



CFN 2014R0583418
OR Bk 29277 Pgs 4160 - 4212; (53pgs)
RECORDED 08/20/2014 15:23:55
HARVEY RUVIN, 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: SETTLEMENT AGREEMENT
(Mortgage, Deed, Construction Lien, Etc.)

Executing Party: _____

Legal Description: _____
(If Applicable)
As more fully described in above described document.

Return Document To / Prepared By: _____

**F.S. 695.26 Requirements for recording instruments affecting real property—
(Relevant excerpts of statute)**

(1) No instrument by which the title to real property or any interest therein is conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the circuit court unless:

(e) **A 3-inch by 3-inch space at the top right-hand corner on the first page** and a 1-inch by 3-inch space at the top right-hand corner on each subsequent page are reserved for use by the clerk of the court...

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SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between (1) Morningside Civic Association, Inc., a Florida not-for-profit corporation, which for all purposes of this Agreement includes the following individual Appellant Morningside Neighborhood residents in their respective individual capacities: Rod Alonso, Rob Stebbins, Scott Crawford, and Elvis Cruz, jointly and severally, (collectively referred to for both the Morningside Civic Association, Inc. and the named individual Appellants as “Morningside”); (2) Bayside 5101, LLC, a Florida Limited Liability Company (“Bayside”), as successor in interest to Chetbro, Inc., a Florida corporation (“Chetbro” or “Developer”); and (3) the City of Miami, a Florida municipal corporation (“City”). Morningside, Bayside, and the City are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Bayside is the owner of the properties located at 5101 Biscayne Boulevard (Folio No. 01-3129-018-00702) and 5125 Biscayne Boulevard (Folio No. 01-3219-017-0090) located in the City of Miami, Florida, which are more particularly described in the Warranty Deed attached hereto as Exhibit “A”, (collectively, the “Property”);

WHEREAS, on or about July 21, 2004, the Director of the City’s Planning and Zoning Department, pursuant to Article 15, Sections 609.3, 1512, and 923.2 of City Zoning Ordinance 11000, issued Class II Special Permit No.2003-0309 (“Class II”) to Chetbro;

WHEREAS, the Class II authorized the new construction of a mixed use building at the Property to include 63 residential units, 87.4 feet in height, 8 floors, 89 parking spaces, and 87,275 square feet of residential floor area (1.72 FAR), as more particularly described in the attached Exhibit “B” and as analyzed for Gross Floor Area (“GFA”) in the plans entitled

MIA 183602800v7

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“Bayside Motel Approved Project Floor Areas,” dated December 2, 2013, prepared by DB Lewis Architecture and Design attached hereto as Exhibit “C”;

WHEREAS, Morningside appealed the issuance of the Class II to the City’s Zoning and Appeals Board (“Zoning Board”) and on October 4, 2004, the Zoning Board issued Resolution ZB 2004-0928 denying Morningside’s appeal;

WHEREAS, Morningside then appealed the Zoning Board’s decision to the City Commission and, on November 18, 2004, the City Commission adopted Resolution 04-01208 reversing the decision of the Zoning Board;

WHEREAS, the Developer appealed to the Appellate Division of the Eleventh Judicial Circuit Court in and for Miami-Dade County and on July 14, 2006 the Court quashed the decision of the City Commission and remanded the matter to the Commission for further proceedings;

WHEREAS, on February 28, 2008, the City Commission granted the Class II subject to a further height reduction for the project of 35 feet from the previously approved height;

WHEREAS, the Developer appealed again to the Appellate Division of the Eleventh Judicial Circuit Court in and for Miami-Dade County and on November 13, 2008, the Circuit Court affirmed the Miami City Commission’s decision;

WHEREAS, the Developer appealed to the Third District Court of Appeal of Florida and in an opinion dated October 7, 2009 and reported as *Dougherty v. City of Miami*, 23 So. 3d 156 (Fla. 3d DCA 2009), the Court of Appeal granted certiorari and quashed the decision of the Circuit Court remanding back to the City Commission;

WHEREAS, on remand from the second appeal, the City Commission conducted a *de novo* review and on May 27, 2010, again imposed a 35-foot height limitation on the development of the Property;

WHEREAS, upon appeal, the Developer was denied relief by the Circuit Court and appealed to the Third District Court of Appeal of Florida and, in an opinion dated April 25, 2012 and reported as *Dougherty v. City of Miami*, 89 So. 3d 963 (Fla. 3d DCA 2012), the Court of Appeal granted the Developer's writ of certiorari and quashed the decision of the Circuit Court;

WHEREAS, upon remand from the Third District Court of Appeal, the City Commission approved Resolution No.13-0013 denying Morningside's appeal and affirming the decision of the Zoning Board, in accordance with the opinion of the Third District Court of Appeal, approving the Class II for the development of 63 residential units, 87.4 feet in height, 8 floors, 89 parking spaces, and 87,275 square feet of FAR, consistent with the plans attached hereto as Exhibits B and C;

WHEREAS, the existing two-story historic structure (a/k/a Bayside Motor Inn Motel) located on the Property consists of 13,511 square feet;

WHEREAS, the Miami Modern/Biscayne Boulevard Historic District ("MiMo District") was established by the City Commission on June 6, 2006;

WHEREAS, Morningside and the City have raised concerns regarding the potential impact of the Project on the MiMo District and surrounding neighborhoods;

WHEREAS, Bayside recognizes that Morningside and the City have concerns regarding the potential impact of the Project on the MiMo District and surrounding neighborhoods;

WHEREAS, Bayside wishes to mitigate the Project's perceived impact on the MiMo District and surrounding neighborhoods by agreeing to certain conditions and knowingly and voluntarily forgoing certain development rights as granted in the Class II;

WHEREAS, the Parties amicably desire to resolve all of the concerns, issues, claims, rights, and entitlements raised by Morningside and the City with respect to the development of the Property, including the height of the proposed building as approved in the Class II;

WHEREAS, on October 22, 2009, the City has legislatively instituted, in the applicable sections of Chapter 23 of the City Code and the Miami 21 Zoning Ordinance, a height restriction of 35-feet for new buildings or structures developed within the boundaries of the MiMo District;

WHEREAS, the City has created the Transfer of Development Rights ("TDRs") program, set forth in Section 23-6 of the City Code to encourage new construction and improvements to existing structures located within the boundaries of the MiMo District and to redress the loss of property rights to those property owners located within the MiMo District by the imposition of the 35-foot height limitation; and,

NOW, THEREFORE, in reliance upon the recitals stated above, and in consideration of the mutual covenants, conditions, and agreements contained herein, each Party hereto, on its own behalf, and on behalf of the entities specifically noted or referred to herein, intend to be legally bound, stipulate, and agree as follows:

1. **Recitals**. The foregoing recitals are true, correct, and incorporated herein by reference and no Party shall raise, and each Party expressly knowingly and voluntarily waives, any defense to the enforcement of this Agreement based on any assertion that it is unenforceable for any reason whatsoever, including, without limitation, public policy considerations.

2. In consideration of the terms of this Agreement, the City agrees as follows:

A. **Release by the City.** The City hereby releases, acquits, satisfies, and discharges Bayside and Morningside from any and all claims, demands, liabilities, debts, judgments, damages, expenses, actions, causes of action, or suits related to the issuance of the Class II and various related appeals, or any alleged violations of the City's Laws and Ordinances that the City may have, may have had, or does now have to bring against Bayside and Morningside which involves this Class II Permit that was granted for the Property.

B. **Transfer of Development Rights.** The City agrees that in order to encourage the preservation of the historic Property and to minimize the impact of the development of the Property on the MiMo District and surrounding neighborhood, as permitted under the Class II, Bayside will be allowed to transfer the available unused development rights of the approved Class II in exchange for Bayside's withdrawal and abandonment of the Class II Special Permit and forfeiture of rights to issuance of a building permit pursuant to the Class II. Specifically, the City agrees to issue a TDR Certificate of Eligibility ("COE") and Certificate(s) of Transfer ("COT"), subject to the following:

- (a) The Property qualifies as eligible contributing resource for the purposes of participating in the TDR program.
- (b) The TDR process will go through the standard reviews for the issuance of the respective COE and COT as appropriate. To the extent required by Chapter 23 of the City Code of Ordinances, as amended, Bayside will apply to the Historic and Environmental Preservation Board ("HEPB") for

approval of the rehabilitation project prior to receiving any TDR certification.

(c) The Property is legally vested under Zoning Ordinance 11000 and the SD-9 zoning designations for development of 118,755 GFA of structure.

(d) The City recognizes the additional costs and requirements associated with the rehabilitation of this historic property and, in the unique circumstances and extensive litigation over the Property as set forth in this Settlement Agreement, shall in this particular instance, permit a multiplier of not more than four (4.0) times the unused floor area or unused development rights in order to calculate the amount of TDRs allowed to be transferred to an eligible receiving site.

