

CITY OF HALLANDALE BEACH
APPLICATION FORM

NO APPLICATIONS ARE AUTOMATICALLY SCHEDULED FOR ANY MEETINGS. APPLICATIONS MUST BE DETERMINED TO BE COMPLETE BY STAFF BEFORE ANY PROCESSING OCCURS.

PLEASE PRINT OR TYPE

Date of Application: July 12, 2011

Name of Owner: PRH-2600 Hallandale Beach, LLC

Name of Applicant, if different from owner: _____

Mailing Address: 315 S. Biscayne Blvd., 4th Floor Miami, FL 33132

Telephone: 305-460-9900

Name of Authorized Representative, if different from applicant: Debbie Orshefsky

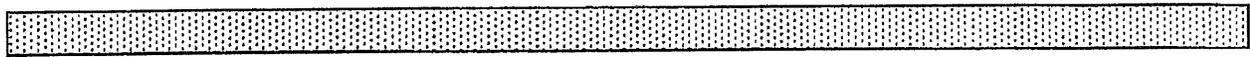
Mailing Address: 401 E. Las Olas Blvd., Suite 2000 Fort Lauderdale, FL 33301

Telephone: 954-768-8234

Location of Subject Property: 2600 East Hallandale Beach Boulevard

Folio Number: 514226080030 & 514226120010

Legal Description: See attached survey



TYPE OF APPLICATION (Check the ones which apply to the request(s))

REZONING FROM: CCB & PRD District TO: CCB, PRD & PDD District
SIZE OF SUBJECT PROPERTY TO BE CONSIDERED FOR REZONING 1.699 (acres)

CONDITIONAL USE

____ VARIANCE

____ LAND USE PLAN AMENDMENT

____ REDEVELOPMENT AREA MODIFICATION

____ SPECIAL SIGN VARIANCE

____ TEXT CHANGES (CITY CODE) _____

____ MINOR DEVELOPMENT (Less than ten (10) residential units or less than 4,000 sq. ft. gross floor area)

Residential-Number of Units _____

Commercial-Sq. Ft. _____

MAJOR DEVELOPMENT (Ten or more residential units or more than 4,000 square feet of gross floor area)

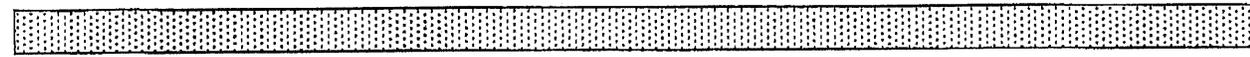
Residential-Number of Units 84

Commercial-Sq. Ft. 216 Hotel-Suites

____ Platting or Replatting a Subdivision or portion thereof

(Size of property _____ acres)

Other Allocation of 84 Residential Flex Units & Vacation of Right of Way



BRIEF DESCRIPTION OF REQUEST

Beachwalk is a proposed mixed use development with 84 residential units, a 216 all-suite hotel and accessory 1,225 square foot restaurant. The project is located at the former Manero Restaurant site.

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Hallandale Beach. If I/we are unable to be present, I/we hereby authorize Debbie Orshefsky of Greenberg Traurig (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

State of Florida
County of Broward

The foregoing instrument was acknowledged

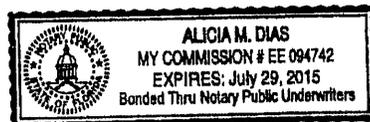
By: Zi Fu
(owner/agent signature*)

Before me this 15 day of July, 2011

By _____
(Name of person acknowledging)

(Joint owner signature)

Notary Alicia M. Dias
(Signature of Notary Public – State of Florida)



Personally know or Produced identification _____

Type of identification produced: _____ or Driver's License _____

*If joint ownership, both parties must sign. If partnership, corporation or association, authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application, if an authorized agent signs for the owner(s).

Beachwalk Hallandale Beach

Application Narratives

- Tab 1 Major Development
- Tab 2 PDD Zoning/Flex Unit Allocation
- Tab 3 Conditional Use
- Tab 4 Right of Way Vacation

Beachwalk Major Development Application

A. Application Form

See preceding completed application form. The site plan is provided as Exhibit "A".

