

# CITY OF CORAL GABLES

## --MEMORANDUM--



*The City Beautiful*

**TO:** Honorable Mayor and Members of the City Commission  
**FROM:** Craig E. Leen, City Attorney   
**DATE:** November 10, 2015  
**SUBJECT:** Dispute Resolution Agreement

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As you will recall, the City of Coral Gables previously entered into a Dispute Resolution Agreement with PalmCorp Development Group, LLC, in order to protect the beautiful specimen oak trees comprising Sherman's Oak. At the most recent City Commission meeting, the Commission directed the City to enter into discussions with PalmCorp regarding the potential purchase of the lot containing Sherman's Oak. The Commission selected Commissioner Vince Lago to participate in the discussions along with the City Manager and the City Attorney, and then bring the matter back to the Commission for its decision. The discussions resulted in the City having the opportunity to purchase the two lots that contain Sherman's Oak and its entire tree protection zone. The total price for the two lots would be \$800,000 in cash and a combination of City impact and permit fee credits and reimbursements not to exceed \$100,000. Additional details will be provided at the City Commission meeting. The purchase of these lots would be consistent with the City Commission's objective to purchase land for parks, and would allow Sherman's Oak to be owned by the City for the benefit of the public for years to come.

**Craig E. Leen, City Attorney**  
*Board Certified by the Florida Bar in  
City, County and Local Government Law*  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134  
Phone: (305) 460-5218  
Fax: (305) 460-5264  
Email: [cleen@coralgables.com](mailto:cleen@coralgables.com)



CORAL GABLES  
THE CITY BEAUTIFUL

*Celebrating 90 years of a dream realized.*



CFN 2015R0011952  
DR #: 25456 Pgs: 4790 - 4808 (19pgs)  
RECORDED 01/06/2015 10:42:07  
HARVEY RUBIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

### DOCUMENT COVER PAGE

For those documents not providing the required space on the first page, this cover page must be attached.

It must describe the document in sufficient detail to prohibit its transference to another document.

An additional recording fee for this page must be remitted.

(Space above this line reserved for recording office use)

**Document Title:** Dispute Resolution Agreement  
(Mortgage, Deed, Construction Lien, Etc.)

**Executing Party:** City of Coral Gables  
Palmcorp Development Group, LLC

**Legal Description:** Lots 13, 14 and 15, Block 59, Coral Gables Granada  
(If Applicable) Section PB/PG 8-113  
As more fully described in above described document.

**Return Document To / Prepared By:**  
Melissa Tapanes Llahues/Bercow Radell & Fernandez  
200 S. Biscayne Boulevard, Suite 850  
Miami, FL 33131



## DISPUTE RESOLUTION AGREEMENT

This Dispute Resolution Agreement (hereinafter, the "Agreement"), is made and entered into by and between PALMCORP DEVELOPMENT GROUP, LLC, a Florida limited liability corporation, (hereinafter "PalmCorp") and the CITY OF CORAL GABLES, a Florida municipality (hereinafter the "City") (collectively, the "Parties").

### WITNESSTH:

**WHEREAS**, PalmCorp is the owner of certain real property located at 1011 and 1015 Lisbon Street, Coral Gables, Florida 33134, identified by Miami-Dade County Property Tax Folio Identification No. 03-4107-018-6280, legally described as follows:

LOTS 13, 14 and 15 in Block 59 of CORAL GABLES GRANADA SECTION, according to the plat thereof recorded at Plat Book 8, Page 113, in the Public Records of Miami-Dade County, Florida (collectively, hereinafter the "Property"); and

**WHEREAS**, the City of Coral Gables Zoning Code defines a "specimen tree" as a tree with any individual trunk which has a diameter at breast height ("DBH") of eighteen (18) inches or greater, with certain limitations;

**WHEREAS**, Lot 15 of the Property contains three (3) specimen sized live oak trees, known as Sherman's Oak (hereinafter the "Sherman's Oak"), with heights of approximately fifty (50) feet and a spread of fifty (50) feet to sixty (60) feet; and

**WHEREAS**, the Property is the subject of two (2) City of Coral Gables Building Site Determinations, No. ZB-13-05-0548, recorded at Official Record Book 28808, Pages 2190 through 2193 of the Public Records of Miami-Dade County, Florida; and

**WHEREAS**, Building Site Determination No. ZB-13-05-0548 allows the development of one (1) single family residence on Lots 13 and 14 and one (1) single family residence on Lot 15; and

**WHEREAS**, PalmCorp filed applications for demolition, tree removal and relocation, and plans for the Property; and

**WHEREAS**, the City, through its Public Services Department and Board of Architects, approved PalmCorp's applications for demolition, tree removal and relocation, and plans for the Property; and

**WHEREAS**, the owner of the real property located at 1019 Lisbon Street, Coral Gables, Florida, 33134, appealed the Board of Architects June 26, 2014 approval of the proposed plans for 1015 Lisbon Street; and



**WHEREAS**, the owner of the real property located at 1019 Lisbon Street appealed Tree Permit Nos. PS14063137 and PS14072101 for the Property, in addition to appealing the Board of Architect's approval of the final design plans for 1015 Lisbon Street (hereinafter the "Consolidated Appeals"); and

**WHEREAS**, the Consolidated Appeals were considered by the Coral Gables City Commission (hereinafter, the "City Commission") on October 28, 2014, pursuant to Section 3-608(B) of the City of Coral Gables Zoning Code; and

**WHEREAS**, Arborist Jeff Shimonski testified as an expert witness before the City Commission on behalf of the owner of the real property located at 1019 Lisbon Street; 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 owner; (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 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 the reasonable, investment-backed expectations for the use of the subject property; and