(e) The City agrees that the unused available development rights for the Property will be issued pursuant to a COE for a total of not more than 459,528 square feet of unused available TDR for the Property, to be calculated as follows:

(i) **TDR Multiplier.** 118,755 square feet of GFA Pursuant to Class II x 4.0 TDR Multiplier = 475,020 square feet.

(ii) **Total Unused Development Rights Available for Transfer:**
475,020 square feet minus 15,492 square feet of existing historic structure located on the Property = 459,528 square feet of Total Unused Development Rights Available for Transfer.

(iii) In all other respects, Bayside will comply with all requirements, conditions, safeguards, and stipulations of the City TDR

Ordinance, Section 23-6 of the City Code, which is deemed as being incorporated by reference as though set forth in full herein.

3. In consideration of the terms of this Agreement, Bayside agrees as follows:
 - A. **Release by Bayside.** Bayside hereby releases, acquits, satisfies, and discharges the City, its officials and employees, and Morningside from any and all claims, demands, liabilities, debts, judgments, damages, expenses, actions, causes of action or suit related to the issuance of the Class II and various related appeals or any alleged violations of Bayside's property rights that Bayside may have, may have had, or may hereafter bring against the City and/or Morningside.
 - B. **Indemnification of the City.** Bayside agrees to indemnify, defend, save and hold harmless the City, its officials and employees from any claims, demands, liabilities, losses, causes of action of any nature whatsoever arising out of or in connection with the Agreement, the granting of the TDR COE, TDR COT, building permits, or any other approval or any part thereof, and from any past, present, or future development or use of the Property as referenced in this Agreement, and additionally from and against all costs, fees, expenses, liabilities, any orders, penalties, damages, judgments, or decrees which may be entered and from and against all costs, attorneys' fees (inclusive of trial, appellate, and administrative proceedings), expenses, and liabilities incurred in the defense of such claim or in the investigation thereof.

C. **Binding Agreement.** Bayside expressly understands and agrees that this Agreement shall be binding upon Bayside, and also upon its heirs, successors in interest, or assigns and shall be a condition implied in any conveyance or other instrument affecting the title to the Property or any portion thereof. This Agreement shall be recorded in the public records of the Miami-Dade County by Bayside and its own cost and expense and shall serve as a covenant running with this Property. Bayside acknowledges that its representations and affirmations contained in this Agreement touch and concern the Property. Bayside will submit a certified copy of the recorded Agreement to the Planning Director within thirty (30) days of the date the Agreement is recorded with a copy to the City Attorney's Office.

D. **Discontinuation of Appeals.** Bayside further, on its own behalf and as the successor in interest or assignee of the original Appellants in the Circuit and Appellate Courts, Lucia Dougherty on behalf of Contract vendee J. Laurence Eisenberg, Trustee hereby affirms to the City, its officials and employees and to Morningside that all appeals and proceedings styled *Dougherty v. City of Miami and Morningside Civic Association, Inc., et al., Petitioners vs. Miami City Commission, City of Miami, et. al.* (Circuit Court Appellate Division, 11th Judicial Circuit Case No. 13-055 AP) is included in this Agreement and is rendered moot upon final approval of this Agreement. The current appeal being pursued by Morningside relating to the *Dougherty v. City of Miami* will be dismissed with prejudice

by Morningside as it is also mooted by this Agreement. Any other Appellate, administrative, or trial proceedings that are related to the subject matter of this Agreement will be dismissed with prejudice with each respective party to bear its own costs and attorneys' fees. Each party to the current appeal currently pending between Dougherty and Morningside, as they are identified above, will bear their own respective costs and attorneys' fees.

E. **Withdrawal of Class II Special Permit.** Bayside agrees that upon the issuance of the COE for the TDRs for the Property as set forth herein and in order to minimize the impact of the development of the Property, as permitted under the Class II, Bayside will withdraw and abandon the Class II Special Permit and knowingly and voluntarily forfeits and relinquishes its rights to the issuance of a building permit pursuant to the Class II.

1. **Transfer of Development Rights.** Bayside expressly agrees to adhere to the requirements for the preservation of eligible historic resources using the provisions of the TDR Application process as required under Section 23-6(8) of the City Code and any other applicable provisions in Chapter 23 of the City Code of Ordinances, as amended, including but not limited to the following:

- a. Bayside will transfer or sell the TDRs issued for the Property to an eligible receiving T6 zoned property;

- b. Bayside will provide an “existing conditions report” evaluating the condition of the Property; and
 - c. Bayside will provide a “maintenance plan” for the repair and maintenance of those items that have been identified as deficient, deteriorated, or non-existent in the existing conditions report.
2. Bayside expressly agrees to file and record a restrictive covenant for the Property in a form acceptable to the City Planning Director or authorized designee and the City Attorney as to legal form and pursuant to the provisions of Section 23-6(11) of the City Code of Ordinances, as amended, within thirty (30) days of execution of the first Purchase and Sales Agreement for the sale or transfer of the Property’s TDRs to an eligible receiving site.
4. In consideration of the terms of this Agreement, Morningside agrees as follows:
- A. **Release by Morningside.** Morningside hereby releases, acquits, satisfies and discharges Bayside and the City, its officials and employees, from any and all claims, demands, liabilities, debts, judgments, damages, expenses, actions, causes of action or suit related to the issuance of the Class II and various related appeals, or any alleged violations of the City’s Laws and Ordinances that Morningside may have, may have had, or may hereafter bring against Bayside and/or the City, its officials and employees.
 - B. **Transfer of Development Rights.** In exchange for Bayside’s withdrawal of the Class II Special Permit and forfeiture of rights to a building permit and

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development of the Property pursuant to the Class II, Morningside will not oppose approval of this Agreement, Bayside's TDR application, COE, COT, or any other approvals required to complete the TDR applications for the Property as set forth herein, including any approvals that may be required from the City's HEPB and issuance of building permits for the renovation of the Property.

5. **Jurisdiction/Venue.** Each Party agrees that the Circuit Court of the Eleventh Circuit of Miami-Dade County, Florida shall have exclusive jurisdiction to enforce and/or interpret any of the terms and conditions of this Agreement, and may submit any disputes arising under this Agreement by filing an action at law with that court for determination in accordance with Florida law. In order to expedite the action at law under this section the Parties knowingly and voluntarily waive their rights to demand a jury trial in any action brought under this section. Each party shall bear its own attorneys' fees, providing, however, this does not apply if the City must institute an action to compel Bayside to indemnify the City pursuant to Section 3(B) of this Agreement in which instance Bayside shall pay the City's attorneys' fees.

6. **Entire Agreement/Amendment.** This Agreement, including its recitals, conditions, and releases contains all of the terms and conditions agreed upon by the Parties, relating to its subject matter, and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications of the Parties, whether oral or written, respecting the subject matter of this Agreement. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by all the Parties.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective successors, heirs, grantees, and/or assigns of the Parties.

8. **Authorization.** Each person executing this Agreement on each Party's behalf has been duly authorized to sign on behalf of the respective Party and to bind each Party to the terms of the Agreement.

9. **Non-Admission of Liability.** The Parties agree that neither this Agreement nor anything contained herein shall constitute or is to be construed as an admission by the Parties of a violation of any federal, state, or local statute, any state or municipal code, or as evidence of any other liability, wrongdoing, or unlawful conduct. The Parties acknowledge that they have entered into this Agreement to avoid the costs and expenses of continued litigation and to settle disputed claims.

10. **Notice.** All communications concerning this Agreement shall be in writing by certified mail, return receipt requested (or by telex, telegram, or telecopy if properly confirmed in writing by certified mail, return receipt requested) and shall be addressed to the Parties and their representatives as shown below:

If to Bayside:

Lucia Dougherty, Esq.
Carlos R. Lago, Esq.
Greenberg Traurig, P.A.
333 Avenue of the Americas
Suite 4400
Miami, Florida 33131
Telephone: (305) 579-0603
Facsimile: (305) 961-5603
doughertyl@gtlaw.com
lagoc@gtlaw.com

-and -

Avra Jain
888 Biscayne Boulevard
Suite 100

If to Morningside:

Elvis Cruz
631 NE 57 Street
Miami, Florida 33137
Telephone: 305-754-1420
ElvisCruz@mac.com

- and -

Luis Fernandez, Esq.
2250 SW 3 Avenue
Suite 303

If to the City:

Johnny Martinez
City Manager
City of Miami
444 S.W. 2nd Avenue
Miami, Florida 33130
Telephone: 305-416-1025
Facsimile: 305-416-1019
johnnymartinez@miamigov.com

-and -

Victoria Méndez, Esq.
City Attorney
444 S.W. 2nd Avenue

Miami, Florida 33132
Telephone:
Facsimile:

Miami, Florida 33129
Telephone: 305-854-5955
Facsimile: 305-854-5324
lfernandezlaw@aol.com

Miami, Florida 33130
Telephone: 305-416-1800
Facsimile: 305-416-5071
vmendez@miamigov.com

11. **Execution.** This Agreement may be executed by the Parties in counterpart originals with the same force and affect as if fully and simultaneously executed as a single original document. Fully executed duplicate originals of this Agreement shall be distributed to the Parties.

