningham@zyscovich.com)

**Landscape Architect:**

Naturalficial, Inc.

6915 Red Road, Suite 224

Coral Gables, FL 33134

(786)717-6564

[andres@naturalficial.com](mailto:andres@naturalficial.com)

**From:** [City of Coral Gables](#)  
**To:** [Javier Fernandez](#)  
**Subject:** Payment Confirmation 654482066768  
**Date:** Saturday, June 3, 2023 6:32:54 PM

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You don't often get email from coralgables@corecommerce.com. [Learn why this is important](#)

**SECURITY NOTE:** \*This email has originated from OUTSIDE of SMGQ Law. Please exercise caution with attachments and links \*



Thanks JAVIER, here is an email confirmation of your payment.

## Payment Info

Total Amount: \$250.00  
Invoice Number:  
Customer#:  
Payment Info: American Express \*\*\*\* 1009 (10/2026)  
Transaction ID: 654482066768

Qty	Item	Price
1	New Principal Registration	\$250.00

## Billing Info

SMGQ Law  
JAVIER FERNANDEZ  
SMGQ Law, 1200 Brickell Avenue, Ste. 950  
Miami FL 33131  
US  
3057612274  
jfernandez@smgqlaw.com  
Principal Name: RC Acquisitions, LLC

**DISCLAIMER: Principal will be notified by email that acceptance of Lobbyist is required before approval can be issued. If confirmation is not given within 10 days, representation will be considered denied.**

NOTE: THIS CORRECTIVE SPECIAL WARRANTY DEED IS BEING EXECUTED AND RECORDED BECAUSE OF A TYPOGRAPHICAL ERROR. THE NAME AND IDENTITY OF THE GRANTEE IN THE SPECIAL WARRANTY DEED RECORDED JULY 13, 2011, IN O.R. BOOK 27755, PAGE 815, WERE INCORRECT AND WERE NOT THE PURCHASER OF THIS PROPERTY. THE CORRECT GRANTEE AS SET FORTH HEREIN PAID THE REQUIRED FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$2,833.20 AND SUR-TAX OF \$2,124.90 ON JULY 13, 2011.

PREPARED BY AND RETURN TO:

First American Title Company, LLC  
Attention: Amy Baten  
24 Greenway Plaza, Suite 850  
Houston, TX 77046  
NCS 450885-FL1

**"CORRECTIVE"**  
**SPECIAL WARRANTY DEED**

THIS CORRECTIVE SPECIAL WARRANTY DEED, is made and entered into as of this 25<sup>th</sup> day of Oct., 2011, by FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for Turnberry Bank, a Federal Savings Bank, (the "Grantor"), whose address is c/o Quantum Partners, 4801 Woodway, Ste. 210W, Houston, TX 77056, and having been appointed Receiver by the Department of the Treasury under Order No. 2010-43, a copy of which is hereby attached as Exhibit "A", accepted the appointment of Receiver in letter attached as Exhibit "B", and acting by and through its attorney-in-fact as designated in the Limited Power of Attorney attached as Exhibit "C" and incorporated herein by this reference; to and in favor of RC Acquisitions, LLC, a Delaware limited liability company, (the "Grantee"), whose address is 1201 W. Peachtree Street, Atlanta, GA 30309.

**WITNESSETH:**

THAT, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Miami-Dade County, Florida and more particularly described as follows;

**LOTS 14, 15, 16, 17 AND 18, IN BLOCK 29, OF CORAL GABLES CRAFTS SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, OF PAGE 40, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.**

**TOGETHER** with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

Whereas, the subject Property hereinabove described was acquired by Grantor by that certain Statutory Warranty Deed Recorded on May 26, 2000 in Book 19127 at Page 2602 of the Official Public Records of Real Property for Miami-Dade County, State of Florida.

Grantor, for the consideration stated and subject to any reservations from and exceptions to conveyance and warranty stated herein, grants, sells and conveys to Grantee the Property, any and all improvements located thereon and affixed thereto, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold the Property unto Grantee, Grantee's successors and assigns forever, subject to (a) the Permitted Encumbrances, as hereinafter defined, and (b) the exceptions, limitations and conditions herein set forth. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to any reservations from and exceptions to conveyance and warranty herein, when and only when the claim is by, through, or under Grantor but not otherwise.

Except for the limited covenant of warranty stated immediately above, the Property is conveyed: (a) without covenant, representation, or warranty of any kind or nature, express or implied, and (b) subject to the following matters (such matters hereinafter referred to individually and collectively as "Permitted Encumbrances"): (1) easements, rights of way, and prescriptive rights, whether of record or not; licenses and leases, whether written or oral, recorded or unrecorded; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances; liens, conveyances, and other instruments affecting the Property that have not been created, or do not arise, by, through, or under Grantor; rights of co-owners and co-tenants; rights of adjoining owners in any walls and fences situated on a common boundary; discrepancies, conflicts, and shortages in area or boundary lines; any encroachments or protrusions, or overlapping of improvements; any condition, right, claim, or other matter which would be revealed by a current survey of the Property or which could be discovered by an inspection of the Property; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any County Water Improvement District, Municipal Utility District, or similar governmental or quasi-governmental agency; taxes and assessments of whatever kind, type, or nature, assessed, levied, due, or payable for the year or period during which this conveyance takes place and for any subsequent year or period, the payment of which Grantee assumes; taxes, penalties, and assessments for the year in which this conveyance takes place and prior years due to change in land usage, ownership, or omission and/or mistake of assessment, the payment of which Grantee assumes; (2) existing building and zoning ordinances, land use laws and regulations, and environmental regulations; and (3) rights of parties in possession.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND (iv) ACCESS. GRANTEE HAS MADE ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR IN DETERMINING THE PROPERTY CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE SPECIFICALLY ASSUMES ALL RISK, COSTS AND LIABILITIES OF WHATEVER NATURE ARISING OUT OF THE CONDITION OF THE PROPERTY.

**[REMAINDER OF THIS PAGE  
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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

**WITNESSES:**

*Elizabeth Carter*  
 Witness Signature  
 Printed Name: Elizabeth Carter

*Lawrence Quinlan*  
 Witness Signature  
 Printed Name: Lawrence Quinlan

**GRANTOR:**


**FEDERAL DEPOSIT INSURANCE CORPORATION**, as Receiver for Turnberry Bank, a Federal Savings Bank

By: *Christian E. Menzel*  
 its Attorney-in-Fact  
Christian E. Menzel  
**Attorney in Fact**

STATE OF FLORIDA )  
 ) ss:  
 COUNTY OF DUVAL )

I hereby certify that the foregoing instrument was acknowledged before me this 25 day of OCT, 2011, by CHRISTIAN E. MENZEL, Attorney-in-Fact of the Federal Deposit Insurance Corporation, as Receiver for Community Southern Bank, a Federal Savings Bank. He/She  is personally known to me, or  has produced GOVT I.D. as identification.

**AFFIX NOTARY STAMP/SEAL BELOW:**

**NOTARY PUBLIC-STATE OF FLORIDA**  
  
 Mark A. Haines  
 Commission # DD991338  
 Expires: **MAY 12, 2014**  
 BONDED THRU ATLANTIC BONDING CO., INC.

*Mark A. Haines*  
 NOTARY PUBLIC - Signature Above  
 Printed Name: Mark A. Haines  
 My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

Order No. 2010-43  
Appointing FDIC as Receiver of Turnberry Bank



Office of Thrift Supervision  
Department of the Treasury

*Southeast Region*

1475 Peachtree Street, N.E., Atlanta, GA 30309 • Telephone: (404) 974-9620  
P.O. Box 105217, Atlanta, GA 30348-5217 • Fax: (404) 974-9802

Hand Delivered

July 16, 2010

OTS No. 08087

Turnberry Bank  
20295 N.E. 29<sup>th</sup> Place  
Aventura, Florida 33180

Re: Notice of Appointment of a Receiver

Dear Sir/Madam:

This is to notify you that the Acting Director, Office of Thrift Supervision, by Order Number 2010-43, dated July 16, 2010, appointed the Federal Deposit Insurance Corporation as receiver (Receiver) for Turnberry Bank, Aventura, Florida (Savings Bank), and provided authorization for the undersigned to deliver notice of such appointment.

The Receiver is now taking possession of the Savings Bank pursuant to the terms of its appointment as set forth in Order No. 2010-43, a copy of which is attached. In connection with the appointment of the Receiver, we respectfully call your attention to Section 5(d)(4) of the Home Owners' Loan Act, 12 U.S.C. § 1464(d)(4), which establishes criminal penalties for refusal to comply with the Receiver's demand for possession of the property, business and assets of an association in receivership.

Please countersign a copy of this letter and indicate the time and date of your receipt of the letter and attachment in the space provided on the following page and return such copy to me.