**WHEREAS**, PalmCorp alleges that the City's approval of the Consolidated Appeals would disproportionately and inordinately burden PalmCorp's 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**, PalmCorp has agreed as part of the settlement to bear the full burden of preserving and protecting Sherman's Oak, and to provide a tree protection zone ("TPZ") and other protections as stated herein, 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 this section;

**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 October 28, 2014, the Parties presented a preliminary agreement to the City Commission; and

**WHEREAS**, on November 10, 2014, PalmCorp and the owner of 1019 Lisbon Street met on-site to discuss the terms of this Agreement; and

**WHEREAS**, on November 14, 2014, the Parties met to discuss the terms of this Agreement; and

**WHEREAS**, on November 18, 2014, the City Commission reviewed and approved this Agreement in this substantial form, after public hearing, pursuant to Section 3-1705 of the City 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 enter into this Agreement to completely settle and dispose 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; and



actually asserted by PalmCorp, 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 PalmCorp's 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, or 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 are 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. The City hereby approves one (1) Building Site Determination for each of the three (3) Lots, which will allow PalmCorp to secure a building permit to construct a total of three (3) single family residences on the Property, specifically, one (1) single family residence per Lot 13, 14 and 15, respectively. These Building Site Determination approvals shall be formally issued within a reasonable time pursuant to this settlement agreement, as Lots 13 and 14 would have been one building site, but are now permitted to be separate building sites as part of this settlement in order to mitigate the burden that PalmCorp is accepting in the settlement to protect and preserve Sherman's Oak, which is of significant public benefit.
4. The City hereby approves the following variances to be interpreted and applied in conformance with the proposed plans affixed hereto as Exhibit A:
  - A. Lot 13:
    1. 2'-10" (pool deck) and 4'-10" (water's edge) rear setback variance where a 5'-00" (pool deck) and 10'-0" (water's edge) rear setback is required, but only 2'-2" (pool deck) and 5'-2" (water's edge) are provided.
  - B. Lot 14:
    1. 3'-8" side setback variance for an air conditioning and pool equipment pad where a 5'-0" side setback is required, but only 1'-4" are provided; and
    2. 2'-10" (pool deck) and 4'-10" (water's edge) rear setback variance where a 5'-00" (pool deck) and 10'-0" (water's edge) rear setback is required, but only 2'-2" (pool deck) and 5'-2" (water's edge) are provided.



C. Lot 15:

1. 3'-8" side setback variance for an air conditioning pad where a 5'-0" side setback is required, but only 1'-4" are provided.
5. The City hereby approves, and PalmCorp shall implement, a twenty-five (25) foot TPZ radius surrounding Sherman's Oak.
6. PalmCorp shall retain Arborist Jeff Shimonski, at his standard rate, to collaborate with its development team, City administration and the owners of 1019 Lisbon Street, to reasonably ensure compliance with this Agreement, pre-construction, during construction and following construction, consistent with an amended Work Plan to be approved by the City.
7. The TPZ shall adhere to ANSI A300 Standards, except as otherwise approved by Arborist Jeff Shimonski.
8. Arborist Jeff Shimonski will collaborate with Jeremy Chancy, PalmCorp's Arborist, to implement the Work Plan.
9. PalmCorp shall not prune any live branches or limbs greater than four (4) inches in diameter from the specimen trees.
10. PalmCorp shall locate the concrete and construction clean-out area at least ten (10) feet from the TPZ.
11. PalmCorp shall erect a four (4) foot concrete masonry wall at the rear property line on Lots 13 and 14 and plant a landscape buffer as depicted in Exhibit "A". The wall shall have a design feature, such as a pier or column, indicating the property line in an aesthetically appropriate manner.
12. The City, through its Public Services Department, shall approve an amended tree permit application and Work Plan consistent with the Tree Disposition Plan and Landscape Plan depicted in Exhibit "A" to allow for the implementation of this Agreement as well as the proposed landscape plans and tree disposition plans, including but not limited to, PalmCorp's mitigation for the removal of Tree No. 29 on Lot 15 (African Tulip) and Tree No. 7 on Lot 13 (Live Oak).
13. The City hereby waives Public Works Department review and approval of the ten (10) foot driveway approach on Lot 15. The proposed ten (10) foot driveway complies with the City of Coral Gables Zoning Code.
14. The City shall expedite and support the proposed plans consistent with the terms herein, inclusive of the Site Plan, Landscape Plan, and Tree Disposition Plan, attached hereto as Exhibit "A", through the Board of Architects, Building Department, Public Services Department, Development Services Department, and all other reviewing agencies. The Exhibits do not include architectural drawings, which



must be submitted for review and determination by the Board of Architects. The Board of Architects' authority is limited to design matters, and not to review of the terms of this settlement agreement or the development rights granted herein. This provision does not preclude the City from providing comments and exercising its regulatory authority consistent with this agreement, the Zoning Code, and other applicable law.

15. The City shall waive any further architectural review fees as to the three lots. The City will waive resubmittal fees as to Lots 14 and 15. PalmCorp will pay any remaining impact or building permit fees for the three lots at the required time. To the extent not described in this Agreement, the Parties shall bear their own costs, expert witness fees, attorneys' fees, and other expenses.
16. 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.
17. As required by section 3-1703(E) of the Zoning Code, PalmCorp hereby releases 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 other matter regarding the subject matter of this Agreement, whether actually asserted by PalmCorp, or as may have been asserted, and whether known or unknown.
18. 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 PalmCorp shall not assign, transfer, convey, or otherwise dispose of their obligations under this Agreement.
19. 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.
20. 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.
21. 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.