12. **Effective Date.** The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all Parties.

13. **Severability.** If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

14. **No Third Party Beneficiaries.** Bayside, Morningside, Chetbro, and the City agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

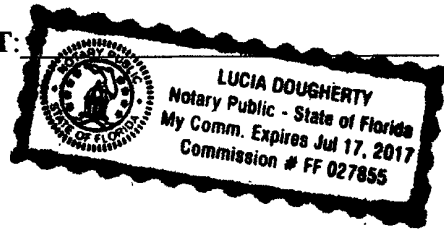
15. **City Commission Approval.** This Agreement requires the approval of the Miami City Commission.

16. **Entire Agreement.** This Agreement along with the attached Exhibits A, B, C and D which are made a part hereof, constitute the sole and only agreement of the Parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

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BAYSIDE 5101, LLC, a Florida Limited Liability Company ("Bayside")

ATTEST:
(SEAL:



By: *[Signature]*

Its: Manager

Dated: 1/9/17

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

4, The foregoing instrument was acknowledged before me this 9th day of JAN 2017 by AURA JAIN and _____, as the manager and _____, respectively, of **BAYSIDE 5101, LLC, a Florida Limited Liability Company**, who appeared before me and is personally known to me, ~~or has produced~~ _____ as identification, and did take an oath.

My commission Expires:

NOTARY:

Print Name: *[Signature]*

Lucia Dougherty
Notary Public, State of Florida at Large

(Notarial Seal)

MORNINGSIDE CIVIC ASSOCIATION
INC., a Florida Non Profit Corporation

ATTEST: _____
(SEAL: _____)

By: *Luis Fernandez*

Its: *Attorney*

Dated: *1/8/14*

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

The foregoing instrument was acknowledged before me this *8th* day of *January* 201*4* by *Luis Fernandez*, as the *Attorney* of MORNINGSIDE CIVIC ASSOCIATION INC., a Florida Non Profit Corporation who appeared before me and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission Expires:

NOTARY: _____
Print Name: _____
Notary Public, State of Florida at Large
(Notarial Seal)

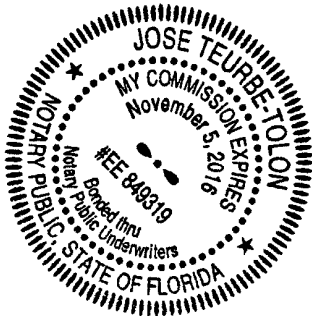


EXHIBIT "A"

PREPARED BY: THOMAS G. LEE, ESQ.
BURTON & LEE
12555 Orange Drive, 4025
Davie, Florida 33330

CFN 2013R0904343
DR Bk 28912 Pgs 0249 - 2501 (2pgs)
RECORDED 11/14/2013 16:00:16
DEED DOC TAX 12,600.00
SURTAX 9,450.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Folio No. 01-3219-017-0090 and 1-3219-018-0070

WARRANTY DEED

THIS INDENTURE, made this 1st day of November, 2013 between CHETBRO, INC., a Florida corporation, grantor, and BAYSIDE 5101, LLC, a Florida Limited Liability Company whose post office address is 888 Biscayne Boulevard, Suite 100, Miami, Florida 33132, grantee,

WITNESSETH, That said grantor, for and in consideration of the sum of Ten Dollars 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:

Parcel 1:

Lot 1, Block 5, of BAYSHORE PLAZA UNIT NO 3, according to the Plat thereof as recorded in Plat Book 41, Page 73, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Lot 17, Block 5, of BAYSHORE PLAZA UNIT NO 4, according to the Plat thereof as recorded in Plat Book 42, Page 2, of the Public Records of Miami-Dade County, Florida.

SUBJECT TO:

Conditions, restrictions, reservations, limitations and easements of record, if any, but any such interests that may have been terminated are not hereby reimposed; and subject to applicable zoning ordinances and taxes and assessments for the year 2013, and subsequent years.

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

1 of 2

Book28912/Page249 CFN#20130904343

Page 1 of 2


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Book29277/Page4178 CFN#20140583418

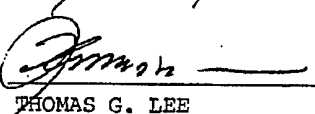
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IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:




TERESITA G. MOREJON



THOMAS G. LEE

CHETBRO, INC., a Florida corporation

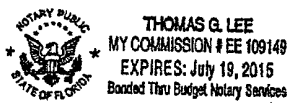
BY: 

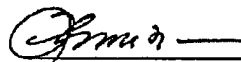
ASWIN DEVCHAND, President
5600 Collins Avenue, Apt. 11 U
Miami Beach, Florida 33140

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared ASWIN DEVCHAND, as President of CHETBRO, INC., a Florida corporation, who executed and acknowledged before me that the foregoing instrument was executed freely and voluntarily for the purposes therein expressed, and who is personally known to me or who produced a drivers license as identification.

WITNESS my hand and official seal this 19 day of November, 2013.





NOTARY PUBLIC
My Commission Expires:

OFF. 1826914756
REC.

1 of 2 Pages

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DOCSTPDEE 4,260.00 SURTX 3,195.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

Prepared by and return to:

M. Keith Marshall, Esq.
Southeastern Title Company
18305 Biscayne Boulevard- Suite 300
Aventura, Florida 33160

Folio Nos.: 01-3219-018-0070
01-3219-017-0090

WARRANTY DEED (Statutory Form - Section 689.02 F.S.)

THIS INDENTURE, made this 4TH day of September, 1998, by E.R.F., INC., a Florida Corporation (hereinafter referred to as GRANTOR), located at 5101 Biscayne Boulevard, Miami, Florida 33137, to CHETBRO, INC., a Florida Corporation, (hereinafter referred to as GRANTEE), located at 5101 Biscayne Boulevard, Miami, Florida 33137,

WITNESSETH, that the GRANTOR, for and in consideration of the sum of \$10.00, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in Dade County, Florida where property is located, to wit:

Lot 1, Block 5, of BAYSHORE PLAZA UNIT NO. 3, according to the Plat thereof, as recorded in Plat Book 41, at Page 73, of the Public Records of Dade County, Florida, and

Lot 17, Block 5, of BAYSHORE PLAZA UNIT NO. 4, according to the Plat thereof, as recorded in Plat Book 42, at Page 2, of the Public Records of Dade County, Florida.

This conveyance is subject to the following:

1. Real estate taxes for the year 1998 and subsequent years;

1050

EXHIBIT "B"

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5101 BISCAYNE BLVD ZONING ANALYSIS for O	
GROSS LOT AREA	FAR GSF - RESIDENTIAL USE (1.72)
50,741	87,275
(NET LOT AREA = 30,206 SF)	

5101 BISCAYNE BLVD PROGRAM DISTRIBUTION (SF)	
RESIDENTIAL FLOOR AREA RATIO	60.314

5101 BISCAYNE BLVD PARKING ANALYSIS	
RESIDENTIAL ACCESSIBLE SPACES	PROPOSED
1 (43) 1 BED UNIT X 1=43 (20) 2 BED UNIT X 2 = 40 1 PER 10 UNITS (GUEST) = 6 TOTAL 89 SPACES (2 SPACES)	127 SPACES
TOTAL	89

*On the site, the developer must provide the minimum number of accessible spaces as shown above and comply with parking requirements.

5101 BISCAYNE BLVD ZONING ANALYSIS		
NUMBER OF FLOORS	REQUIRED / ALLOWED	PROPOSED
HEIGHT	Unlimited Height Set building line back 1 Foot for every Foot beyond 120'0"	87'-4"
GREEN SPACE	MIN. 15% GLA = (7,611 SF)	10,509
BUILDING FOOTPRINT	MAX 40% GLA = (20,296 SF)	19,697
RESIDENTIAL UNITS	150 / NET ACRE = 104	63
FRONT SETBACK 52nd Street	20'	varies 20' - 22'8"
FRONT SIDE-SETBACK BISCAYNE	15' (ABOVE 45' HIGH, 49' SETBACK)	15'
FRONT SIDE SETBACK / 51st Street	15'	varies 15'-27'-4"
SIDE SETBACK	10'	10'
PARKING SPACES	REQUIRED 89	PROVIDED 89
OFF-STREET LOADING	2	2



THIS PLAN IS THE PROPERTY OF ZYNCORLICH ARCHITECTURE AND INTERIOR DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR REPRODUCTION OF THIS PLAN WITHOUT THE WRITTEN PERMISSION OF ZYNCORLICH IS STRICTLY PROHIBITED.