Sincerely,

Paul Paduano  
Examiner IV

Attachment



Notice of Appointment of a Receiver  
Turnberry Bank (No. 08087)  
Aventura, Florida  
July 16, 2010  
Page 2

Received by: Roark Young CEO  
Print Name and Title

At 6:00, P.M., E.D.T., on Friday, July 16, 2010

Signature: Roark Young

Accepting Appointment of FDIC as Receiver for Turnberry Bank, Aventura, Florida:

James C. Walker Receiver in charge  
Print Name and Title

At 6:00, P.M., E.D.T., on Friday, July 16, 2010

Signature: James C. Walker

**Exhibit "B"**  
FDIC's Acceptance of Appointment



**FDIC**

Division of Resolutions and Receiverships  
East Coast Temporary Satellite Office  
7777 Bymeadows Way West  
Jacksonville, Florida 32256

(904) 256-3351

July 16, 2010

Office of Thrift Supervision  
1475 Peachtree Street N.E.  
Atlanta, Georgia 30309

Subject: Turnberry Bank  
Aventura, Florida  
Acceptance of Appointment

Dear Sir or Madam:

Please be advised that the Federal Deposit Insurance Corporation accepts its appointment as Receiver of the above-captioned depository institution, in accordance with the Federal Deposit Insurance Act, as amended,

Sincerely,

Federal Deposit Insurance Corporation

By:

James C. Walker  
James C. Walker  
Attorney-in-Fact

**Exhibit "C"**  
Limited Power of Attorney

Doc # 2010052074, OR BK 15176 Page 537, Number Pages: 4, Recorded 03/09/2010  
 at 10:24 AM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$35.50

Prepared by: Renee Marie Araujo, Esq.  
 FDIC East Coast Temporary Satellite Office  
 7777 Baymeadows Way West  
 Jacksonville, FL 32256

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 (Space above this line must be at least 3 inches)

#### LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC," acting in its Receivership capacity or separate Corporate capacity or as Manager of the FSLIC Resolution Fund has acquired and will acquire certain assets for liquidation and has determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

WHEREAS, the FDIC desires to designate CHRISTIAN E. MENZEL as attorney-in-fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW, THEREFORE, the FDIC appoints CHRISTIAN E. MENZEL as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants CHRISTIAN E. MENZEL the authority, subject to the limitations herein, as follows:

(1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittance therefor in the name and on behalf of the FDIC;

(2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property, including the release and discharge of the same of record in the Official or Public Records of the Clerk of any Circuit Court or any other official public records or registries, wherever located, where payments on account of the same in redemption or otherwise may have been made by the

OR BK 15176 PAGE 538

debtor(s), and to endorse receipt of such payment upon the records in any appropriate public office;

(3) Receive, collect and give all proper acquittance for any other sums of money owing to the FDIC for any Acquired Asset which the attorney-in-fact may sell or dispose of;

(4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;

(5) Sign, seal, acknowledge and deliver any and all agreements, easements, or conveyances as shall be deemed necessary or proper by the FDIC attorney-in-fact in the care and management of the Acquired Assets;

(6) Sign, seal, acknowledge and deliver indemnity agreements and surety bonds in the name of and on behalf of the FDIC;

(7) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;

(8) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

(9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;

(10) Execute, acknowledge and deliver in the name of the FDIC a power of attorney wherever necessary or required by law to any attorney employed by the FDIC;

(11) Foreclose any mortgage or other lien on either real or personal property, wherever located;

(12) Do and perform every act necessary for the use, liquidation or collection of the Acquired Assets held in the name of the FDIC;

(13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claim(s) asserted against the FDIC, either in its Receivership or Corporate capacity, or as Manager of the FSLIC Resolution Fund.

This Power of Attorney shall be effective August 19, 2009, and shall continue in full force and effect through August 18, 2011, unless otherwise terminated by any official of the FDIC authorized to do so by the Board of Directors of the FDIC.

OR BK 18176 PAGE 535

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 03<sup>rd</sup> day of March, 2010.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: [Signature]  
Name: OPHELIA JONES  
Title: Manager of Customer Service -  
East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

Signed in the presence of:

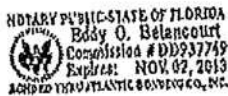
Witness: [Signature]  
Printed Name: Bonnie La Young

Witness: [Signature]  
Printed Name: Charles E. Jones

STATE OF FLORIDA }  
COUNTY OF DUVAL }

On this 03<sup>rd</sup> day of March, 2010, before me, a Notary Public in and for the State of Florida appeared OPHELIA JONES, to me personally known, who, being by me first duly sworn did depose that he/she is Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said OPHELIA JONES, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

[PLACE NOTARY SEAL BELOW HERE]



[Signature]  
Notary Public  
Printed Name of Notary: Eddy O. Belancourt  
Commission No.: DD937749  
My Commission expires: NOV. 02, 2013

OR BK 15176 PAGE 536

STATE OF FLORIDA }  
COUNTY OF DUVAL }

On this 02<sup>nd</sup> day of March, 2010, before me, a Notary Public in and for the State of Florida appeared Reneva V Young (witness #1) and Charles E. Jones (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw OPHELIA JONES, Manager of Customer Service, East Coast Temporary Satellite Office, of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, and had subscribed the same, and that they had signed the same as a witness at the request of the person who executed the same.

[PLACE NOTARY SEAL BELOW HERE]

NOTARY PUBLIC-STATE OF FLORIDA  
Eddy O. Belandier  
Commission # DD937749  
Expires: NOV. 02, 2013  
SIGNED TEAM AN ANNY 80X0000 CO, INC

Eddy O. Belandier  
Notary Public  
Printed Name of Notary: Eddy O. Belandier  
Commission No. : DD937749  
My Commission expires: Nov. 02, 2013

STATE OF FLORIDA  
DUVAL COUNTY  
I, THE UNDERSIGNED Clerk of the Circuit Court of Duval County, Florida, DO HEREBY CERTIFY that the within and foregoing is a true and correct copy of the original as it appears on record and the same is in full force and effect.  
WITNESS my hand and seal of Clerk of Circuit Court of Duval County, Florida, this 02<sup>nd</sup> day of March, 2010  
JIM FULLER  
Clerk, Circuit and County Courts  
Duval County, Florida  
By: [Signature]



NOTE: THIS CORRECTIVE SPECIAL WARRANTY DEED IS BEING EXECUTED AND RECORDED BECAUSE OF A TYPOGRAPHICAL ERROR. THE NAME AND IDENTITY OF THE GRANTEE IN THE SPECIAL WARRANTY DEED RECORDED JULY 13, 2011, IN O.R. BOOK 27755, PAGE 829, WERE INCORRECT AND WERE NOT THE PURCHASER OF THIS PROPERTY. THE CORRECT GRANTEE AS SET FORTH HEREIN PAID THE REQUIRED FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$1,455.60 AND SUR-TAX OF \$1,091.70 ON JULY 13, 2011.

PREPARED BY AND RETURN TO:

First American Title Company, LLC  
Attention: Amy Baten  
24 Greenway Plaza, Suite 850  
Houston, TX 77046  
NCS 450885-FL3

**"CORRECTIVE"**  
**SPECIAL WARRANTY DEED**

**THIS CORRECTIVE SPECIAL WARRANTY DEED**, is made and entered into as of this 25<sup>th</sup> day of Oct., 2011, by **FEDERAL DEPOSIT INSURANCE CORPORATION** as Receiver for Turnberry Bank, a Federal Savings Bank, (the "Grantor"), whose address is c/o Quantum Partners, 4801 Woodway, Ste. 210W, Houston, TX 77056, and having been appointed Receiver by the Department of the Treasury under Order No. 2010-43, a copy of which is hereby attached as Exhibit "A", accepted the appointment of Receiver in letter attached as Exhibit "B", and acting by and through its attorney-in-fact as designated in the Limited Power of Attorney attached as Exhibit "C" and incorporated herein by this reference; to and in favor of **RC Acquisitions, LLC**, a Delaware limited liability company, (the "Grantee"), whose address is 1201 W. Peachtree Street, Atlanta, GA 30309.

**WITNESSETH:**

**THAT**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Miami-Dade County, Florida and more particularly described as follows;

**LOTS 12 AND 13, IN BLOCK 29, OF CORAL GABLES CRAFTS SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, OF PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

**TOGETHER** with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

Whereas, the subject Property hereinabove described was acquired by Grantor by that certain Statutory Warranty Deed Recorded on June 28, 2000 in Book 19173 at Page 234 of the Official Public Records of Real Property for Miami-Dade County, State of Florida.

Grantor, for the consideration stated and subject to any reservations from and exceptions to conveyance and warranty stated herein, grants, sells and conveys to Grantee the Property, any and all improvements located thereon and affixed thereto, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold the Property unto Grantee, Grantee's successors and assigns forever, subject to (a) the Permitted Encumbrances, as hereinafter defined, and (b) the exceptions, limitations and conditions herein set forth. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to any reservations from and exceptions to conveyance and warranty herein, when and only when the claim is by, through, or under Grantor but not otherwise.

Except for the limited covenant of warranty stated immediately above, the Property is conveyed: (a) without covenant, representation, or warranty of any kind or nature, express or implied, and (b) subject to the following matters (such matters hereinafter referred to individually and collectively as "Permitted Encumbrances"): (1) easements, rights of way, and prescriptive rights, whether of record or not; licenses and leases, whether written or oral, recorded or unrecorded; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances; liens, conveyances, and other instruments affecting the Property that have not been created, or do not arise, by, through, or under Grantor; rights of co-owners and co-tenants; rights of adjoining owners in any walls and fences situated on a common boundary; discrepancies, conflicts, and shortages in area or boundary lines; any encroachments or protrusions, or overlapping of improvements; any condition, right, claim, or other matter which would be revealed by a current survey of the Property or which could be discovered by an inspection of the Property; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any County Water Improvement District, Municipal Utility District, or similar governmental or quasi-governmental agency; taxes and assessments of whatever kind, type, or nature, assessed, levied, due, or payable for the year or period during which this conveyance takes place and for any subsequent year or period, the payment of which Grantee assumes; taxes, penalties, and assessments for the year in which this conveyance takes place and prior years due to change in land usage, ownership, or omission and/or mistake of assessment, the payment of which Grantee assumes; (2) existing building and zoning ordinances, land use laws and regulations, and environmental regulations; and (3) rights of parties in possession.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND (iv) ACCESS. GRANTEE HAS MADE ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR IN DETERMINING THE PROPERTY CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE SPECIFICALLY ASSUMES ALL RISK, COSTS AND LIABILITIES OF WHATEVER NATURE ARISING OUT OF THE CONDITION OF THE PROPERTY.