22. This Agreement sets forth the entire Agreement and understanding between the Parties relating in any way to the subject matter contained herein and merges all prior discussions between PalmCorp and the City. This Agreement may be amended or modified by written instrument signed by both Parties.
23. As established in section 3-1706 of the 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 PalmCorp.
24. 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 Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelop 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

                                  City Attorney  
                                  City Attorney's Office  
                                  405 Biltmore Way, Second Floor  
                                  Coral Gables, Florida 33134

If to PalmCorp:        PalmCorp Development Group, LLC  
                                  Attn: Gus DeRibeaux, Esq.  
                                  4904 SW 72<sup>nd</sup> Avenue  
                                  Miami, Florida 33155

With copy to:         Melissa Tapanes Llahues, Esq.  
                                  Bercow Radell & Fernandez, P.A.  
                                  200 South Biscayne Boulevard  
                                  Suite 850  
                                  Miami, Florida 33131

25. 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.

26. 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.
27. 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.
28. 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
29. 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.

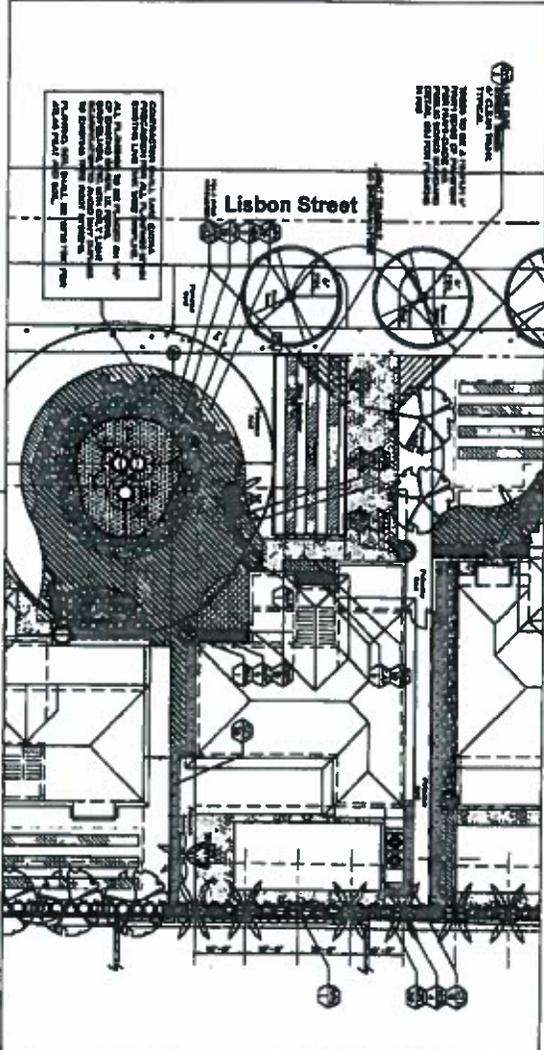
**WHEREFORE**, on the effective date as established in paragraph 23 and section 3-1706 of the Zoning Code, the Parties and signatories hereto acknowledge this Agreement and represent and warrant their authority to enter into this Agreement and do so jointly and severally for all purposes specified.











CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MIAMI LANDSCAPE ARCHITECTURE ORDINANCE. ALL PLANTINGS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF MIAMI LANDSCAPE ARCHITECTURE ORDINANCE. ALL PLANTINGS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF MIAMI LANDSCAPE ARCHITECTURE ORDINANCE.

PLANTLIST

PLANT	QUANTITY	SIZE	LOCATION
1. PALM TREE	1	12" DIA.	FRONT YARD
2. PALM TREE	1	12" DIA.	FRONT YARD
3. PALM TREE	1	12" DIA.	FRONT YARD
4. PALM TREE	1	12" DIA.	FRONT YARD
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14. PALM TREE	1	12" DIA.	FRONT YARD
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16. PALM TREE	1	12" DIA.	FRONT YARD
17. PALM TREE	1	12" DIA.	FRONT YARD
18. PALM TREE	1	12" DIA.	FRONT YARD
19. PALM TREE	1	12" DIA.	FRONT YARD
20. PALM TREE	1	12" DIA.	FRONT YARD



LANDSCAPE PLAN  
LOT-14

A CERTAIN JAMES JOHNSON, PROJECT IS REQUESTING THE CITY OF MIAMI, MIAMI, FLORIDA, TO REVIEW AND APPROVE THE LANDSCAPE ARCHITECTURE PLAN FOR THE PROPERTY LOCATED AT 4904 S.W. 72ND AVENUE, MIAMI, FLORIDA 33155. THE PROJECT IS A CUSTOM RESIDENCE. THE LANDSCAPE ARCHITECTURE PLAN IS ATTACHED TO THIS APPLICATION. THE PROJECT IS A CUSTOM RESIDENCE. THE LANDSCAPE ARCHITECTURE PLAN IS ATTACHED TO THIS APPLICATION.

LISBON ST., CORAL GABLES, FL.