DATA SHEET

DATE	
DESIGNER	ZYNCORLICH
PROJECT	11/2024



Zyscovitch
 ARCHITECTURAL PLANNING AND INTERIORS
 1000 West 10th Street
 Vancouver, BC V6H 1A5
 Tel: 604.681.1111 Fax: 604.681.1112

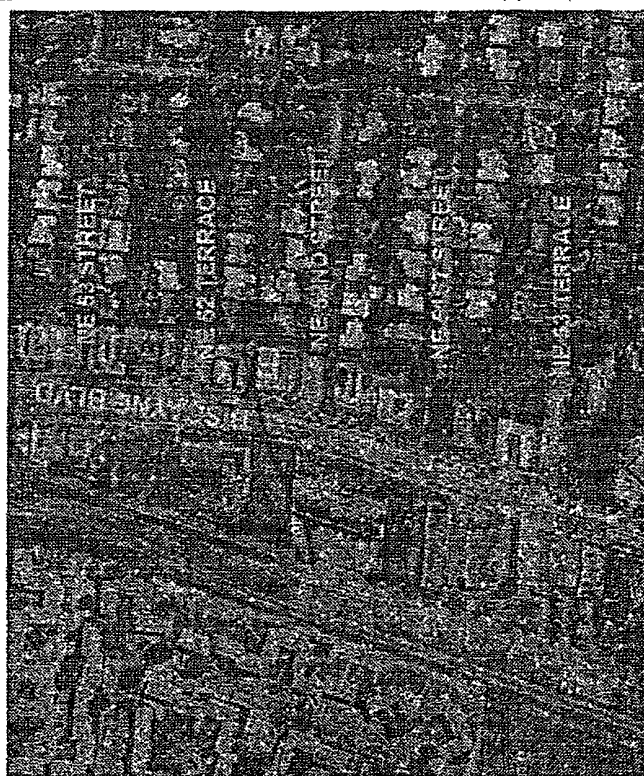
DATE: 11/20/2014
 TIME: 11:00 AM
 PROJECT: 11/20/2014
 DRAWING: 11/20/2014

**CONTEXT
 PHOTOS**

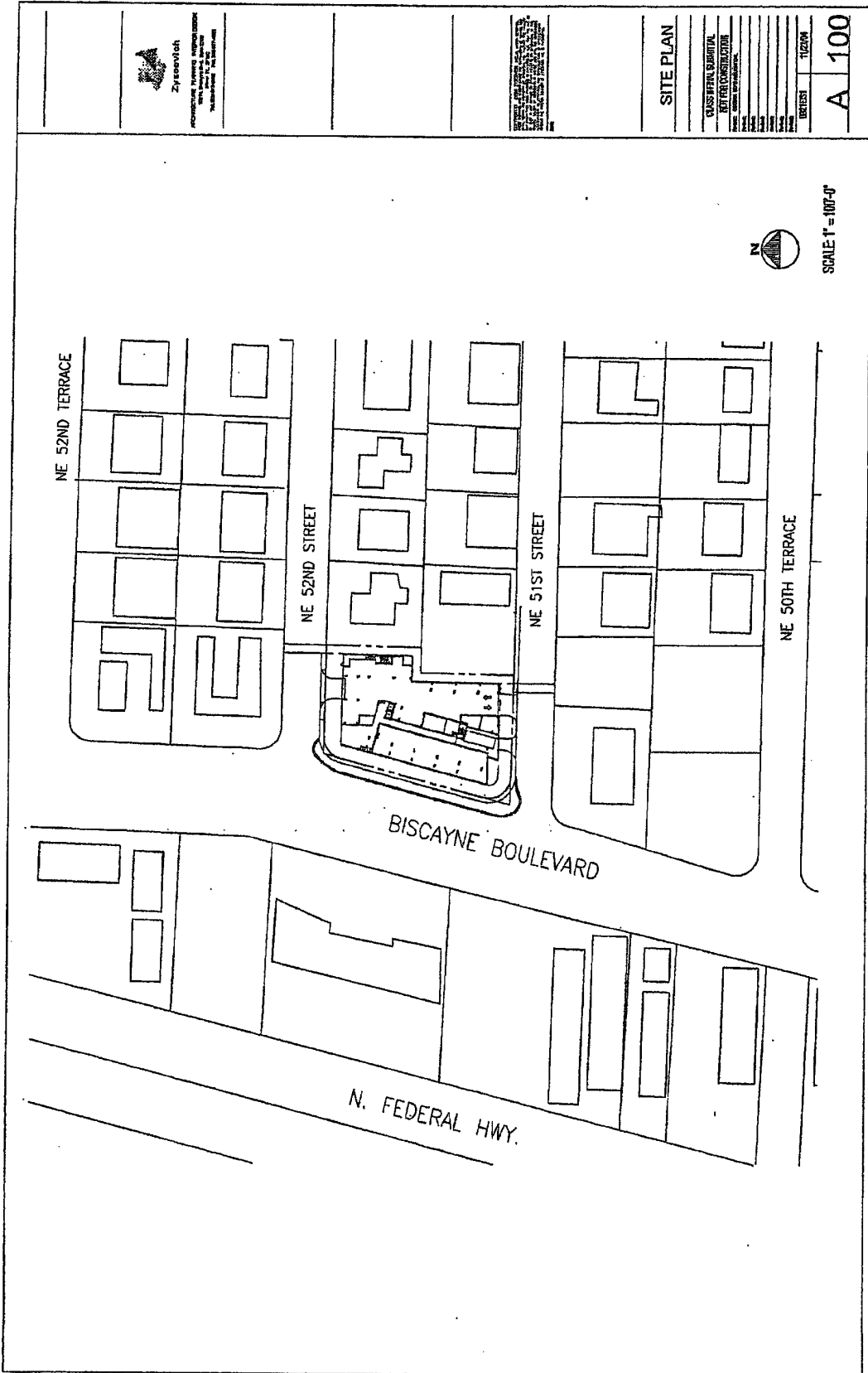
CLASS: FINAL SUBMITTAL	DATE: 11/20/2014
REVISION: 1	DATE: 11/20/2014
REVISION: 2	DATE: 11/20/2014
REVISION: 3	DATE: 11/20/2014
REVISION: 4	DATE: 11/20/2014
REVISION: 5	DATE: 11/20/2014
REVISION: 6	DATE: 11/20/2014
REVISION: 7	DATE: 11/20/2014
REVISION: 8	DATE: 11/20/2014
REVISION: 9	DATE: 11/20/2014
REVISION: 10	DATE: 11/20/2014
REVISION: 11	DATE: 11/20/2014
REVISION: 12	DATE: 11/20/2014
REVISION: 13	DATE: 11/20/2014
REVISION: 14	DATE: 11/20/2014
REVISION: 15	DATE: 11/20/2014
REVISION: 16	DATE: 11/20/2014
REVISION: 17	DATE: 11/20/2014
REVISION: 18	DATE: 11/20/2014
REVISION: 19	DATE: 11/20/2014
REVISION: 20	DATE: 11/20/2014




VIEW OF SITE LOOKING SOUTH



AERIAL OF SITE



29



Zircovitch
ARCHITECTURAL ASSOCIATION
1000 Pennsylvania Avenue, Suite 200
Washington, DC 20004
Tel: (202) 462-7700

DATE: 10/15/14
PROJECT: 1000 PENNSYLVANIA AVE
DRAWN BY: J. ZIRCOVITCH
CHECKED BY: J. ZIRCOVITCH
SCALE: 1"=50'

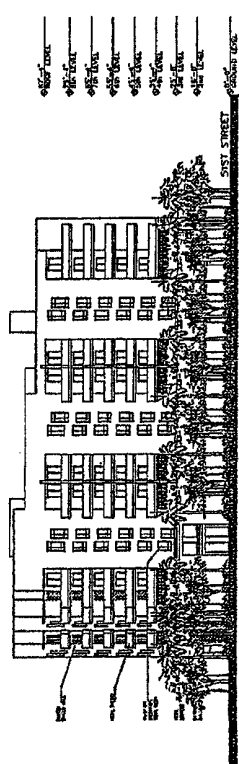
WEST & NORTHELEV.