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**EXHIBIT "A"**

Order No. 2010-43  
Appointing FDIC as Receiver of Turnberry Bank



Office of Thrift Supervision  
Department of the Treasury

*Southeast Region*

1475 Peachtree Street, N.E., Atlanta, GA 30309 • Telephone: (404) 974-9820  
P.O. Box 195217, Atlanta, GA 30348-5217 • Fax: (404) 974-9802

Hand Delivered

July 16, 2010

OIS No. 08087

Turnberry Bank  
20295 N.E. 29<sup>th</sup> Place  
Aventura, Florida 33180

Re: Notice of Appointment of a Receiver

Dear Sir/Madam:

This is to notify you that the Acting Director, Office of Thrift Supervision, by Order Number 2010-43, dated July 16, 2010, appointed the Federal Deposit Insurance Corporation as receiver (Receiver) for Turnberry Bank, Aventura, Florida (Savings Bank), and provided authorization for the undersigned to deliver notice of such appointment.

The Receiver is now taking possession of the Savings Bank pursuant to the terms of its appointment as set forth in Order No. 2010-43, a copy of which is attached. In connection with the appointment of the Receiver, we respectfully call your attention to Section 5(d)(4) of the Home Owners' Loan Act, 12 U.S.C. § 1464(d)(4), which establishes criminal penalties for refusal to comply with the Receiver's demand for possession of the property, business and assets of an association in receivership.

Please countersign a copy of this letter and indicate the time and date of your receipt of the letter and attachment in the space provided on the following page and return such copy to me.

Sincerely,

Paul Paduano  
Examiner IV

Attachment

Notice of Appointment of a Receiver  
Turnberry Bank (No. 08087)  
Aventura, Florida  
July 16, 2010  
Page 2

Received by: Roark Young CEO  
Print Name and Title

At 6:00, P.M., E.D.T., on Friday, July 16, 2010

Signature: Roark Young

Accepting Appointment of FDIC as Receiver for Turnberry Bank, Aventura, Florida:

James C. Walker Receiver in charge  
Print Name and Title

At 6:00, P.M., E.D.T., on Friday, July 16, 2010

Signature: James C. Walker

**Exhibit "B"**  
FDIC's Acceptance of Appointment





**FDIC**

Division of Resolutions and Receiverships  
East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, Florida 32256

(904) 256-3351

July 16, 2010

Office of Thrift Supervision  
1475 Peachtree Street N.E.  
Atlanta, Georgia 30309

Subject: Turnberry Bnk  
Aventura, Florida  
Acceptance of Appointment

Dear Sir or Madam:

Please be advised that the Federal Deposit Insurance Corporation accepts its appointment as Receiver of the above-captioned depository institution, in accordance with the Federal Deposit Insurance Act, as amended,

Sincerely,

Federal Deposit Insurance Corporation

By:

James C. Walker  
James C. Walker  
Attorney-in-Fact

**Exhibit "C"**  
Limited Power of Attorney

Doc # 2010052874, OR BK 15176 Page 537, Number Pages: 4, Recorded 03/09/2010  
 at 10:24 AM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$35.50

Prepared by: Renee Marie Araujo, Esq.  
 FDIC East Coast Temporary Satellite Office  
 7777 Baymeadows Way West  
 Jacksonville, FL 32256

(Leave Blank Above this Line for Recording Information)  
 (Space above this line must be at least 3 lines)

#### LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC," acting in its Receivership capacity or separate Corporate capacity or as Manager of the FSLIC Resolution Fund has acquired and will acquire certain assets for liquidation and has determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

WHEREAS, the FDIC desires to designate CHRISTIAN E. MENZEL as attorney-in-fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW, THEREFORE, the FDIC appoints CHRISTIAN E. MENZEL as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants CHRISTIAN E. MENZEL the authority, subject to the limitations herein, as follows:

(1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittance therefor in the name and on behalf of the FDIC;

(2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property, including the release and discharge of the same of record in the Official or Public Records of the Clerk of any Circuit Court or any other official public records or registries, wherever located, where payments on account of the same in redemption or otherwise may have been made by the

OR BK 15176 PAGE 538

debtor(s), and to endorse receipt of such payment upon the records in any appropriate public office;

(3) Receive, collect and give all proper acquittance for any other sums of money owing to the FDIC for any Acquired Asset which the attorney-in-fact may sell or dispose of;

(4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;

(5) Sign, seal, acknowledge and deliver any and all agreements, easements, or conveyances as shall be deemed necessary or proper by the FDIC attorney-in-fact in the care and management of the Acquired Assets;

(6) Sign, seal, acknowledge and deliver indemnity agreements and surety bonds in the name of and on behalf of the FDIC;

(7) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;

(8) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

(9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;

(10) Execute, acknowledge and deliver in the name of the FDIC a power of attorney wherever necessary or required by law to any attorney employed by the FDIC;

(11) Foreclose any mortgage or other lien on either real or personal property, wherever located;

(12) Do and perform every act necessary for the use, liquidation or collection of the Acquired Assets held in the name of the FDIC;

(13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claim(s) asserted against the FDIC, either in its Receivership or Corporate capacity, or as Manager of the FSLIC Resolution Fund.

This Power of Attorney shall be effective August 19, 2009, and shall continue in full force and effect through August 18, 2011, unless otherwise terminated by any official of the FDIC authorized to do so by the Board of Directors of the FDIC.

OR BK 16176 PAGE 535

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 03<sup>rd</sup> day of March, 2010.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: [Signature]  
Name: OPHELIA JONES  
Title: Manager of Customer Service -  
East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

Signed in the presence of

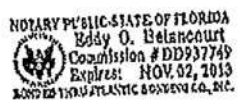
Witness: [Signature]  
Printed Name: Bernice W. Young

Witness: [Signature]  
Printed Name: Charles E. Jones

STATE OF FLORIDA }  
COUNTY OF DUVAL }

On this 03<sup>rd</sup> day of March, 2010, before me, a Notary Public in and for the State of Florida appeared OPHELIA JONES, to me personally known, who, being by me first duly sworn did depose that he/she is Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said OPHELIA JONES, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

[PLACE NOTARY SEAL BELOW HERE]



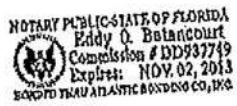
[Signature]  
Notary Public  
Printed Name of Notary: Eddy O. Belancourt  
Commission No.: DD937749  
My Commission expires: NOV. 02, 2013

OR BK 15176 PAGE 536

STATE OF FLORIDA )  
 )  
COUNTY OF DUVAL )

On this 22<sup>nd</sup> day of March, 2010, before me, a Notary Public in and for the State of Florida appeared Bertha V Young (witness #1) and Charles E. Jones (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw OPHELIA JONES, Manager of Customer Service, East Coast Temporary Satellite Office, of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, and had subscribed the same, and that they had signed the same as a witness at the request of the person who executed the same.

[PLACE NOTARY SEAL BELOW HERE]



Eddy O. Belancourt  
Notary Public  
Printed Name of Notary: EDDY O. BELANCOURT  
Commission No. : DD937749  
My Commission expires: Nov. 02, 2013

STATE OF FLORIDA  
DUVAL COUNTY  
I, THE UNDERSIGNED Clerk of the Circuit Court of Duval County, Florida, DO HEREBY CERTIFY that the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit Court of Duval County, Florida and the same is in full force and effect.  
WITNESS my hand and seal of Clerk of Circuit Court of Jacksonville, Florida, this 22<sup>nd</sup> day of March, 2010  
JIM FULLER  
Clerk, Circuit and County Courts  
Duval County, Florida  
By [Signature]



CFN 2005R0559561  
 DR Bk 23430 Pgs 3227 - 3228 (2pgs)  
 RECORDED 06/01/2005 15:28:51  
 DEED DOC TAX 12,300.00  
 SURTAX 9,225.00  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:  
 Carlos A. Munoz  
 Attorney at Law  
 Carlos A. Muñoz, P.A.  
 7900 Red Road Suite 23  
 South Miami, FL 33143

File Number: 05-115CM

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 31st day of May, 2005 between 2L Holdings, LLC, a dissolved Florida limited liability company whose post office address is ~~224 Catalonia Avenue, Coral Gables, FL 33134~~, grantor, and Coral Gables Chamber of Commerce, Inc., a Florida non profit corporation whose post office address is ~~360 Greco Avenue, Suite 100, Coral Gables, FL 33146~~, grantee: \*\*224 Catalonia Ave., Coral Gables, FL 33134  
 \* c/o Carlos Munoz, Esq., 7900 Red Rd., Suite 23, Miami, FL 33143

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

The East 1/2 of Lot 8, and all of Lot 9, in Block 29, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40 of Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 03-4117-005-7140

a/k/a: 224-230 Catalonia Avenue, Coral Gables, FL 33134

Grantor, a dissolved limited liability company is conveying said property in order to wind up the company's business and affairs.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

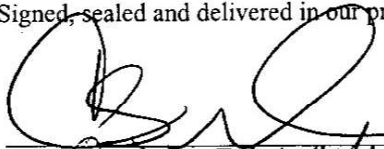
**To Have and to Hold**, the same in fee simple forever.