B. Proof of Ownership

The applicant is the owner of the property. See Special Warranty Deed and Operating Agreement attached hereto as Exhibit "B".

C. Identification of Mortgages, Easements, Liens and Judgments

See Survey included as Exhibit "A".

D. Building & Land Development Experience

See Professional Background Information attached hereto as Exhibit "C".

E. Number of Future Residents, Users and Employees

The proposed development is anticipated to generate the following peak number: (1) 157 future residents; (2) 407 total hotel guests; and (3) 100 employees.

F. Architectural Harmony/Compatibility

The architect was careful in the design to incorporate those recommendations from the Citywide Master Plan in the ultimate layout and placement of the building on the site. Those recommendations include:

- Promote the development of mixed use projects with an emphasis placed on upscale office and commercial projects combined with upper floor residential
- Promote the creation of a pedestrian-friendly environment; and
- Encourage more compact vertical development instead of sprawling horizontal development within the district

The building will be a contemporary design, containing 216 hotel suites and 84 high end condominium units. Although the maximum height is 350 feet (450 with the PDD Overlay), the building is proposed at approximately 307 feet (31 stories) with a 5-level parking garage fronting NE 26th Avenue. Furthermore, by stepping back the tower almost 195 feet from SE 26th Avenue, the project design creates a more visual appealing look from the street and provides less of an impact to future redevelopment along the corridor as it provides for both horizontal and vertical relief along Hallandale Beach Boulevard and SE 26th Avenue.

G. Anticipated Energy Demands

The anticipated energy demand for the proposed development is expected to be less than 1 Mega Watt (MW). As part of the construction of the development, the applicant will install energy efficient appliance and fixtures throughout the building.

H. Public Mass Transportation

Broward County Transit Route 4 and Route 28, Miami-Dade Transit Route E and the Hallandale Beach Community Shuttle service the proposed development.

I. Conformity with County Land Use Plan and City Land Use Plan and Zoning Code

I. Broward County Land Use Plan

The subject property is designated Commercial under the Broward County land use plan. The Commercial designation allows for retail, office, business and hotel uses. Residential use is permitted through the allocation of flexibility and/or reserve units, without the necessity of a land use plan amendment. The applicant has requested the allocation of 84 residential flex units.

II. The City of Hallandale Beach Comprehensive Plan

The proposed project will assist in furthering the following policies and objectives of the City's Comprehensive Plan:

Policy 1.2.11: The City shall reduce land use conflicts through prohibiting incompatible commercial uses in residential neighborhoods, through enforcement of the Hallandale Beach Zoning District requirements. Commercial development shall be limited primarily to the perimeter areas of Hallandale Beach's planning districts (as delineated in the Element) Well-planned mixed use projects and appropriate neighborhood commercial uses in defined neighborhood commercial notes are encouraged when they will improve an area observed as neighborhood centers. However, commercial uses within residential areas shall not be considered incompatible if, through proper screening, buffering design and access control, there are no significant noises, odors, fumes, vibrations other negative impacts beyond site boundaries and provided the use is either tied to a neighborhood commercial node or a peripheral commercial corridor or area.

Policy 1.3.7: The City shall focus on compatible infill residential development.

Policy 1.5.7: Development and redevelopment along Hallandale Beach Boulevard and US 1 shall continue to be reviewed and evaluated based on guidelines established for these corridors in the City's Zoning Code, Land Development Regulations, the Citywide Master Plan and the Design Guideline Manual. Recommendations from the Citywide Master Plan should also be considered and incorporated upon the Plans completion.

Policy 1.12.4: The City shall maintain innovative land development regulations that encourage mixed use developments and incorporate site design and planning techniques that will enhance the quality of large scale developments or redevelopment areas.

Objective 1:18: Urban Infill and Redevelopment: Establish criteria which encourage development of urban infill and urban redevelopment area(s) to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

Policy 1.18.1: Increase economic development and employment and employment opportunities within urban infill and urban redevelopment area.

Policy 1.18.2: Adequate housing opportunities necessary to accommodate all segments of present and future residents shall be provided within urban infill and urban redevelopment area(s).

Policy 1.18.3: The Hallandale Beach Land Use Plan shall encourage mixed use developments within infill and urban redevelopment area(s).