CLASSIFIED SUBMITTAL
NOT FOR CONSTRUCTION

DATE: 10/15/14
PROJECT: 1000 PENNSYLVANIA AVE
DRAWN BY: J. ZIRCOVITCH
CHECKED BY: J. ZIRCOVITCH
SCALE: 1"=50'

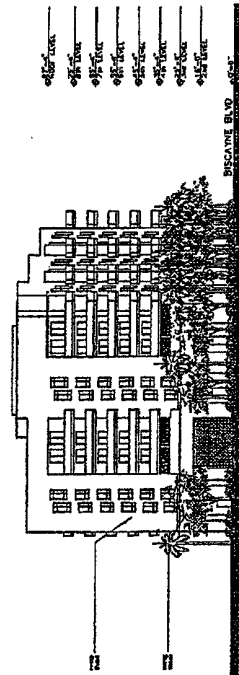
ACROSS: 1/16/2014

A 200



WEST ELEVATION

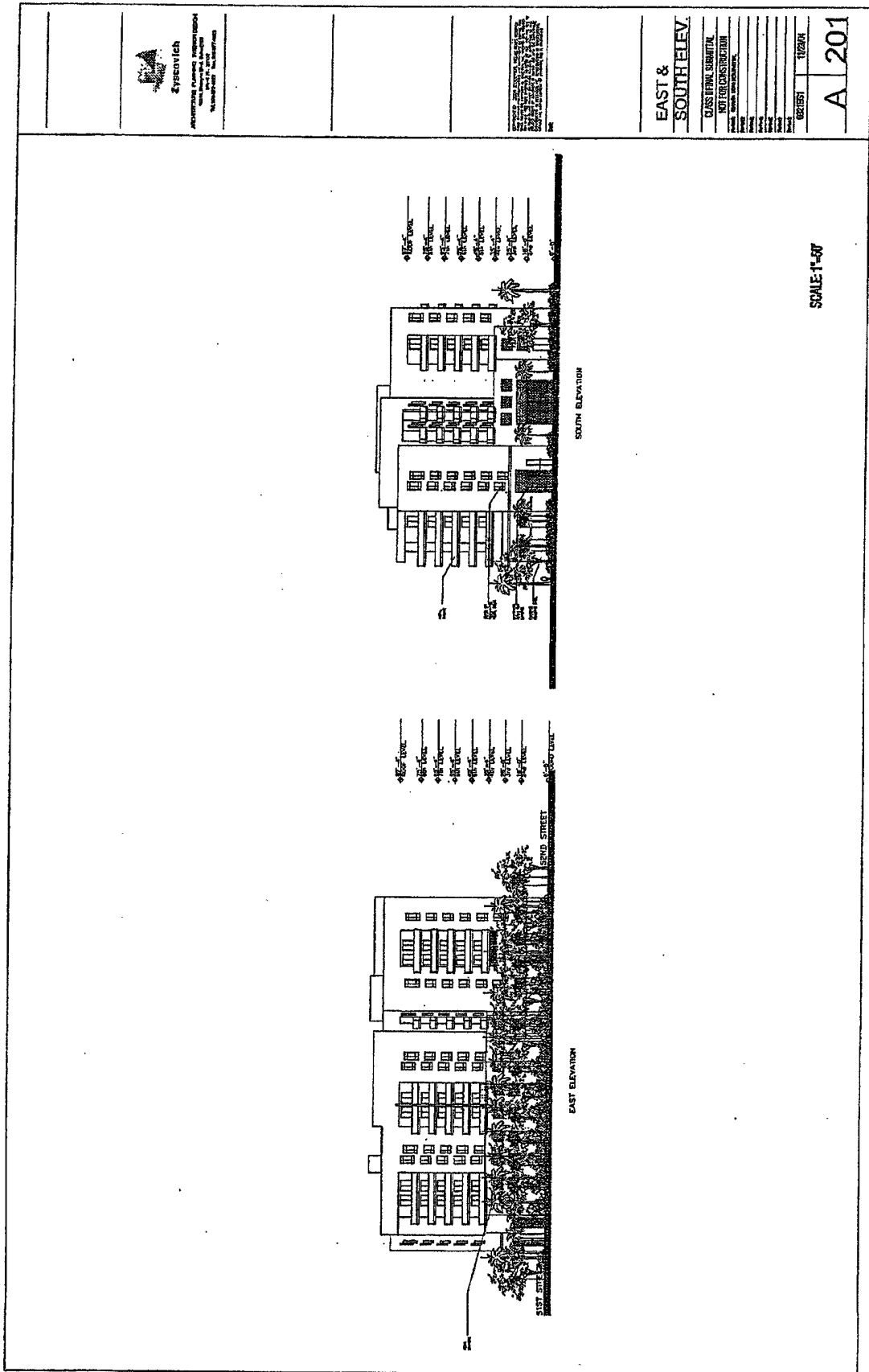
51ST STREET



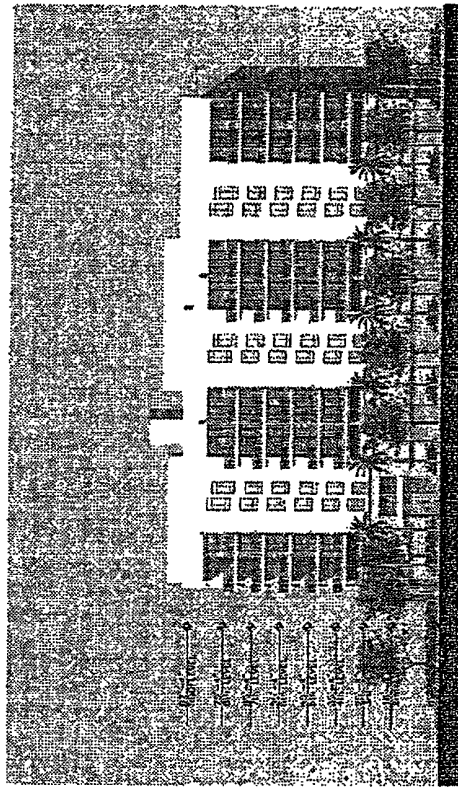
NORTH ELEVATION

BISCAYNE BLVD

SCALE: 1"=50'



36



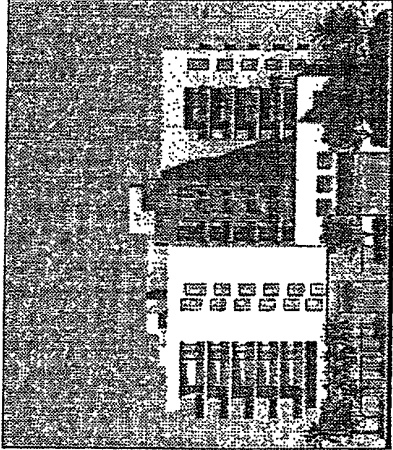
5101 West Elevation

5101 Biscayne Blvd

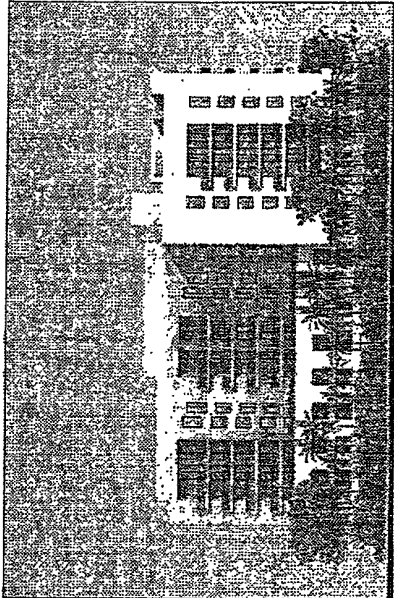
EA ZYSCOVICH

Scale: 1/16" = 1'-0"