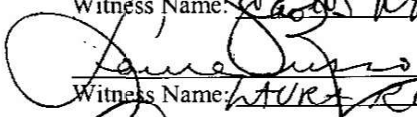
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.


**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

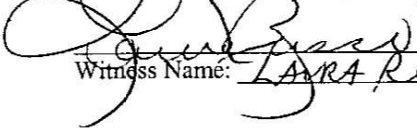
DoubleTime®

Signed, sealed and delivered in our presence:

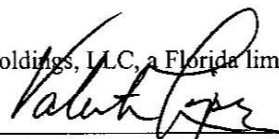
  
 Witness Name: CARLOS MUNOZ


  
 Witness Name: Laura Russo

  
 Witness Name: CARLOS MUNOZ

  
 Witness Name: Laura Russo

2L Holdings, LLC, a Florida limited liability company

By:   
Valentin Lopez, Managing Member

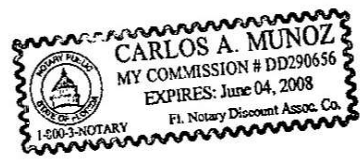
By:   
Raimundo Lopez Lima Levi, Managing Member

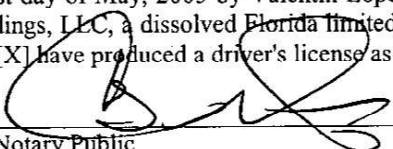
(Corporate Seal)

State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me this 31st day of May, 2005 by Valentin Lopez, Managing Member and Raimundo Lopez Lima Levi, Managing Member of 2L Holdings, LLC, a dissolved Florida limited liability company, on behalf of the company. They  are personally known to me or  have produced a driver's license as identification.

[Notary Seal]



  
Notary Public

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

My Commission Expires: \_\_\_\_\_



THIS INSTRUMENT PREPARED BY:  
GREGORY T. MARTINI, ESQ.  
SACHER MARTINI & SACHER P.A.  
2655 LeJeune Road, Suite 1101  
Coral Gables, Florida 33134

Property Appraisers Parcel  
Identification (Folio) Number(s):

03-4117-005-1760

WARRANTY DEED

THIS INDENTURE, made this 15<sup>th</sup> day of October, 2018, between JACQUES BAUDEAN and JEAN PAUL ROBIN, a married couple, whose post office address is 171 N. Hibiscus Drive, Miami Beach, FL 33139, collectively, party of the first part, and RC ACQUISITIONS, LLC, a Delaware limited liability company, whose post office address is 121 Alhambra Plaza, Suite 1600, Coral Gables, FL 33134, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, to them in hand paid by party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land situate and being in the County of Miami-Dade and State of Florida, to-wit:

Lots 10 and 11, in Block 29, of CORAL GABLES, CRAFTS SECTION, according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

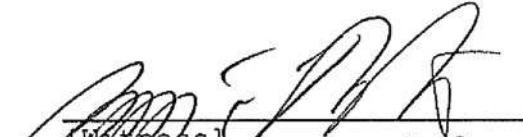
Together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.


SUBJECT TO: real property taxes for the current year and subsequent years; covenants, easements and restrictions of record, however, this provision shall not serve to reimpose same; and applicable zoning ordinances.


And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.


IN WITNESS WHEREOF, party of the first part has set their hands and seals the day and year first above written.

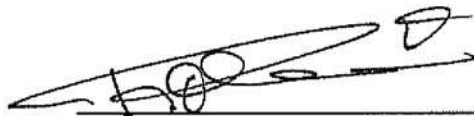
Signed, sealed and delivered in the presence of:


  
[Witness]  
Gregory T. Martini  
[Printed Name of Witness]

  
\_\_\_\_\_  
JACQUES BAUDEAN  
Address:  
171 N. Hibiscus Drive  
Miami Beach, FL 33139

  
[Witness]  
Melissa R. Smith  
[Printed Name of Witness]

  
[Witness]  
Gregory T. Martini  
[Printed Name of Witness]

  
\_\_\_\_\_  
JEAN PAUL ROBIN  
Address:  
171 N. Hibiscus Drive  
Miami Beach, FL 33139

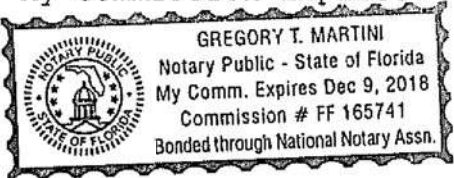
  
[Witness]  
Melissa R. Smith  
[Printed Name of Witness]

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

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JACQUES BAUDEAN, the person described in and who executed the foregoing instrument, personally known to me or who has produced Fla Drivers License as identification, who did take an oath, and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Coral Gables, said County and State, this 10th day of October, A.D. 2018.

My Commission Expires:



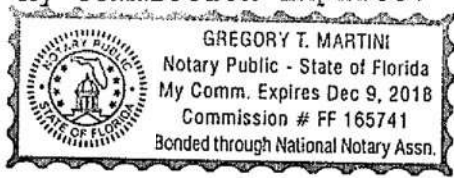
[Signature]  
Notary Public, State of Florida  
Gregory T. Martini  
[Printed Name of Notary Public]

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

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JEAN PAUL ROBIN, the person described in and who executed the foregoing instrument, personally known to me or who has produced Fla Drivers License as identification, who did take an oath, and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Coral Gables, said County and State, this 10th day of October, A.D. 2018.

My Commission Expires:



[Signature]  
Notary Public, State of Florida  
[Blank]  
[Printed Name of Notary Public]

PREPARED BY:

Patricia K. Fletcher, Esq.  
Gunster, Yoakley & Stewart, P.A.  
4733 North Highway A1A, Suite 301  
Vero Beach, FL 32963

AFTER RECORDING RETURN TO:

Gunster, Yoakley & Stewart, P.A.  
Att: V. Russell  
800 SE Monterey Commons Blvd.  
Suite 200  
Stuart, FL 34996

Parcel ID #03-4117-005-7230

**WARRANTY DEED**

**THIS WARRANTY DEED**, made the 5<sup>th</sup> day of October, 2017, by **AL-AMAAN, INC., a Florida corporation**, whose address is c/o Amir Isaiiah, Esq., as Receiver, 100 SE 2<sup>nd</sup> Street, 44<sup>th</sup> Floor, Miami, FL 33131 ("Grantor"), to **RC ACQUISITIONS, LLC, a Delaware limited liability company**, whose post office address is c/o Yazmin Gil, The Allen Morris Company, 121 Alhambra Plaza, Suite 1600, Coral Gables, Florida 33134 ("Grantee").

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Miami-Dade County, State of Florida, to-wit:

Lots 19 and 20, Block 29, Coral Gables Crafts Section, according to the Plat thereof as recorded in Plat Book 10, Page(s) 40, Public Records of Miami-Dade County, Florida.

(the "Property").

**SUBJECT TO** taxes and assessments for the year 2017 and all subsequent years; all applicable governmental, zoning and land use ordinances, restrictions, and prohibitions and other requirements imposed by governmental authority, and conditions, restrictions, reservations and easements of record, which are not reimposed hereby.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

THIS DEED IS BEING EXECUTED AND DELIVERED BY THE UNDERSIGNED RECEIVER ON BEHALF OF GRANTOR PURSUANT TO THAT CERTAIN ORDER ON MOTION TO APPROVE SALE OF PROPERTY FREE AND CLEAR OF LIENS AND ENCUMBRANCES AND TO APPROVE DISBURSEMENT OF SALE PROCEEDS DATED SEPTEMBER 1, 2017, ENTERED IN CASE NO. 14-027876 CA O1, ELEVENTH JUDICIAL CIRCUIT, MIAMI-DADE COUNTY, FLORIDA.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness #1 Signature

**Mayling Diaz-Clark**

Witness #1 Printed Name

[Signature]  
Witness #2 Signature

Heather L. Gray

Witness #2 Printed Name

**AL-AMAAN, INC., a Florida corporation**

By: Amir Isaiiah, Receiver

Amir Isaiiah, Esq. as court appointed Receiver for Al-Amaan, Inc. under Case No. 14-027876 CA O1, Eleventh Judicial Circuit, Miami-Dade County, Florida

(Corporate Seal)

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

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 2017, by Amir Isaiiah, Esq. as court appointed Receiver for Al-Amaan, Inc., a Florida corporation, under Case No. 14-027876 CA O1, Eleventh Judicial Circuit, Miami-Dade County, Florida, on behalf of said corporation. He is (  ) personally known to me, or (  ) has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



[Signature]  
Notary Public - State of Florida  
Printed Name: Mayling Diaz-Clark  
My Commission Number: FF-134732  
My Commission Expires: 7/1/2018



CFN 2013R0726186  
 DR Bk 28818 Pgs 0653 - 654; (2pgs)  
 RECORDED 09/12/2013 14:00:02  
 DEED DDC TAX 0.60  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