Furthermore, the hotel use, which is located on a transit corridor, will provide a number of employment opportunities and increase the economic development in the area. The project's location along a transit corridor will also provide employment opportunities. Additionally, the project includes 84 residential condominium units which add to the City's housing opportunities for its present and future residents. The project will maximize the use of public facilities and service because it is located in an area of urban infill redevelopment.

III. The City of Hallandale Beach Platting Requirements

Re-platting the property is not required. See Platting Determination Letter provided as Exhibit D.

IV. The City of Hallandale Beach Zoning Code

The property located at 2600 East Hallandale Beach Boulevard is zoned City Central Business District (CCB). The intent of the CCB district, as defined by Section 32-175 is to:

- Encourage commercial and office uses which enhance and support financial and upscale office professional based industries;
- Promote the development of mixed use projects with an emphasis placed on upscale office and commercial projects combined with upper floor residential;
- Promote the creation of a pedestrian-friendly environment; and
- Encourage more compact vertical development instead of sprawling horizontal development within the district.

In addition to the CCB zoning district, the City also assigned the Planned Redevelopment Overlay Zoning District (PRD) to the site. Additionally, the applicant has applied for the Planned Development District (PDD) overlay designation in order to facilitate the design flexibility required to accommodate the innovative design of an urban infill mixed use redevelopment project.

J. Impact evaluation submission requirements

- 1. Groundwater quality. A description of existing on-site groundwater quality and the impact of the proposed development on groundwater quality and what measures will be employed to minimize or reduce any adverse effects, including but not limited to:**

- **Sedimentation and siltation from any excavation, dredge and/or fill operations;**

- **Erosion; and**
- **Surface runoff**

The site is not served by any established sub-drainage district. It does lie within the boundaries of the South Florida Water Management District (SFWMD). Moreover, the site lies within Broward County and the municipal boundaries of the City of Hallandale Beach. No existing city drainage systems will be serving the development. The drainage will discharge into the wells and the exfiltration trench. The site will be responsible for providing all required drainage improvements necessary to adequately service its drainage needs (stormwater protection) based upon the requirements of BCEPGM, SFWMD, Florida Department of Transportation, Florida Department of Environmental Protection (NPDES) and met the City's

Stormwater retention for the amendment site shall be provided by a system of interconnected drainage wells. All stormwater runoff, with the exception of roof runoff, will be collected by system of drainage structures and conveyed to a system of interconnected exfiltration trenches for pretreatment prior to being allowed to overflow into the drainage well system. Stormwater runoff pretreatment and attenuation for the amendment site shall meet the requirements of the BCEPGM, SFWMD, and the Florida Department of Environmental Protection.

1. **Wastewater. A description of the amount, type, and physical and chemical composition of wastewater to be generated by the proposed development and how connections to municipal systems are to be accomplished, including the practicality of such connections and the capability of the system to accommodate the generation, is required.**

All impacted wastewater collection, transmission and treatment facilities shall be identified and evaluated in order to determine their current capacity, peak hour utilization, level and treatment and any problems affecting treatment capacity.

The proposed site is served by an 8" gravity sewer collection main within SE 26th Avenue owned and maintained by the City of Hallandale Beach which eventually conveys the flow to the City of Hollywood Wastewater Treatment Plant. The City of Hallandale Beach has entered into a "Large User Agreement" with the City of Hollywood for wastewater treatment. The development will have 432 keys for the hotel, and per BC code Chapter 27 this would generate 150 gallons/day per key or 64,800 gallons per day, plus 84 condo units at 250 gallons/day or 21,000 gallons per day, plus a 20 seat restaurant at 30 gallons per seat or 600 gallons per day for a total of 86,400 gallons/day. The proposed site could generate an average daily wastewater flow of 86,400 GPD or 0.086 MGD and a maximum (peak) average daily wastewater demand of 345,600 GPD or 0.346 MGD. The development will connect to an existing 8" diameter sanitary gravity main running south along SE 26th Avenue to Diana Drive with a service lateral to the new building.