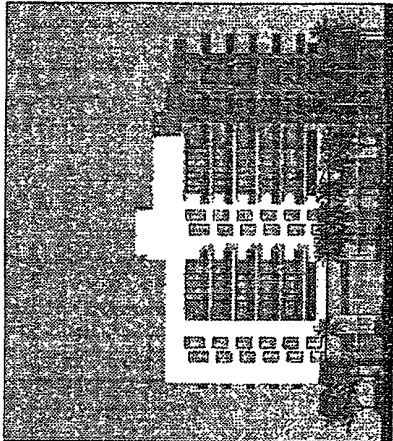
October 4, 2004



5101 South Elevation



5101 East Elevation



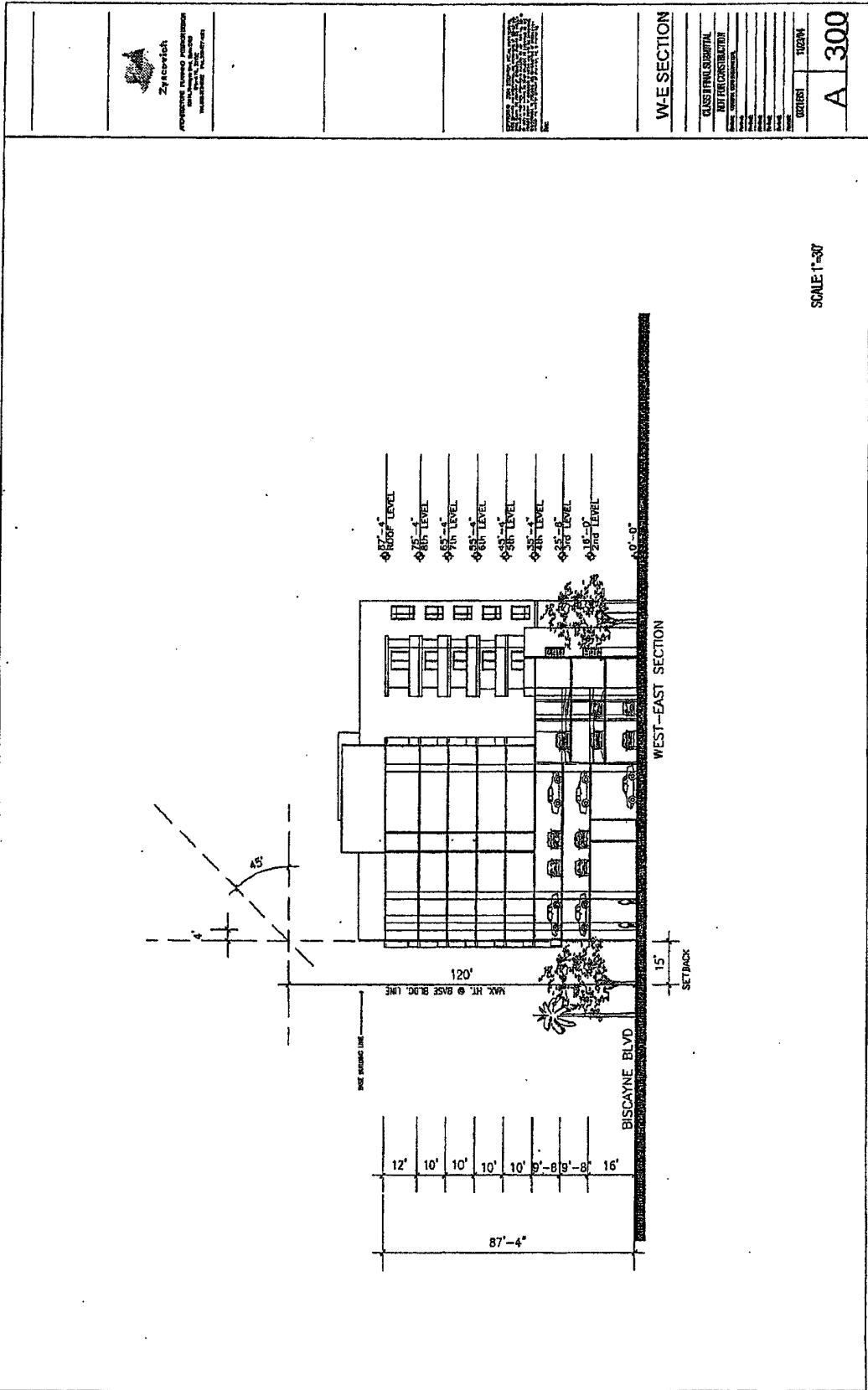
5101 North Elevation

5101 Biscayne Blvd

EA ZYSCOVICH

Scale: 1"=20'-0"

October 4, 2004



Zyrowich
 ARCHITECTS
 1000 BISCAYNE BLVD.
 MIAMI, FL 33132
 (305) 358-1100

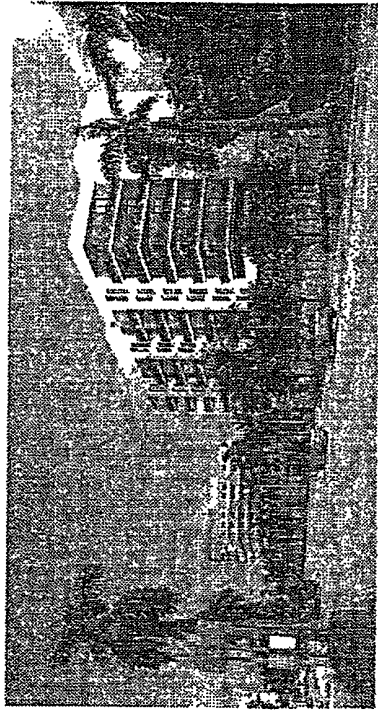
DATE: 10/15/14
 DRAWN BY: J. [unreadable]
 CHECKED BY: [unreadable]
 PROJECT: [unreadable]

WEST-EAST SECTION

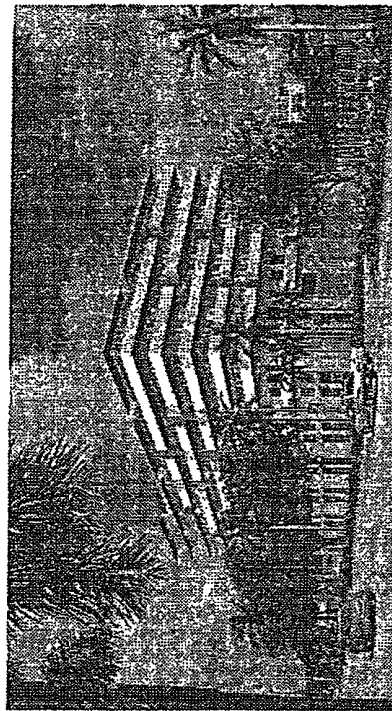
CLASS	DATE	BY	CHK
KLASSIFIKACIJA			
DATA			
KLASIFIKACIJA			
DATA			
KLASIFIKACIJA			
DATA			