**This Instrument Prepared by:**  
**Carlos M. Machado, Esq.**  
**201 Alhambra Circle, Suite 1205**  
**Coral Gables, Florida 33134**

**Property Appraisers Parcel Identification (Folio) Number(s): 03-4117-005-7250**

**This Quit-Claim Deed**, Executed this 6<sup>th</sup> day of September, 2013 A.D., by J. Design Group, Inc., a Florida Corporation, 225 Malaga Avenue, Coral Gables, Florida 33134, grantor, to P & J Enterprise Holdings, LLC, a Florida Limited Liability Company, 225 Malaga Avenue, Coral Gables, Florida 33134, grantee,

*(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)*

*Witnesseth that the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party, forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:*


**Lot 21, Block 29, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.**

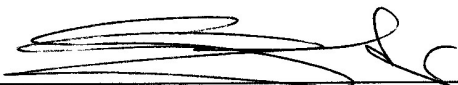
*To Have and to Hold The same together with all and singular the appurtenances thereunto belonging on in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

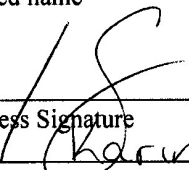
*In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.*

*\* Conveyance between entities owned by the exact same principals, and therefore, minimum documentary stamps are affixed. Crescent Miami Center, LLC v. Florida Dep't of Revenue; 903 So. 2d 913 (Fla. 2005).*

J. Design Group, Inc., a Florida Corporation

  
\_\_\_\_\_  
Witness Signature  
*Carlos Machado*  
\_\_\_\_\_  
Printed name

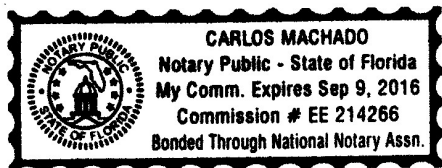
  
\_\_\_\_\_  
JENNIFER CORREDOR  
PRESIDENT

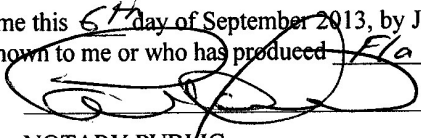
  
\_\_\_\_\_  
Witness Signature  
*Charisa Pagan*  
\_\_\_\_\_  
Printed Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 6th day of September 2013, by Jennifer Corredor, President of J. Design Group, Inc., a Florida Corporation who is personally known to me or who has produced Fla- Drivers License as identification and did take an oath.



  
\_\_\_\_\_  
NOTARY PUBLIC:

\_\_\_\_\_  
Print Name:

My Commission Expires:

State of \_\_\_\_\_ at Large (Seal)

This instrument was prepared by and  
after recording return to:

Mario Garcia-Serra, Esq.  
600 Brickell Avenue, Suite 3500  
Miami, Florida 33131

### **DISPUTE RESOLUTION AGREEMENT**

This Dispute Resolution Agreement (hereinafter, the "Agreement"), is made and entered into by and among MUNDOMED S.A., a Dominican Republic corporation, and SOUTH HIGH CLIFF CORP., a Panama corporation (collectively, hereinafter the "Owners") and the CITY OF CORAL GABLES, a Florida municipality (hereinafter the "City) (collectively, the "Parties").

#### **WITNESSETH:**

**WHEREAS**, the Owners own certain real property identified by Miami-Dade County Property Tax Folio Identification Nos. 03-5107-001-0040 and 03-5107-001-0030, legally described as:

Lot 3 of Avocado Land Co. according to the plat thereof recorded at Plat Book 2, Page 44, in the Public Records of Miami-Dade County, Florida (hereinafter the "Property");  
and

**WHEREAS**, the Property is currently zoned as Single-Family Residential District pursuant to the City of Coral Gables Zoning Map; and

**WHEREAS**, the City intends to change the Property's zoning district to Preservation District; and

**WHEREAS**, Article 3, Division 17 of the City of Coral Gables Zoning Code ("Division 17") entitled, "Protection of Landowners' Rights; Relief from Inordinate Burdens," is intended to protect landowners' rights and provide relief from inordinate burdens; and

**WHEREAS**, pursuant to Section 3-1702(B) of the City of Coral Gables Zoning Code, City Staff may initiate this procedure and file an application at any time in order to settle a pending dispute or litigation; and

**WHEREAS**, pursuant to Section 3-1701 of the City of Coral Gables Zoning Code, the City may agree to a settlement to mitigate the burden where a party to a settlement agrees in the settlement to bear a disproportionate burden of a government use that benefits the public; and

**WHEREAS**, pursuant to Section 3-1703(A) of the City of Coral Gables Zoning Code, if the City demonstrates that a settlement would avoid, mitigate, or remedy an unfair, disproportionate, or inordinate burden to a property owner, the City Commission may grant appropriate relief; and



**WHEREAS**, pursuant to Section 3-1703(B) of the city of Coral Gables Zoning Code, the decision to grant such relief rests in the sound discretion of the City Commission in the exercise of its inherent sovereign powers to settle legitimate disputes; and

**WHEREAS**, pursuant to Section 3-1703(B) of the City of Coral Gables Zoning Code, the City's policy is to fashion a proposal for resolving a dispute based on a considered balance of the following factors: (1) the degree of burden suffered by the applicant or property owners; (2) the nature and significance of the public interest that is served by the application of the regulation to the property; and (3) the likelihood of litigation, and its likely cost, the City's potential exposure, the uncertainty of the outcome, the timetable for resolving disputes, and whether there is a perceived need for a judicial determination of the issues raised by the application; and

**WHEREAS**, pursuant to Section 3-1703(B) of the City of Coral Gables Zoning Code, all relief granted pursuant to Division 17 is conditioned upon the execution of a release of all claims that may arise from or relate to the application of the land development regulations that allegedly created the unfair, disproportionate or inordinate burden; and

**WHEREAS**, the Bert J. Harris, Jr. Private Property Protection Act (the "Bert J. Harris Act") as codified in Section 70.001 of the Florida Statutes defines the term "inordinately burden" to include the use of real property such that the property owner is unable to obtain reasonable, investment-backed expectations for the use of the subject property; and

**WHEREAS**, Owners allege that the City's rezoning of the Property from Single-Family Residential District to Preservation District would disproportionately and inordinately burden the Owners' property rights in violation of Division 17 of the City of Coral Gables Zoning Code and the Bert J. Harris Act as codified in Section 70.001 of the Florida Statutes; and

**WHEREAS**, Owners have agreed, as part of the settlement, to not oppose or challenge the rezoning of the Property to the Special Use or Preservation District designation and to convey the Property to the City for use as open space and preservation area, which is of substantial public benefit, and which results in a limitation to development on the property, which is also resolved as part of this settlement; and

**WHEREAS**, the City Commission finds sufficient evidence in the record to justify a settlement pursuant to Division 17 of the City of Coral Gables Zoning Code and the Bert J. Harris Act as codified in Section 70.001 of the Florida Statutes; and

**WHEREAS**, pursuant to Division 17 of the City of Coral Gables Zoning Code and the Bert J. Harris Act as codified in Section 70.001 of the Florida Statutes, the Parties wish to enter into a dispute resolution agreement; and

**WHEREAS**, on March 28, 2017, the City Commission reviewed and approved this Agreement in this substantial form, after public hearing, pursuant to Section 3-1705 of the City of Coral Gables Zoning Code; and

**WHEREAS**, the Parties have reached an agreement as to their dispute and they desire to fully and finally resolve any and all claims against each other and their respective agents, employees, officers, elected and appointed officials, independent contractors, and representatives concerning, relating to, or in any way arising out of their dispute, and entered into this Agreement to completely settle and depose of all claims or disputes of whatever kind or nature, including, but not limited to, the Bert J. Harris Act claim, any takings or property rights claim, any petitions for certiorari, or any other matter regarding the subject matter of this Agreement whether actually asserted by Owners, or as may have been asserted, whether known or unknown, against the City; and

**WHEREAS**, this Agreement between the Parties shall fully resolve all of Owners' claims pursuant to Division 17 of the City of Coral Gables Zoning Code and the Bert J. Harris Act as codified in Section 70.001 of the Florida Statutes, which were, or could have been noticed, plead, or initiated, and any other matters described and/or defined herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1. The foregoing recitals are true and correct and incorporated herein as if fully set forth.
2. The Parties and all signatories hereto represent and warrant that they have full authorization and legal authority to establish the legally binding rights, obligations, and duties as expressed herein or contemplated hereby.
3. Owners hereby agree not to oppose or challenge the rezoning of the Property from Single Family Residential to Preservation District or Special Use or the redesignation of the Property on the Comprehensive Plan Land Use Map from Residential Single-Family Low Density to Parks and Recreation, Open Space, or Conservation Areas.
4. The City hereby agrees, pursuant to Section 3-1703(A)(2) of the Zoning Code, that Owners are entitled to 50,000 square feet of transferable development rights ("TDRs"), which may be transferred to and utilized in either the Central Business District or the North Ponce Mixed Use Corridor pursuant to and subject to the TDR process and approval criteria provided for in Division 10 of Article 3 of the Zoning Code. The TDRs may also be utilized in other Commercial and Industrial Zoned areas of the City, which do not abut and are not adjacent to either (i) South Dixie Highway or (ii) properties zoned SFR (Single Family Residential), with the filing of the TDR application being subject to the absolute discretion of the City Commission. Upon the approval of the filing of such TDR application, the City Commission shall utilize utilizing the process and criteria set forth in Division 10 of Article 3 of the Zoning Code. Alternatively and subject to the TDR process and approval criteria provided for in Division 10 of Article 3 of the Zoning Code, the TDRs may be used to

transfer density units at a ratio of 1,000 square feet being equivalent to 1 density unit. Any floor area utilized to transfer density units shall be deducted from the 50,000 square feet of TDRs.