2. **Potable water. A description of the amount of potable water to be consumed by the proposed development and how connections to municipal systems are to be accomplished, including the practicality of such connections and the capability of the system to accommodate the demand, is required.**

The proposed site is within the City of Hallandale Beach and is served by the City of Hallandale Beach water distribution system and Water Treatment Plant. The proposed site could generate an average daily potable water of 86,400 GPD or 0.086 MGD and a maximum (peak) average potable water demand of 345,600 GPD or 0.346 MGD. Immediately adjacent to the site, within the South Right-of-way of Hallandale Beach Boulevard there are two water distribution mains running east-west owned by the City of Hallandale Beach. One main is 12" diameter and the other is 10" diameter. The 10" diameter main is actually located on our property for 240 feet of its' easterly length up to the Intracoastal Waterway. There is no easement known to exist for this main. In addition there is an 8" water distribution main running north-south within the SE 26th Avenue Right-of-Way along the western edge of the property. It is not anticipated that offsite water main extensions/improvements will be necessary. Re-routing of the on-site 10" main and 8" main along SE 26th Avenue will most likely be required.

3. **Solid waste. A description of the amount of solid waste to be generated by the proposed development and methods to be employed in collection, disposal, and resource recovery operations is required.**

The facility will provide a dumpster on the ground floor of the parking garage, located on the property adjacent to the Hallandale Beach Boulevard Right-of-Way. The applicant has met with the Public Work's Department and will also add a recycling dumpster to the service the site.

4. **Traffic. A description of vehicular traffic to be generated by the proposed development and its impact on both an average daily and peak hour basis as related to both current roadway usage, projected roadway usage, and design capacities at:**
 - Vehicular access points to the site; and
 - Street intersections within a 1,000-foot radius of the site; is required. Measures that will be taken by the developer to reduce any adverse traffic impact generated by the development on or off the site shall be indicated, including such improvements as additional rights-of-way dedications, improved traffic signalization, and acceleration or deceleration lanes.

A Traffic study and recommendations has been provided under separate cover.

5. **Public safety. A description of the impact of the proposed development on existing police, fire and rescue services, including personnel requirements, distance to stations, response times, and equipment needs and what measures are proposed to alleviate any demands and problems to be created by the development is required.**

It is not anticipated that the proposed development will place an undue demand on the existing police, fire and rescue services available to serve the development. In particular, there are three fire stations within the City of Hallandale Beach available to serve the site at the following locations:

- Fire Station 7 (121 SW 3 Street) is approximately 1.7 miles from the site. Fire Station #7 houses several fire suppression and emergency medical units. From this station, Rescue #7, Engine #7, Quint #7, and Battalion Chief #7 respond to

calls in their assigned zone. This station provides housing for emergency personnel 24 hours a day, 7 days a week.

- Fire Station 60 (2801 E. Hallandale Beach Blvd.). Fire Station #60 is located under the water tower on North Beach. From this station, Rescue #60 and Engine #60 respond to emergency calls on South Ocean Drive. This station is also staffed 24 hours a day, 7 days a week.
- Fire Station 90 (101 Three Islands Boulevard). Fire Station #90 houses a single rescue unit. Rescue #90 responds to medical calls in their zone, as well as fire calls and motor vehicle crashes. Station #90 is fully staffed 24 hours a day, 7 days a week.

The City of Hallandale Police Department will provide police service to the site. It is not anticipated that the proposed development will place an undue demand on police service in the City. Public entrances will be clearly defined by walkways and signage. Building entrances will be accentuated through architectural elements, lighting, landscaping and/or paving stones. Parking areas and walkways will be well lit.

- 6. School facilities. A description of the impact of the proposed development on school facilities, including both preschool and school-age population generated, distance to and current enrollment levels and capacities of existing schools which would serve the development, and what measures are proposed to alleviate any problems to be created by the development is required.**

A Public School Impact Application has been submitted to Broward County School District, see Exhibit E.

- 7. Parks and open space. A description of the impact of the proposed development on parks and open space, including the number, type, size, capacity and current usage of, and distance to park, recreational and open space facilities currently available, and what measures are proposed to alleviate any problems to be created by the development, is required.**

It is not anticipated that the proposed project will have any negative impact on the park facilities. In fact this project will enhance the open space along the intra-coastal waterway. The following facilities (with the exception of the pool) are within a 15 minute walk from the site.