SCALE: 1"=30'
 A 300

39



View of 5101 Biscayne Blvd Looking North

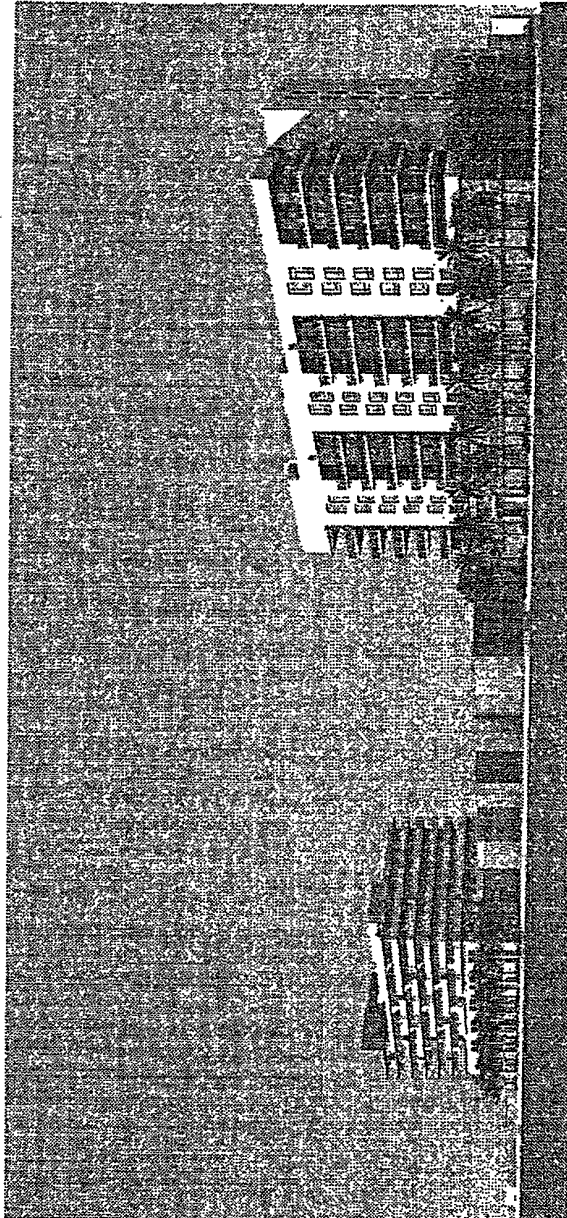


View of 5225 Biscayne Blvd Looking North

5101 & 5225 Biscayne Blvd

ZYSCOVICH

October 4, 2004



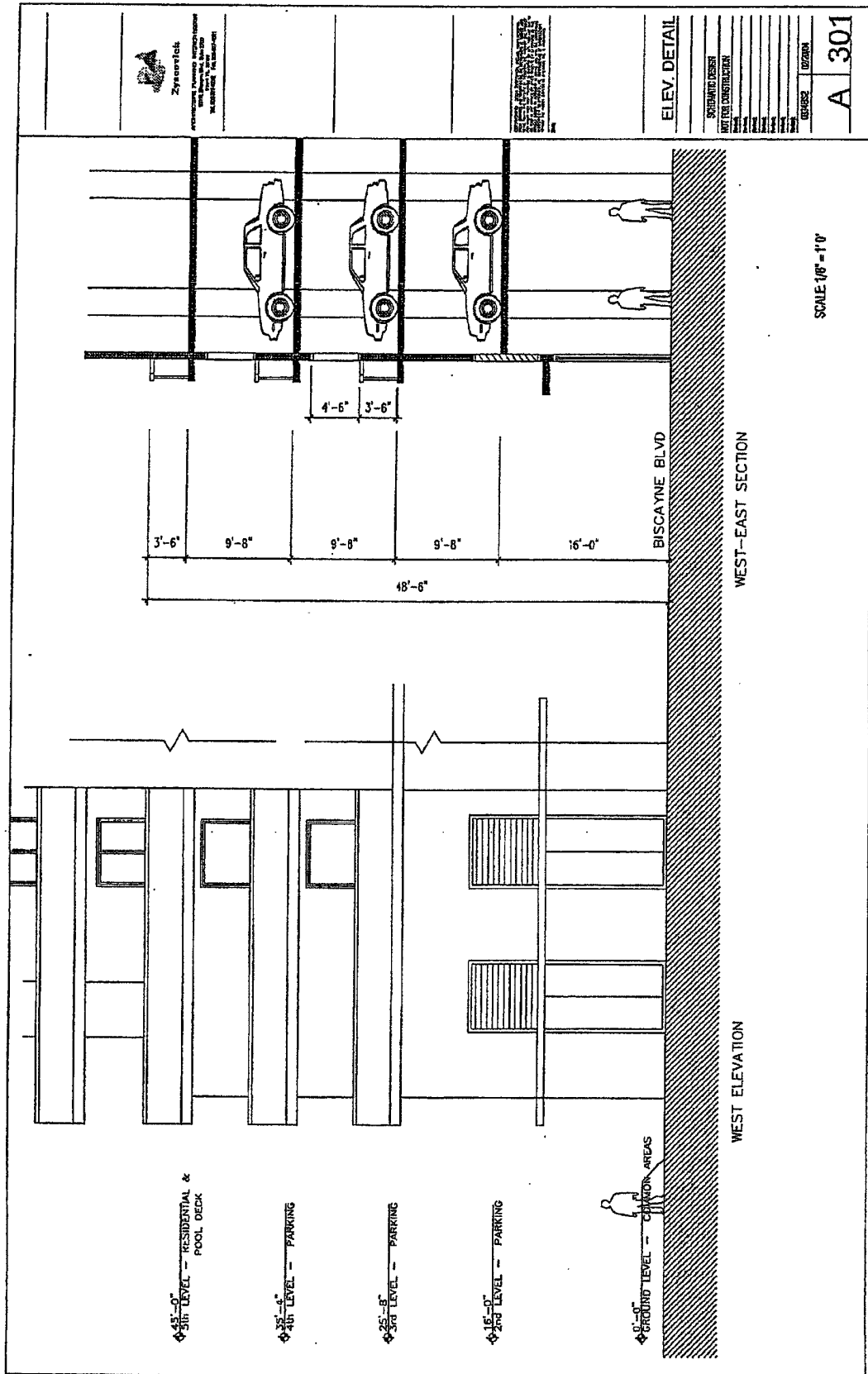
View of Biscayne Blvd Looking North

5101 & 5225 Biscayne Blvd

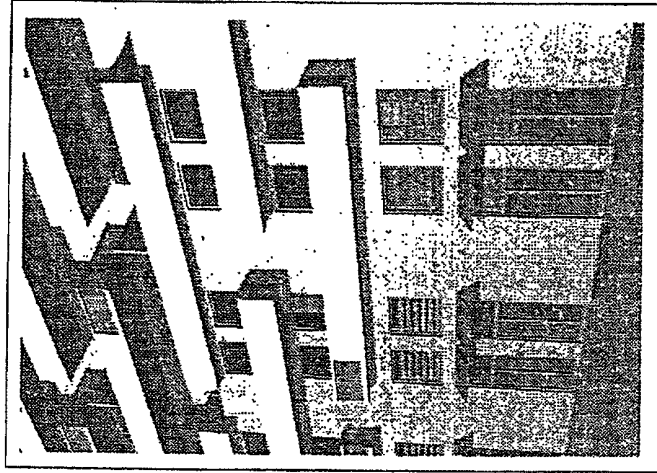
MAZYSKOVICH

Scale: 1"=20'-0"

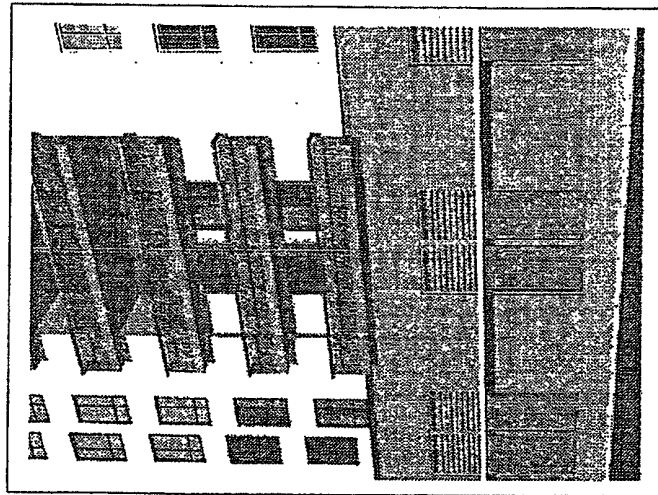
October 4, 2004



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DETAIL VIEW OF BLDG 5225 FROM BISCAIYNE BLVD



DETAIL VIEW OF BLDG 5101 FROM BISCAIYNE BLVD

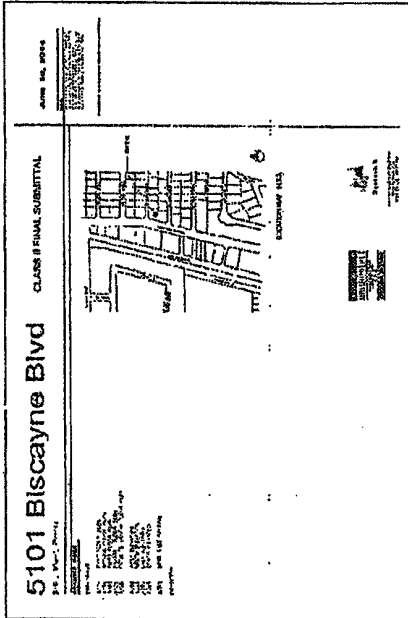

Zyscovich Inc.
 ARCHITECTS AND INTERIORS
 10000 W. BIRCH AVE. SUITE 100
 DENVER, CO 80231
 (303) 751-1000
 www.zyscovich.com

Urban Design Review Board
 5101 N. Biscayne Blvd
 Jan. 21st, 2004

EXHIBIT "C"

44

**BAYSIDE MOTEL
5101-5125 BISCAYNE BOULEVARD, MIAMI, FL 33137**



**FLOOR AREA SUMMARY
(AS PER MIAMI 21 CODE, ART. 1.17: FLOOR AREA)**

FIRST FLOOR:	19,053 S.F.
SECOND FLOOR:	18,878 S.F.
THIRD FLOOR:	18,733 S.F.
FOURTH FLOOR:	11,655 S.F.
FIFTH FLOOR:	12,609 S.F.
SIXTH FLOOR:	12,609 S.F.
SEVENTH FLOOR:	12,609 S.F.
EIGHTH FLOOR:	12,609 S.F.
TOTAL	118,756 S.F.