5. Owners shall convey the Property to the City of Coral Gables within 90 days of the approval of this Agreement. Said timeframe may be extended administratively by the City Manager at his/her discretion.
6. The Parties understand and agree that no Party admits liability of any sort by reason of the above incidents, acts, casualties, actions, events, representations, omissions, conduct, or interpretation.
7. As required by Section 3-1703(E) of the Coral Gables Zoning Code, Owners hereby release the City of Coral Gables, including its agents, employees, officers, elected and appointed officials, independent contractors, and representatives for any claims concerning, relating to, or in any way arising out of their dispute, including, but not limited to, the Bert J. Harris Act claim, any takings or property rights claim, any petition for certiorari, or any matter regarding the subject matter of this Agreement, whether actually asserted by Owners, or as may have been asserted, and whether known or unknown.
8. The Parties warrant and represent that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demand, obligations, or causes of action referred to in this Agreement. Further, the Parties recognize that this matter is solely unique to the circumstances arising from any potential claims pursuant to the Bert J. Harris Act and/or Division 17 of the City of Coral Gables Zoning Code, and Owners may not assign, transfer, convey, or otherwise dispose of their obligations under this Agreement.
9. The Parties declare and represent that they were not induced to enter into this Agreement by any representations respecting the nature and extent of any damages, legal liability, or financial responsibility made by any Party or their representatives.
10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. The Parties acknowledge that this Agreement constitutes the entire Agreement entered into by the Parties. The Parties further acknowledge that they have read it and understand it; that the terms and conditions of this Agreement were arrived at in arm's-length negotiations between the Parties with all Parties provided the opportunity to seek the advice of legal counsel; that each Party's legal counsel did or could have reviewed this Agreement; and that each of the Parties have given due and full consideration to the legal position of the other in regard to the provisions contained herein.

12. This Agreement sets forth the entire Agreement and understanding among the Parties relating in any way to the subject matter contained herein and merges all prior discussions between Owners and the City. This Agreement may be amended or modified by written instrument signed by both Parties.
13. As established in Section 3-1706 of the Coral Gables Zoning Code, this Agreement shall not become effective until the Agreement is executed by the City Manager, ratified by the City Commission, and executed by an authorized representative of the Owners.
14. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as FedEx) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City: City Mayor  
Office of the Mayor  
405 Biltmore Way, Second Floor  
Coral Gables, Florida 33134

With Copies to: City Manager  
405 Biltmore Way, First Floor  
Coral Gables, Florida 33134

If to the Owners: Mundomed S.A. c/o Espino Law  
Monica Espino, Esq.  
2250 SW 3<sup>rd</sup> Avenue, 4<sup>th</sup> Floor  
Miami, Florida 33129

South High Cliff Corp.  
Susana Restrepo  
799 Crandon Boulevard, Apt. 1204  
Key Biscayne, Florida 33149

With Copies to: Mario Garcia-Serra, Esq.  
Gunster, Yoakley & Stewart  
600 Brickell Avenue, Suite 3500  
Miami, Florida 33131

15. This Agreement shall be construed, enforced, and interpreted in accordance with the laws of the State of Florida. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if crafted jointly by each of the Parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of the Agreement. The Parties jointly conclude that, should this Agreement be challenged by any of the

Parties, venue to bring such challenges shall be proper in Miami-Dade County, Florida.

16. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by either of the Parties to be sued by third parties in any manner arising out of this Agreement, or other obligations, whether known or unknown to the Parties.
17. For breach of any provision of this Agreement, the Parties shall provide notice, a reasonable time to cure, and will have such remedies and rights as are available at law or in equity.
18. The waiver by any Party of a breach of any provision of this Agreement by any other Party shall not operate or be interpreted as a waiver of any later breach of that provision or any other provision.
19. The Parties agree that if any provision of this Agreement is held to be invalid, illegal or unenforceable, either legislatively or judicially, that provision will be severed from the Agreement and the remainder of this Agreement shall not be effected thereby and will continue to be valid and enforceable to the fullest extent permitted by law, unless such determination of invalidity shall deprive any party of the substantial benefit of this bargain.
20. The term Owners shall include the Owners, their heirs, successors, and assigns.

WHEREFORE, on the effective date as established in paragraph 13 and Section 3-1706 of the Zoning Code, the Parties and signatories hereto acknowledge this Agreement and represent and warrant their authority to enter into this Agreement and do so jointly and severally for all purposes specified.

*[Signature pages to follow]*

The City's execution of this Dispute Resolution Agreement is subject to Ratification by the City Commission pursuant to Section 3-1705(D) of the City of Coral Gables Zoning Code.

CITY

ATTEST:

*Walter Foeman*

By:

Walter Foeman  
City Clerk

CITY OF CORAL GABLES

By:

*Cathy Swanson-Rivenbark*

Cathy Swanson-Rivenbark  
City Manager

Dated 2 day of MAY, 2017

*5/2/17*

Approved for form and legal sufficiency:

By:

*Craig Leen*

Craig Leen  
City Attorney



OWNERS

MUNDOMED S.A.

WITNESS:

MundoMed S.A.

*Demetrio Lalois #1375-4065*

Signature

*Demetrio Lalois*

Print Name

By:

*Jaime Bertrudez M.*

Name:

JAI ME BERTRUDEZ M.

Title:

GERENTE

Dated 27 day of MARCH, 2017

*LUZ MARIA MERCEDES 026 0006911-2*

Signature

*LUZ MARIA MERCEDES*

Print Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

*yo, Dr. Arubal R. Caraballo Guillermo  
Cedula # 026-0021783-6, notario  
# 5377, Corchucos y daf. Que esa es la  
fuerza del Señor Jaime Bertrudez Mercedes  
Veintisiete (27) de marzo del 2017.  
La Romana, Rep. Dom.*

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Notary Public, State of Florida

Print Name:



*Arubal R. Caraballo Guillermo  
Abogado Notario Publico*

**SOUTH HIGH CLIFF CORP.**

WITNESS:

[Signature]  
Signature  
MILLO POZO  
Print Name

[Signature]  
Signature  
JOSE MIGUEL PAZ  
Print Name

South High Cliff Corp.

By: [Signature]  
Name: Maria Jose Restrepo  
Title: Secretary  
Dated 26 day of March 2017

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 26 day of April, 2017, by MARIA JOSE RESTREPO as Secretary, who is personally known to me or produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

[Signature]  
Notary Public, State of Florida  
Print Name: Ada Valdes





# City of Coral Gables Notice of Public Hearing

<b>Applicant:</b>	Javier E. Fernandez, Esq. on behalf of RC Acquisitions, LLC and P&J Enterprise Holdings, LLC
<b>Application:</b>	<ol style="list-style-type: none"> <li>1. Comprehensive Plan Map Amendment</li> <li>2. Zoning Map Amendment</li> <li>3. Abandonment and Vacation of an Alley</li> <li>4. Receipt of Transfer of Development Rights (TDRs)</li> <li>5. Mixed-Use Site Plan and Encroachment Review</li> <li>6. Tentative Plat</li> </ol>
<b>Property:</b>	3000 Ponce de Leon Blvd, 216 & 224 Catalonia Ave, 203 University Dr, and 225 Malaga Ave
<b>Public Hearing - Date/Time/ Location:</b>	<p><b>Planning &amp; Zoning Board</b> Wednesday, December 13, 2023, 6:00 p.m.</p> <p>City Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida, 33134 e-comments: <a href="http://www.CoralGables.GranicusIdeas.com/meetings">www.CoralGables.GranicusIdeas.com/meetings</a></p>

PUBLIC NOTICE is hereby given that the City of Coral Gables, Florida, Planning & Zoning Board will conduct a Public Hearing on **Wednesday, December 13, 2023**.

An application has been submitted by Javier E. Fernandez, Esq. on behalf of RC Acquisitions, LLC and P&J Enterprise Holdings, Inc. (the "Applicant"), requesting for the review of a proposed mixed-use building to be located fronting Ponce de Leon Boulevard, Catalonia Avenue, University Drive, and Malaga Avenue. The project, referred to as "Ponce Park Residences," includes 57 residential units, ground floor and mezzanine level commercial uses of approximately 20,142 square feet, and 204 parking spaces below-grade. The proposed building is 115'-8" feet to the roof deck, with a 20' pool cabana.

The requests require three public hearings, including review and recommendation by the Planning and Zoning Board, and 1<sup>st</sup> and 2<sup>nd</sup> Reading before the City Commission.