PLANT	QUANTITY	SIZE	LOCATION
1. PALM TREE	1	12" DIA.	FRONT YARD
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7. PALM TREE	1	12" DIA.	FRONT YARD
8. PALM TREE	1	12" DIA.	FRONT YARD
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18. PALM TREE	1	12" DIA.	FRONT YARD
19. PALM TREE	1	12" DIA.	FRONT YARD
20. PALM TREE	1	12" DIA.	FRONT YARD

CUSTOM RESIDENCE

PALM CORP DEVELOPMENT CORP.  
4904 S.W. 72nd Ave.  
MIAMI, FL. 33155

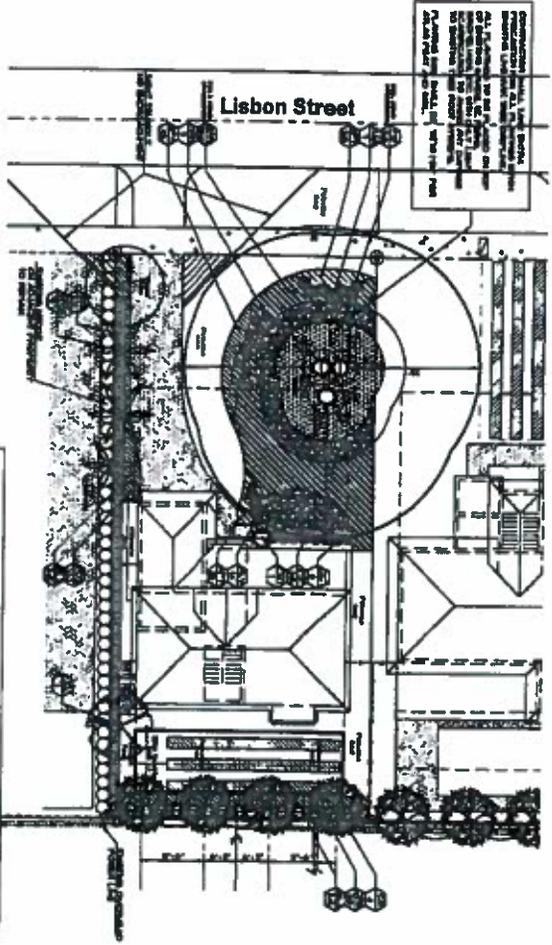


JFS Design Inc.  
LANDSCAPE ARCHITECTURE

LC 000303

www.jfsdesignfl.com  
jfsdesign@jfsdesignfl.com

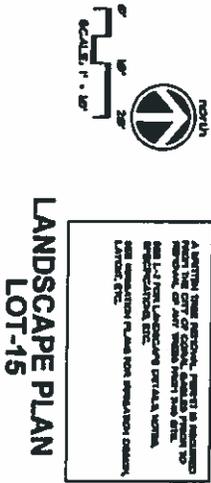
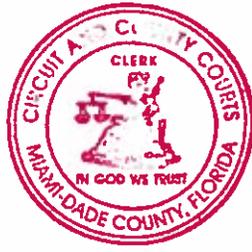
L-1



PROVIDER: JFS DESIGN INC. 1000 SW 72ND AVE. MIAMI, FL 33155  
 DATE: 08/15/2011  
 PROJECT: PALM CORP. DEVELOPMENT CORP. 4904 S.W. 72ND AVE. MIAMI, FL 33155  
 SHEET: L-16 OF 16  
 DRAWN BY: JFS  
 CHECKED BY: JFS

**PLANTLIST**

NO.	SYMBOL	PLANT NAME	QUANTITY	PLANT SIZE	PLANT TYPE
1	(Symbol)	1" CAL. PALM	10	1" CAL.	PALM
2	(Symbol)	2" CAL. PALM	10	2" CAL.	PALM
3	(Symbol)	3" CAL. PALM	10	3" CAL.	PALM
4	(Symbol)	4" CAL. PALM	10	4" CAL.	PALM
5	(Symbol)	5" CAL. PALM	10	5" CAL.	PALM
6	(Symbol)	6" CAL. PALM	10	6" CAL.	PALM
7	(Symbol)	7" CAL. PALM	10	7" CAL.	PALM
8	(Symbol)	8" CAL. PALM	10	8" CAL.	PALM
9	(Symbol)	9" CAL. PALM	10	9" CAL.	PALM
10	(Symbol)	10" CAL. PALM	10	10" CAL.	PALM
11	(Symbol)	11" CAL. PALM	10	11" CAL.	PALM
12	(Symbol)	12" CAL. PALM	10	12" CAL.	PALM
13	(Symbol)	13" CAL. PALM	10	13" CAL.	PALM
14	(Symbol)	14" CAL. PALM	10	14" CAL.	PALM
15	(Symbol)	15" CAL. PALM	10	15" CAL.	PALM
16	(Symbol)	16" CAL. PALM	10	16" CAL.	PALM
17	(Symbol)	17" CAL. PALM	10	17" CAL.	PALM
18	(Symbol)	18" CAL. PALM	10	18" CAL.	PALM
19	(Symbol)	19" CAL. PALM	10	19" CAL.	PALM
20	(Symbol)	20" CAL. PALM	10	20" CAL.	PALM



**LANDSCAPE PLAN**  
LOT-16

ALL PLANTINGS TO BE INSTALLED WITHIN THE SPECIFIED PLANTING AREAS AND TO BE MAINTAINED BY THE HOMEOWNER. THE HOMEOWNER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PLANTINGS. THE HOMEOWNER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PLANTINGS.

**LISBON ST., CORAL GABLES, FL.**

LANDSCAPE LISTED: (see description in addition to the description appearing on this plan.)