- COVER
- FIRST FLOOR PLAN
- SECOND FLOOR PLAN
- THIRD FLOOR PLAN
- FOURTH FLOOR PLAN
- TYPICAL (5-8) FLOOR PLAN

- A101
- A102
- A103
- A104
- A105

**APPROVED PROJECT FLOOR AREAS
12.02.2013**

AS PER CLASS II FINAL SUBMITTAL PREPARED BY
ZYSCOVICH, INC. ON JUNE 30, 2004

PROJECT# 1311
FOLIO # 01-2219-019-0070
FOLIO # 01-2219-017-0090
OWNER INFORMATION:
BAYSIDE 5101, LLC

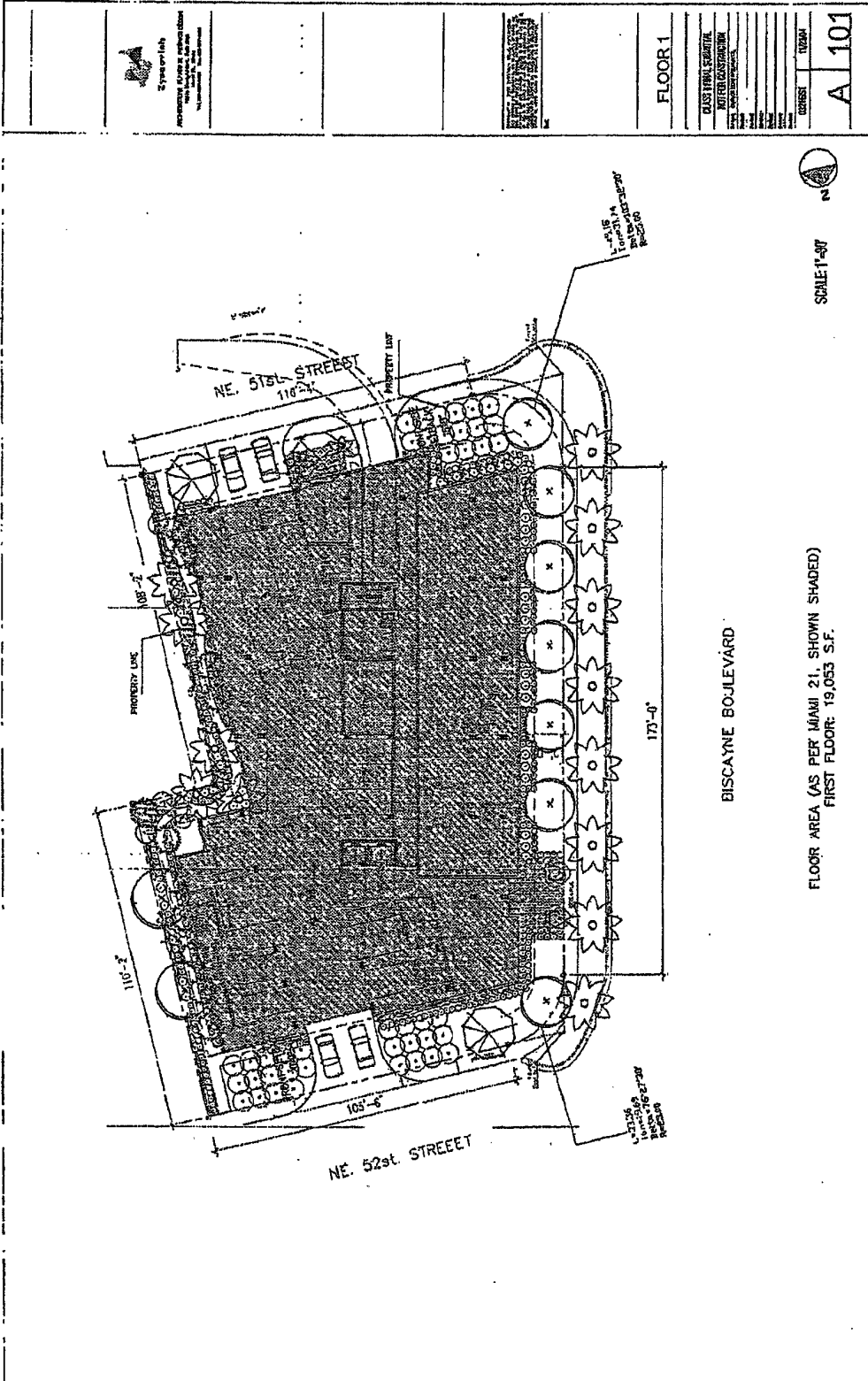
MIAMI 21 FLOOR AREA CALCULATIONS PREPARED BY
DBLEWIS-ARCHITECT



[Handwritten signature]

5810 N. BAYSHORE DR. MIAMI, FL 33137
T. 305.455.7292 M. 786.559.6632
dblewisarch@gmail.com www.dblewis.com

DBLEWIS ARCHITECTURE & DESIGN 1311/ BAYSIDE MOTEL

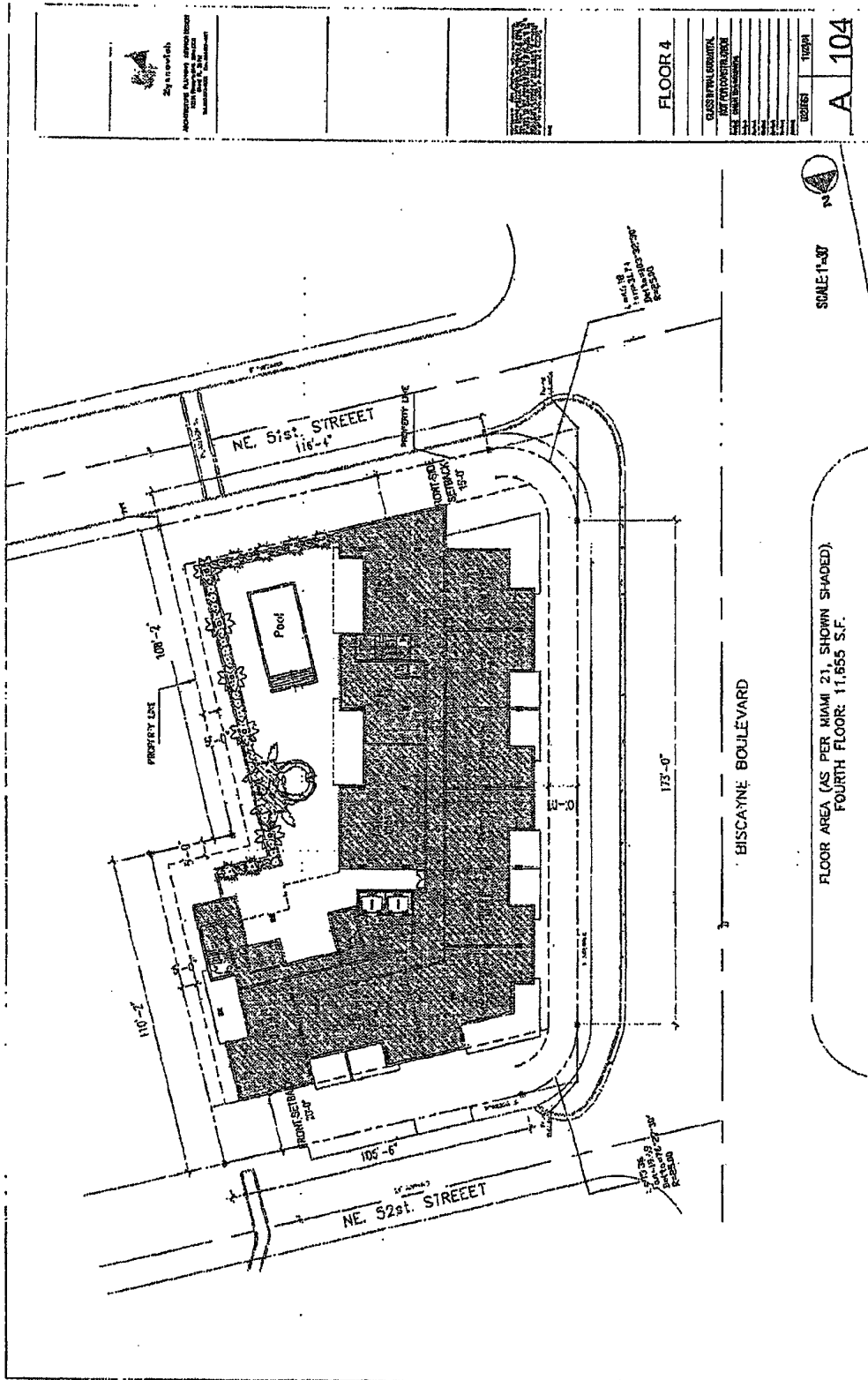


SCALE: 1/8"

FLOOR AREA (AS PER MIAMI 21, SHOWN SHADED)
FIRST FLOOR: 19,053 S.F.

BISCAYNE BOULEVARD

46



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EXHIBIT "D"

51

STATE OF FLORIDA)

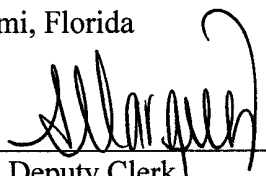
COUNTY OF MIAMI-DADE)

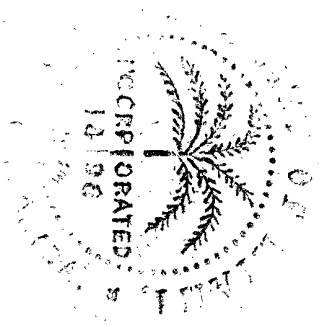
CITY OF MIAMI)

I, Todd B. Hannon, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that the attached and foregoing pages numbered 1 through 52, inclusive, constitute a true and correct copy of Agreement No. 19715, Settlement Agreement between the City of Miami and Morningside Civic Association, Inc., entered into January 24, 2014.

IN WITNESS WHEREOF, I hereunto set my hands and impress the Official Seal of the City of Miami, Florida, this 19th day of August, 2014.

Todd B. Hannon
City Clerk
Miami, Florida

By 
Deputy Clerk



(OFFICIAL SEAL)