1. **Change of Land Use.** An Ordinance of the City Commission of Coral Gables, Florida amending the Future Land Use Map of the City of Coral Gables Comprehensive Plan pursuant to Zoning Code Article 14, "Process," Section 14-213, "Comprehensive Plan Text and Map Amendments," and Small Scale amendment procedures (ss. 163.3187, Florida Statutes), from "Commercial Low-Rise Intensity" to "Commercial High-Rise Intensity" for Lots 8 through 21, less the West ½ of lot 8, Block 29, Crafts Section, together with that portion of the 20-foot platted alley lying east of Lots 11 and 19, of said Block 29, (3000 Ponce de Leon Blvd, 216 & 224 Catalonia, 203 University Dr, and 225 Malaga), Coral Gables, Florida; providing for a repealer provision, severability clause, and providing for an effective date. (LEGAL DESCRIPTION ON FILE) (LPA review)
2. **Change of Zoning.** An Ordinance of the City Commission of Coral Gables, Florida making zoning district boundary changes pursuant to Zoning Code Article 14, "Process," Section 14-212, "Zoning Code Text and Map Amendments," for Lots 8 through 21, less the West ½ of lot 8, Block 29, Crafts Section from Mixed-Use 1 (MX1) District to Mixed-Use 3 (MX3) District (3000 Ponce de Leon Blvd, 216 & 224 Catalonia, 203 University Dr, and 225 Malaga); providing for a repealer provision, severability clause, and providing for an effective date. (LEGAL DESCRIPTION ON



FILE)

3. **Alley Vacation.** An Ordinance of the City Commission of Coral Gables, Florida, approving the vacation of a public alleyway pursuant to Zoning Code Article 14, "Process," Section 14-211, "Abandonment and Vacations" and City Code Chapter 62, Article 8, "Vacation, Abandonment and Closure of Streets, Easements and Alleys by Private Owners and the City; Application Process," providing for the vacation of the twenty (20) foot wide alley which is approximately one hundred and fifty-five (155) feet in length lying between Lots 12 thru 18 and Lots 11 and 19 in Block 29, Crafts Section (3000 Ponce de Leon Blvd, 216 & 224 Catalonia, 203 University Dr, and 225 Malaga), Coral Gables, Florida; providing for a repealer provision, severability clause, and providing for an effective date. (LEGAL DESCRIPTION ON FILE)
4. **Transfer of Development Rights.** 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 "Ponce Park Residences" on the property legally described as Lots 8 through 21, less the West ½ of lot 8, Block 29, Crafts Section, together with that portion of the 20-foot platted alley lying east of Lots 11 and 19, of said Block 29; (3000 Ponce de Leon Blvd, 216 & 224 Catalonia, 203 University Dr, and 225 Malaga), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and providing for an effective date. (LEGAL DESCRIPTION ON FILE)
5. **Conditional Use for Mixed-Use and Encroachment.** A Resolution of the City Commission of Coral Gables, Florida approving Mixed-Use Site Plan and Encroachment review pursuant to Zoning Code Article 14, "Process" Section 14-203, "Conditional Uses," for a proposed Mixed-Use project referred to as "Ponce Park Residences" on the property legally described as Lots 8 through 21, less the West ½ of lot 8, Block 29, Crafts Section, together with that portion of the 20-foot platted alley lying east of Lots 11 and 19, of said Block 29; (3000 Ponce de Leon Blvd, 216 & 224 Catalonia, 203 University Dr, and 225 Malaga), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and providing for an effective date. (LEGAL DESCRIPTION ON FILE)
6. **Tentative Plat.** A Resolution of the City Commission of Coral Gables, Florida approving the Tentative Plat entitled "Ponce Park Residences" pursuant to Zoning Code Article 14, "Process," Section 14-210, "Platting/Subdivision," being a re-plat of 42,543 square feet (0.977 acres) into a single tract of land on the property legally described as Lots 8 through 21, less the West ½ of lot 8, Block 29, Crafts Section, together with that portion of the 20-foot platted alley lying east of Lots 11 and 19, of said Block 29, together with a 1,318 square feet portion of University Drive that runs north of the Malaga Avenue right-of-way and west of the Ponce de Leon Boulevard right-of-way and dedication of 1,725 square feet; (3000 Ponce de Leon Blvd, 216 & 224 Catalonia, 203 University Dr, and 225 Malaga), Coral Gables, Florida; including required conditions; providing for a repealer provision, severability clause, and providing for an effective date. (LEGAL DESCRIPTION ON FILE)

Additional information may be found at [www.coralgables.com](http://www.coralgables.com). Please forward to other interested parties.

The meeting will also be via Zoom at [www.zoom.us/j/83788709513](https://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 comment on an item on the agenda by sending an email to [planning@coralgables.com](mailto:planning@coralgables.com) prior to the meeting.

Sincerely,

City of Coral Gables, Florida



rdr miami | public hearing notification services

certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting  
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

December 1, 2023

City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134

**Re: Property owners within 1,500 feet of:**

**SUBJECT:** 3000 Ponce de Leon Boulevard, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7170

**SUBJECT:** 216 Catalonia Avenue, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7160

**SUBJECT:** 224 Catalonia Avenue, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7140

**SUBJECT:** 203 University Drive, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7230

**FOLIO NUMBER:** 03-4117-005-7180

**SUBJECT:** 225 Malaga Avenue, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7250

I affirm that **1,223 notices, including 1 international** were mailed on 12/1/2023.

Sincerely,

---

Diana B. Rio



City of Coral Gables
Development Services Department

Affidavit Attesting to Public Notice of Zoning Application

Property Owner or Authorized Representative: Diana Rio

Property Address and Folio Number(s):

SUBJECT: 3000 Ponce de Leon Boulevard, Coral Gables, FL 33134

FOLIO NUMBER: 03-4117-005-7170

SUBJECT: 216 Catalonia Avenue, Coral Gables, FL 33134

FOLIO NUMBER: 03-4117-005-7160

SUBJECT: 224 Catalonia Avenue, Coral Gables, FL 33134

FOLIO NUMBER: 03-4117-005-7140

SUBJECT: 203 University Drive, Coral Gables, FL 33134

FOLIO NUMBER: 03-4117-005-7230

FOLIO NUMBER: 03-4117-005-7180

SUBJECT: 225 Malaga Avenue, Coral Gables, FL 33134

FOLIO NUMBER: 03-4117-005-7250

I, as property owner or Authorized Representative of the above described property attest that on (date) 12/1/2023, I sent by U.S. Mail to each person on the list of names and addresses attached a true copy of the attached notice letter. I further attest that I have complied with the requirements of Resolution No. 2020-245 and Resolution No. 2020-265 (requiring additional notice to Miami-Dade County Public Schools "MDCPS") as indicated below:

\_\_\_ This application required notice to be sent to MDCPS and I have complied with the additional notice requirements in Resolutions No. 2020-245 and 2020-265.

\_\_X\_\_ This application did not require notice to be sent to MDCPS.

I HEREBY CERTIFY that all information contained in this Affidavit is true and accurate. Under penalty of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. Further, I acknowledge that I am subject to the City's False Claims Ordinance (Ch. 39, City of Coral Gables Code).

Affiant's Printed Name: Diana Rio

Affiant's Signature: [Signature] Date: 12/1/2023

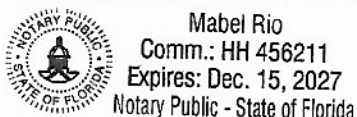
Notary Public Affirmation

SWORN AND SUBSCRIBED before me, this 1st day of December, 20 23, personally appeared Diana Rio, being personally known to me or having produced as identification, and who being fully sworn and cautioned, states that the foregoing is true and correct to the best of his/her knowledge and belief.

Signature of Notary: [Signature]

Print Name: Mabel Rio

Notary Public Stamp:



My Commission Expires: 12-15-27.



rdr miami | public hearing notification services

certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting  
rdmiami.com | diana@rdmiami.com | 305.498.1614

October 10, 2023

City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134

**Re: Property owners within 1,500 feet of:**

**SUBJECT:** 3000 Ponce de Leon Boulevard, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7170

**SUBJECT:** 216 Catalonia Avenue, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7160

**SUBJECT:** 224 Catalonia Avenue, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7140

**SUBJECT:** 203 University Drive, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7230

**FOLIO NUMBER:** 03-4117-005-7180

**SUBJECT:** 225 Malaga Avenue, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7250

This is to certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and property owners within 1,000 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the most current records on file in the Miami-Dade County Property Appraisers' Office.

Per Section 15-102: Should the radius extend beyond the City limits, notice shall be mailed outside of the City limits only to addresses that are known by reference to the latest ad valorem tax record that are within a five hundred (500) foot radius of the property that is the subject of the application.

The MDCPS Office of the Superintendent, the Principal of the MDCPS physically located within the notice area, the District 6 School Board Member, the School Board Chair and Vice Chair have been added to the list and mailing labels as per City of Coral Gables Res. 2020-245, if applicable.

Per Ordinance 2023-02, Section 15-102: All required mail notice will be sent to the property address and the mailing address per the Miami-Dade County Property Appraisers website. If the address is the same for both, then only one notice must be sent.