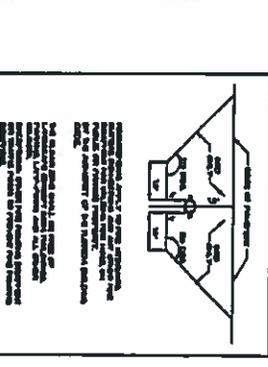
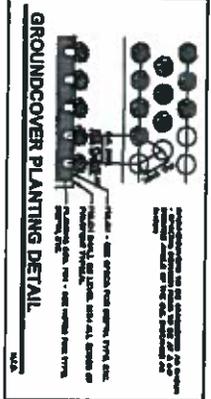
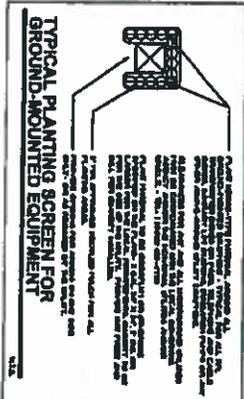
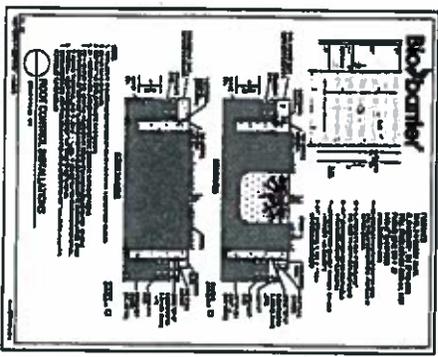
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6	(Symbol)	6" CAL. PALM	10	6" CAL.	PALM
7	(Symbol)	7" CAL. PALM	10	7" CAL.	PALM
8	(Symbol)	8" CAL. PALM	10	8" CAL.	PALM
9	(Symbol)	9" CAL. PALM	10	9" CAL.	PALM
10	(Symbol)	10" CAL. PALM	10	10" CAL.	PALM
11	(Symbol)	11" CAL. PALM	10	11" CAL.	PALM
12	(Symbol)	12" CAL. PALM	10	12" CAL.	PALM
13	(Symbol)	13" CAL. PALM	10	13" CAL.	PALM
14	(Symbol)	14" CAL. PALM	10	14" CAL.	PALM
15	(Symbol)	15" CAL. PALM	10	15" CAL.	PALM
16	(Symbol)	16" CAL. PALM	10	16" CAL.	PALM
17	(Symbol)	17" CAL. PALM	10	17" CAL.	PALM
18	(Symbol)	18" CAL. PALM	10	18" CAL.	PALM
19	(Symbol)	19" CAL. PALM	10	19" CAL.	PALM
20	(Symbol)	20" CAL. PALM	10	20" CAL.	PALM

**CUSTOM RESIDENCE**  
PALM CORP DEVELOPMENT CORP.  
4904 S.W. 72nd Ave.  
MIAMI, FL. 33155



**JFS Design Inc.**  
LANDSCAPE ARCHITECTURE  
LC 000383  
www.jfsdesignfl.com  
jenny@jfsdesign.com

L-1



**LANDSCAPE NOTES**

1. All plant material shall be delivered to the site in good condition and shall be installed in accordance with the specifications and drawings.
2. All plant material shall be installed in accordance with the specifications and drawings.
3. All plant material shall be installed in accordance with the specifications and drawings.
4. All plant material shall be installed in accordance with the specifications and drawings.
5. All plant material shall be installed in accordance with the specifications and drawings.
6. All plant material shall be installed in accordance with the specifications and drawings.
7. All plant material shall be installed in accordance with the specifications and drawings.
8. All plant material shall be installed in accordance with the specifications and drawings.
9. All plant material shall be installed in accordance with the specifications and drawings.
10. All plant material shall be installed in accordance with the specifications and drawings.

**LANDSCAPE DETAILS, SPECIFICATIONS, ETC.**

1. All plant material shall be delivered to the site in good condition and shall be installed in accordance with the specifications and drawings.

2. All plant material shall be installed in accordance with the specifications and drawings.

3. All plant material shall be installed in accordance with the specifications and drawings.

4. All plant material shall be installed in accordance with the specifications and drawings.

5. All plant material shall be installed in accordance with the specifications and drawings.

6. All plant material shall be installed in accordance with the specifications and drawings.

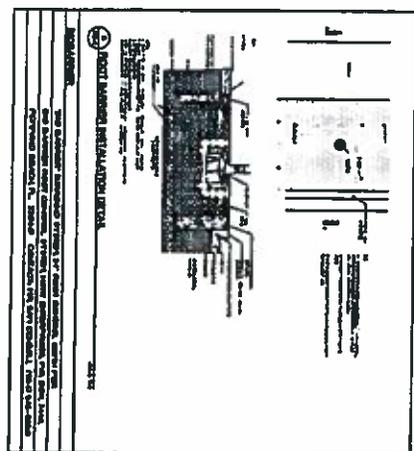
7. All plant material shall be installed in accordance with the specifications and drawings.

8. All plant material shall be installed in accordance with the specifications and drawings.

9. All plant material shall be installed in accordance with the specifications and drawings.

10. All plant material shall be installed in accordance with the specifications and drawings.

A REVIEW OF THIS DRAWING IS REQUIRED BY THE CITY OF MIAMI BEACH FOR THE INSTALLATION OF ANY PLANTING MATERIALS. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MIAMI BEACH.