- North Beach Park, A1A and Hallandale Beach Boulevard
- South Beach Park, A1A and Hallandale Beach Boulevard
- Hallandale Beach Marina
- Scavo Park
- Diplomat Resort and Country Club
- Hallandale Beach Municipal Pool

- 8. Community facilities. A description of the impact of the proposed development on existing community facilities, such as libraries, cultural attractions and houses of worship, including the number, type, size, capacity and current usage of and distance to such facilities, and what measures are proposed to alleviate any problems to be created by the development, is required.**

It is not anticipated that the proposed project will have any negative impact on the City's community facilities. Specifically, the residents of the proposed project will have access to the following community facilities:

- North Beach Community Center, 2801 E. Hallandale Beach Blvd Hallandale Beach's recently completed state of the art building to be used for meetings, events or social gatherings. The facility boasts sweeping unobstructed ocean views from atop the second level veranda.
- Hallandale Beach Cultural Community Center, 410 SE 3 Street: Hallandale Beach's Cultural Community Center is a newly renovated 13,700 square foot facility designed to house programs for the visual and performing arts, education, special events and community rentals. The facility consists of an auditorium, three multi-purpose activity rooms, restrooms, dressing rooms and a kitchen.
- Hallandale Beach Teen Center, Johnson Park, 900 NW 8 Avenue.
- Hallandale Beach Curci Village, SW 1st Avenue and SW 3rd Street
- Broward County Library, Hallandale Beach Branch, 300 S. Federal Highway, Hallandale Beach, FL 33009.
- Churches and Synagogues:
 - Bethlehem Lutheran Church
214 W. Hallandale Beach Blvd.
954-454-2954
 - Chabat of South Broward
1295 East Hallandale Beach Blvd.
(954) 458-1877
 - Haitian United Methodist Mission
712 SW 6 Avenue
954-458-8854
 - Greater Ward Chapel AME Church
900 NW 6 Avenue
954-458-3233
 - Greater Mount Everett Missionary Baptist Church
318 NW 9 Street
954-454-2203
 - First Baptist Church of Hallandale
214 W. Hallandale Beach Blvd.
954-457-7751
 - St. Mathew Catholic Church
542 Blue Heron Drive
954-458-1590
 - Greater Hallandale Church of God

821 NW 2 Avenue
954-454-6882

Bethel House of God
516 NW 4 Avenue
954-454-4020

Ebenezer Baptist Church
816 NW 1 Avenue
954-454-0245

Friendship Missionary Baptist Church
620 NW 2 Avenue
954-458-0022

Higher Vision
501 NW 1 Avenue
954-457-9292

Believers of Christ
1026 NW 8 Street
954 454-2300

Spirit of Life Ministry
27 W. Hallandale Beach Blvd.
954-456-4420

Potters House
668 W. Hallandale Beach Blvd.
954-455-2960

Bait-ul Naseer Mosque
Ahmadiyya Muslim Community
208 NW 7 Court
954-241-7373

9. **Historical aspects.** A description of any known historical or archeological sites existing on the site, their importance and what measures will be employed to protect them both during and after construction is required.

There are no known historical or archeological sites on the property.

10. **Scenic vistas.** A description of the impact of the proposed development on existing scenic vistas from or through the site and what measures are to be taken to ensure the preservation of such vistas is required.

There will be no impact to existing scenic vistas.

11. **Low- and moderate-priced housing.** A description of the proposed development's contribution, if any, to the city's inventory of low- and

moderate-priced housing units (sale or rental), and what measures are to be taken to ensure the permanency of such housing is required.

This development is primarily a hotel development and will not have an affordable housing component.

K. Generation of Taxes

According to the Broward Property Appraiser, the property located at 2600 East Hallandale Beach Boulevard has an assessed value of \$4,082,730 that generates \$24,088.11 in ad valorem taxes for the City of Hallandale Beach. At project build out, the proposed valuation of the project is estimated at \$90 million that would generate approximately \$531,000 in ad valorem taxes; assuming the current millage rate of 5.9. It should also be noted that this development is located outside of the City's Community Redevelopment Area (CRA) so all new ad valorem revenue generated would go to the City's general fund.