Sincerely,

Diana B. Rio

Total number of property owners without repetition: **1,223, including 1 international\* \*\***

*\*No MDCPS physically located within the notice area.*

*\*\*No properties outside of the City of Coral Gables boundaries were found within a 500' radius.*

*Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.*



City of Coral Gables
Development Services Department

Affidavit Attesting to Public Notice of Zoning Application

Property Owner or Authorized Representative: Diana Rio

Property Address and Folio Number(s):

SUBJECT: 3000 Ponce de Leon Boulevard, Coral Gables, FL 33134

FOLIO NUMBER: 03-4117-005-7170

SUBJECT: 216 Catalonia Avenue, Coral Gables, FL 33134

FOLIO NUMBER: 03-4117-005-7160

SUBJECT: 224 Catalonia Avenue, Coral Gables, FL 33134

FOLIO NUMBER: 03-4117-005-7140

SUBJECT: 203 University Drive, Coral Gables, FL 33134

FOLIO NUMBER: 03-4117-005-7230

FOLIO NUMBER: 03-4117-005-7180

SUBJECT: 225 Malaga Avenue, Coral Gables, FL 33134

FOLIO NUMBER: 03-4117-005-7250

I, as property owner or Authorized Representative of the above described property attest that on (date) N/A, I sent by U.S. Mail to each person on the list of names and addresses attached a true copy of the attached notice letter. I further attest that I have complied with the requirements of Resolution No. 2020-245 and Resolution No. 2020-265 (requiring additional notice to Miami-Dade County Public Schools "MDCPS") as indicated below:

This application required notice to be sent to MDCPS and I have complied with the additional notice requirements in Resolutions No. 2020-245 and 2020-265.

X This application did not require notice to be sent to MDCPS.

I HEREBY CERTIFY that all information contained in this Affidavit is true and accurate. Under penalty of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. Further, I acknowledge that I am subject to the City's False Claims Ordinance (Ch. 39, City of Coral Gables Code).

Affiant's Printed Name: Diana Rio

Affiant's Signature: [Signature] Date: 10/10/2023

Notary Public Affirmation

SWORN AND SUBSCRIBED before me, this 10th day of October, 2023, personally appeared Diana Rio, being personally known to me or having produced as identification, and who being fully sworn and cautioned, states that the foregoing is true and correct to the best of his/her knowledge and belief.

Signature of Notary: [Signature]

Print Name: Mabel Rio

Notary Public Stamp:



Mabel Rio
Comm. # GG939791
Expires: Dec. 15, 2023
Bonded Thru Aaron Notary

My Commission Expires: 12-15-2023



Javier E. Fernández, Esq.  
Phone: (305) 761-2274  
E-mail: [jfernandez@smgqlaw.com](mailto:jfernandez@smgqlaw.com)

October 12, 2023

**INVITATION TO PUBLIC INFORMATION MEETING**

**RE: PONCE PARK RESIDENCES PROJECT  
3000 PONCE DE LEON BOULEVARD**

Dear Neighbor:

On behalf of RC Acquisitions LLC, KP Ponce Park LLC, and P & J Enterprise Holdings LLC (collectively, the “**Applicants**”), I would like to extend to you an invitation to an informational meeting regarding the Ponce Park Residences Project at which the project team will make a short presentation and address your questions regarding their proposed condominium project to be constructed at 3000 Ponce de Leon Boulevard. The meeting will take place on the date, time and location indicated below:

Date: Tuesday, October 24, 2023, at 6:00 P.M.

Location: 121 Alhambra Plaza, PH2  
Coral Gables, FL 33134

We look forward to meeting with you.

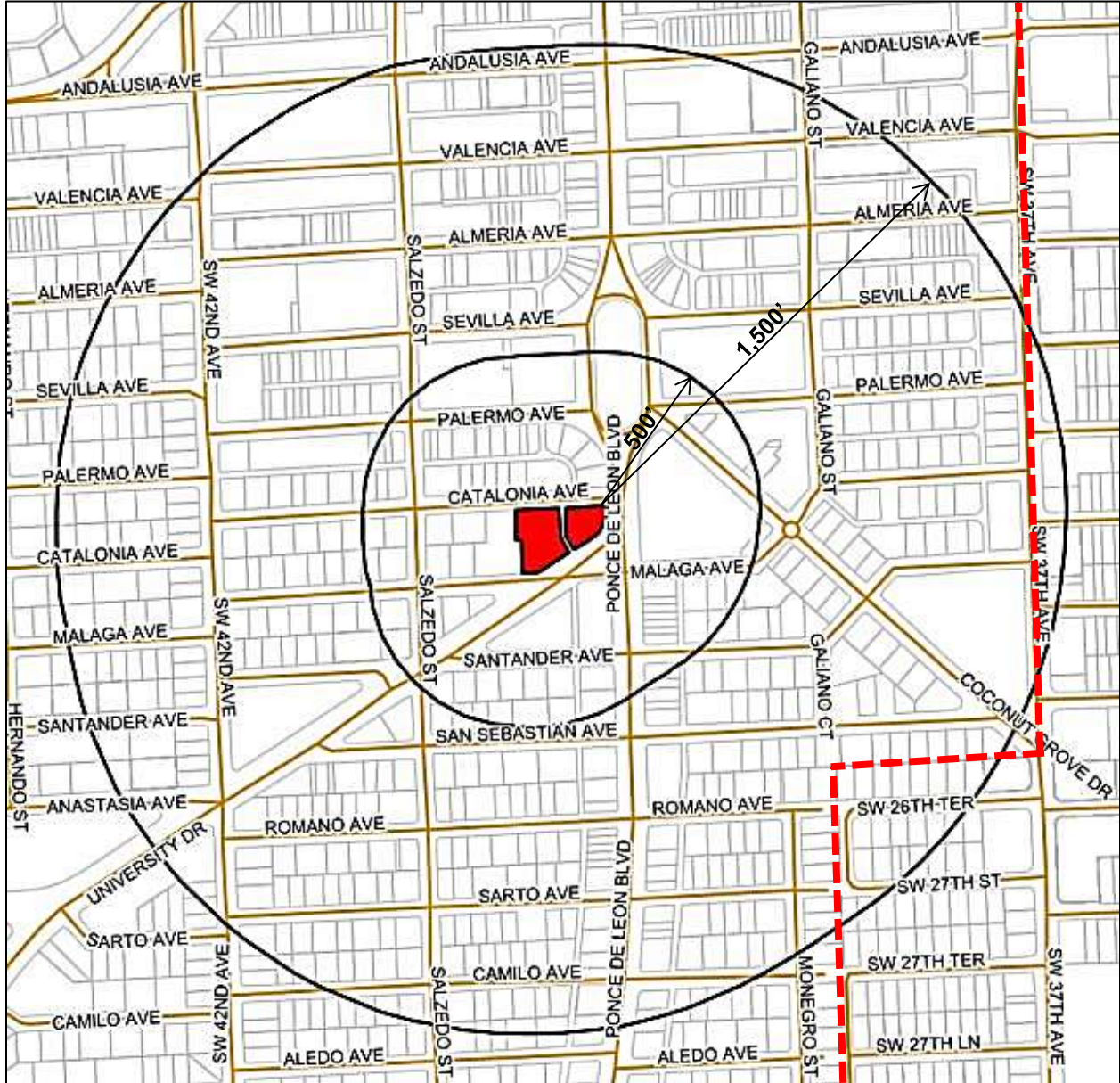
Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line.

Javier E. Fernández



### 1,500' RADIUS MAP (N.T.S.)



**SUBJECT:** 3000 Ponce de Leon Boulevard, Coral Gables, FL 33134  
**FOLIO NUMBER:** 03-4117-005-7170

**SUBJECT:** 216 Catalonia Avenue, Coral Gables, FL 33134  
**FOLIO NUMBER:** 03-4117-005-7160

**SUBJECT:** 224 Catalonia Avenue, Coral Gables, FL 33134  
**FOLIO NUMBER:** 03-4117-005-7140

**SUBJECT:** 203 University Drive, Coral Gables, FL 33134  
**FOLIO NUMBER:** 03-4117-005-7230

**FOLIO NUMBER:** 03-4117-005-7180

**SUBJECT:** 225 Malaga Avenue, Coral Gables, FL 33134

**FOLIO NUMBER:** 03-4117-005-7250

**LEGEND:**

CITY OF CORAL GABLES BOUNDARY 

MDCPS 





December 7, 2023

*Via On-Line Submittal*

Ms. Jennifer Garcia, AICP, CNU-A  
City Planner  
Planning & Zoning Division  
Development Services Department  
City of Coral Gables  
427 Biltmore Way  
Coral Gables, FL 33134

**Re: Ponce Park Residences – 3000 Ponce de Leon Boulevard, et. al. - Neighborhood Meeting Summary – October 24, 2023**

Dear Ms. Garcia:

On October 24, 2023, a neighborhood information meeting was held at 121 Alhambra Plaza to share information with the public about the above-caption project. Approximately 15 community members attended the meeting and were received by representatives of the applicant, the project architect and the undersigned counsel.

Attendees were generally familiar with the prior versions of the project. All reacted very positively to the new design and complemented the architecture. Neighbors were pleased to see a design that is more consistent with the traditional Coral Gables Mediterranean architectural style, featured a very elaborate and well-designed paseo and colonnade, and well-designed public improvements that retained the slip lane on University Drive consistent with the community's expressed preferences.

When discussing possible public contributions or benefits, neighbors expressed an interest in the following possible improvements: (i) improvements or a contribution to the planned improvements to Ponce Circle Park, including the possible construction of a bandshell in the park; (ii) construction of a possible dog park south of University Drive; and (iii) replication of the improvement made by the Plaza south of University Drive along the west side of Ponce de Leon Boulevard from Malaga Avenue to San Sebastian Avenue.

We believe this provides a fair summary of the evening's proceedings and feedback received from neighbors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Javier E. Fernández', with a large, stylized flourish at the end.

Javier E. Fernández, Esq.  
For the Firm