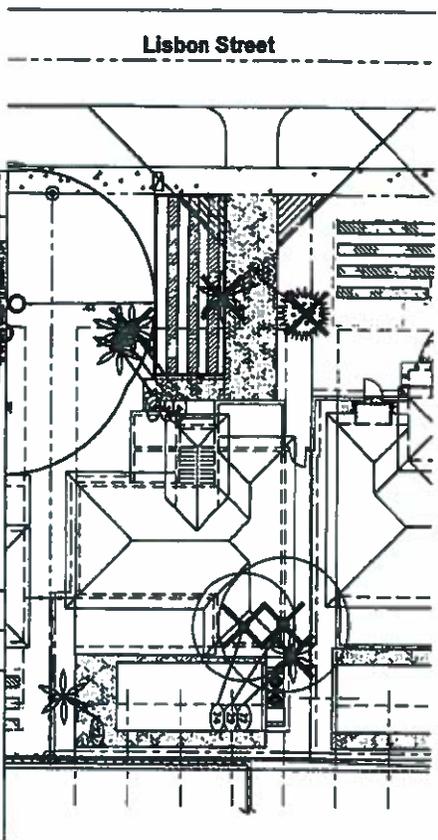


**CUSTOM RESIDENCE**

PALM CORP DEVELOPMENT CORP.  
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MIAMI, FL. 33155

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jfsdesignfl@gmail.com





**TREE CANOPY MITIGATION**

DATE	REVISIONS	BY	DATE
01/15/2011	1	JFS	01/15/2011
01/15/2011	2	JFS	01/15/2011
01/15/2011	3	JFS	01/15/2011
01/15/2011	4	JFS	01/15/2011
01/15/2011	5	JFS	01/15/2011
01/15/2011	6	JFS	01/15/2011
01/15/2011	7	JFS	01/15/2011
01/15/2011	8	JFS	01/15/2011
01/15/2011	9	JFS	01/15/2011
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01/15/2011	23	JFS	01/15/2011
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01/15/2011	25	JFS	01/15/2011
01/15/2011	26	JFS	01/15/2011
01/15/2011	27	JFS	01/15/2011
01/15/2011	28	JFS	01/15/2011
01/15/2011	29	JFS	01/15/2011
01/15/2011	30	JFS	01/15/2011
01/15/2011	31	JFS	01/15/2011
01/15/2011	32	JFS	01/15/2011
01/15/2011	33	JFS	01/15/2011
01/15/2011	34	JFS	01/15/2011
01/15/2011	35	JFS	01/15/2011
01/15/2011	36	JFS	01/15/2011
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01/15/2011	54	JFS	01/15/2011
01/15/2011	55	JFS	01/15/2011
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01/15/2011	58	JFS	01/15/2011
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01/15/2011	75	JFS	01/15/2011
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01/15/2011	78	JFS	01/15/2011
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01/15/2011	95	JFS	01/15/2011
01/15/2011	96	JFS	01/15/2011
01/15/2011	97	JFS	01/15/2011
01/15/2011	98	JFS	01/15/2011
01/15/2011	99	JFS	01/15/2011
01/15/2011	100	JFS	01/15/2011

**NOTES:**

1. SEE SHEET 1-1000 FOR TREE MITIGATION AND TREE REPLACEMENT.
2. THE PROPOSED TREE MITIGATION PLAN IS SUBJECT TO THE APPROVAL OF THE CITY OF MIAMI, FLORIDA, AND THE MIAMI-DADE COUNTY CLERK'S OFFICE. THE TREE MITIGATION PLAN SHALL BE SUBJECT TO THE APPROVAL OF THE MIAMI-DADE COUNTY CLERK'S OFFICE.
3. THE PROPOSED TREE MITIGATION PLAN IS SUBJECT TO THE APPROVAL OF THE MIAMI-DADE COUNTY CLERK'S OFFICE. THE TREE MITIGATION PLAN SHALL BE SUBJECT TO THE APPROVAL OF THE MIAMI-DADE COUNTY CLERK'S OFFICE.
4. ALL TREE MITIGATION, REPLACEMENT, AND TREE REPLACEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE MIAMI-DADE COUNTY CLERK'S OFFICE. THE TREE MITIGATION PLAN SHALL BE SUBJECT TO THE APPROVAL OF THE MIAMI-DADE COUNTY CLERK'S OFFICE.

A PROPERTY OWNER APPROVAL, SUBJECT TO APPROVAL BY THE CITY OF MIAMI, FLORIDA, AND THE MIAMI-DADE COUNTY CLERK'S OFFICE, IS REQUIRED FOR THE TREE MITIGATION PLAN. THE TREE MITIGATION PLAN SHALL BE SUBJECT TO THE APPROVAL OF THE MIAMI-DADE COUNTY CLERK'S OFFICE.

The applicant is responsible for obtaining all necessary permits and approvals from the City of Miami, Florida, and the Miami-Dade County Clerk's Office. The applicant is also responsible for obtaining all necessary permits and approvals from the City of Miami, Florida, and the Miami-Dade County Clerk's Office.



**TREE DISPOSITION PLAN**  
LOT-14

DATE	REVISIONS	BY	DATE
01/15/2011	1	JFS	01/15/2011
01/15/2011	2	JFS	01/15/2011
01/15/2011	3	JFS	01/15/2011
01/15/2011	4	JFS	01/15/2011
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01/15/2011	29	JFS	01/15/2011
01/15/2011	30	JFS	01/15/2011
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01/15/2011	98	JFS	01/15/2011
01/15/2011	99	JFS	01/15/2011
01/15/2011	100	JFS	01/15/2011

**CUSTOM RESIDENCE**

PALM CORP DEVELOPMENT CORP.  
4904 S.W. 72nd Ave.  
MIAMI, FL. 33155

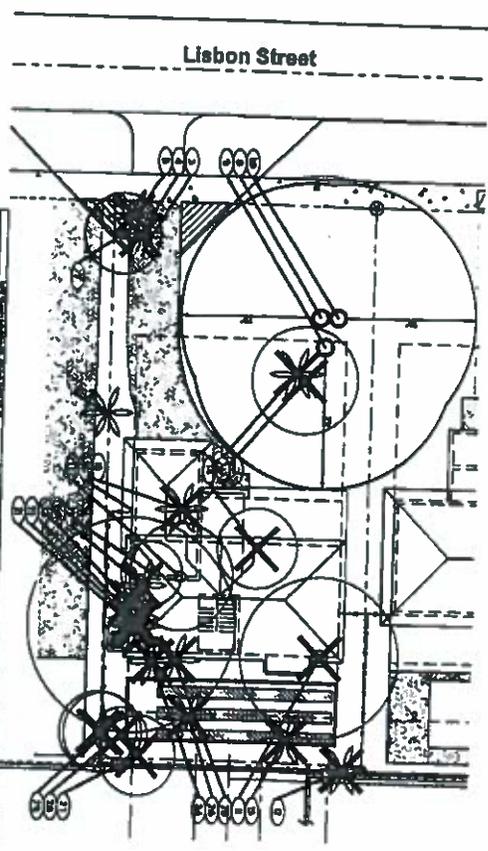
**JFS**

**JFS Design Inc.**  
LANDSCAPE ARCHITECTURE

LC 000383  
www.jfsdesignfl.com  
jenny@jfsdesignfl.com

1000 SW 10th St  
PO Box 1000  
MIAMI, FL 33136  
TEL: 784-471-3000  
FAX: 784-440-0000

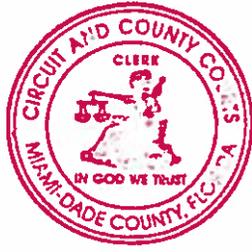
TD-1



TREE CANOPY MITIGATION		DATE	REVISION	BY	CHKD
1	Initial Design	01/15/2024	1	JFS	JFS
2	Revised Design	02/01/2024	2	JFS	JFS
3	Final Design	02/15/2024	3	JFS	JFS

NO.	DESCRIPTION	DATE	BY	CHKD
1	Initial Design	01/15/2024	JFS	JFS
2	Revised Design	02/01/2024	JFS	JFS
3	Final Design	02/15/2024	JFS	JFS



**NOTES:**

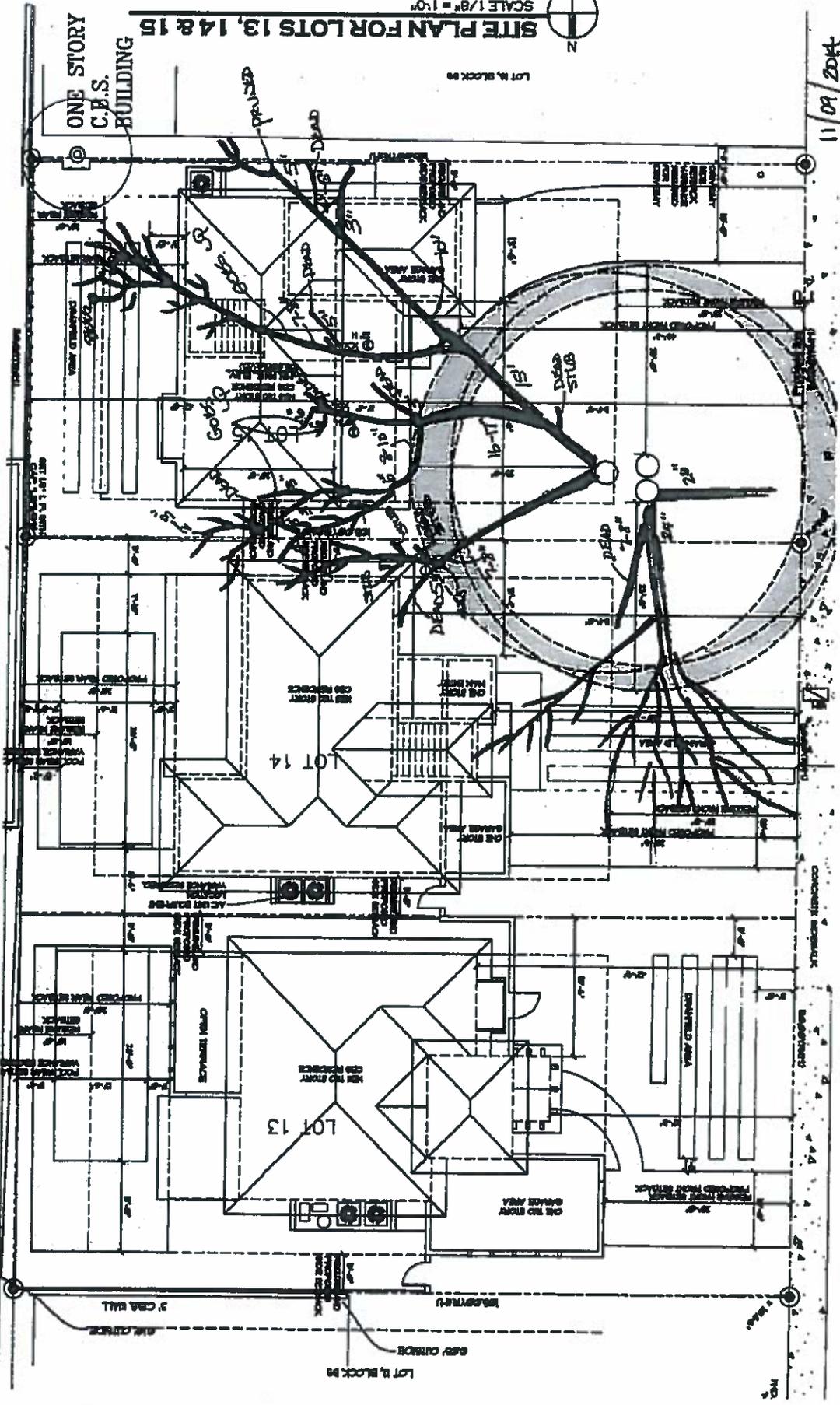
1. SEE SHEET 1-1 FOR PROPERTY LINE AND ADJACENT LOTS.
2. THE PROPOSED TREE CANOPY MITIGATION SHALL BE MAINTAINED FOR THE LIFE OF THE PROJECT. ANY REMOVAL OF TREES SHALL BE REPLACED WITH TREES OF EQUAL OR GREATER SIZE AND SPECIES. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION AND PLANTING OF TREES.
3. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION AND PLANTING OF TREES. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION AND PLANTING OF TREES.
4. ALL MATERIALS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF MIAMI-DADE COUNTY, FLORIDA, AND THE STATE OF FLORIDA. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION AND PLANTING OF TREES.

**TREE DISPOSITION PLAN  
LOT-15**

NO.	DESCRIPTION	DATE	BY	CHKD
1	Initial Design	01/15/2024	JFS	JFS
2	Revised Design	02/01/2024	JFS	JFS
3	Final Design	02/15/2024	JFS	JFS

**CUSTOM RESIDENCE**  
**PALM CORP DEVELOPMENT CORP.**  
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 MIAMI, FL 33155

**JFS**  
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 LANDSCAPE ARCHITECTURE  
 LC 000383  
 www.jfsdesignfl.com  
 jenny@jfsdesignfl.com



11/01/2014



SCALE 1/8" = 1'-0"

ONE STORY  
C.E.S.  
BUILDING

STATE OF FLORIDA, COUNTY OF DADE  
 I HEREBY CERTIFY that this is a true copy of the  
 original filed in this office on  
 8/15/15 day of  
 AUGUST 2015

WITNESS my hand and Official Seal  
 HARVEY RULMAN, CLERK, of Circuit and County Courts  
 D.C.  
 7680



## Chen, Brigette

---

**From:** Leen, Craig  
**Sent:** Tuesday, November 03, 2015 11:45 PM  
**To:** Ramos, Miriam; Figueroa, Yanneris; Chen, Brigette; Paulk, Enga  
**Cc:** Swanson-Rivenbark, Cathy  
**Subject:** RE: Memorandum to City Commission

**Importance:** High

Please modify as follows to include the price:

As you will recall, the City of Coral Gables previously entered into a Dispute Resolution Agreement with Palmcorp Development Group, LLC, in order to protect the beautiful specimen oak trees comprising Sherman's Oak. At the most recent City Commission meeting, the Commission directed the City to enter into discussions with Palmcorp regarding the potential purchase of the lot containing Sherman's Oak. The Commission selected Commissioner Vince Lago to participate in the discussions along with the City Manager and the City Attorney, and then bring the matter back to the Commission for its decision. The discussions resulted in the City having the opportunity to purchase the two lots that contain Sherman's Oak and its entire tree protection zone. The total price for the two lots would be \$800,000 in cash and \$100,000 in impact fee credits. The purchase of these lots would be consistent with the City Commission's objective to purchase land for parks, and would allow Sherman's Oak to be owned by the City for the benefit of the public for years to come.

**Craig E. Leen, City Attorney**

*Board Certified by the Florida Bar in  
City, County and Local Government Law*  
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405 Biltmore Way  
Coral Gables, Florida 33134  
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Fax: (305) 460-5264  
Email: [cleen@coralgables.com](mailto:cleen@coralgables.com)



**CORAL GABLES**  
THE CITY BEAUTIFUL

*Celebrating 90 years of a dream realized.*

---

**From:** Leen, Craig  
**Sent:** Tuesday, November 03, 2015 11:35 PM  
**To:** Ramos, Miriam; Figueroa, Yanneris; Chen, Brigette; Paulk, Enga  
**Cc:** Swanson-Rivenbark, Cathy  
**Subject:** Memorandum to City Commission

Brigette and Enga, for the upcoming agenda, please prepare a memorandum from me to the City Commission in substantially the form below, along with any edits from the City Manager once she has an opportunity to review:

As you will recall, the City of Coral Gables previously entered into a Dispute Resolution Agreement with Palmcorp Development Group, LLC, in order to protect the beautiful specimen oak trees comprising Sherman's Oak. At the most recent City Commission meeting, the Commission directed the City to enter into discussions with Palmcorp regarding the potential purchase of the lot containing Sherman's Oak. The Commission selected Commissioner Vince Lago to participate in the discussions along with the City Manager and the City Attorney, and then bring the matter back to the Commission for its decision. The discussions resulted in the City having the opportunity to purchase the two lots that contain Sherman's Oak and its entire tree protection zone. The purchase of this land would be consistent with the City Commission's objective to purchase land for parks, and would allow Sherman's Oak to be owned by the City for the benefit of the public for years to come.

**Craig E. Leen, City Attorney**

*Board Certified by the Florida Bar in  
City, County and Local Government Law*

City of Coral Gables

405 Biltmore Way

Coral Gables, Florida 33134

Phone: (305) 460-5218

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Email: [cleen@coralgables.com](mailto:cleen@coralgables.com)



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