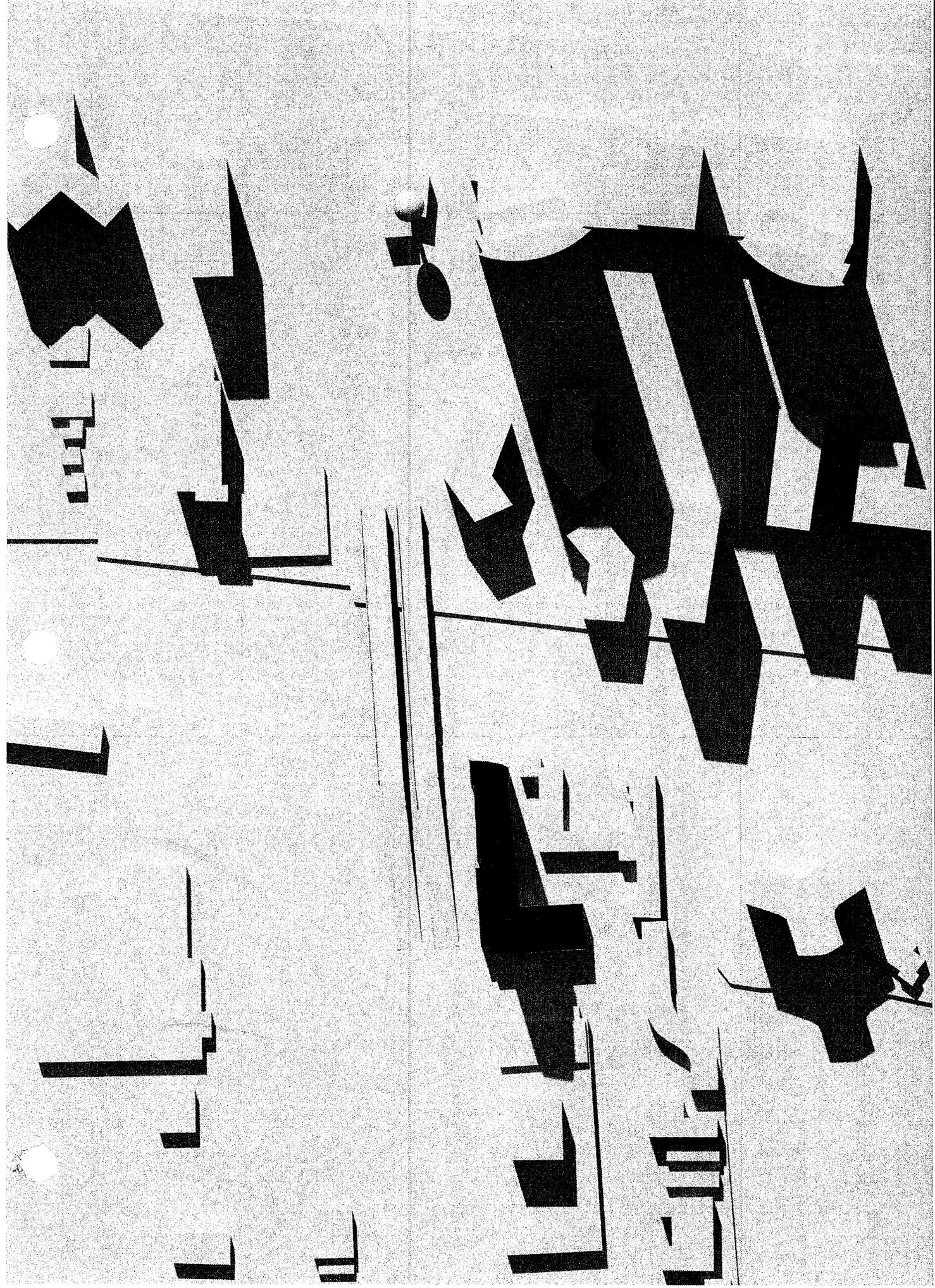
L. Green Building

In accordance with Section 32-787(k), the development is required to obtain a green building certification from a recognized environmental rating agency. The applicant will seek designation as through the Florida Green Lodging Program by the Florida Department of Environmental Protection. Currently, no lodging facility in the City of Hallandale Beach has the Florida Green Lodging designation.

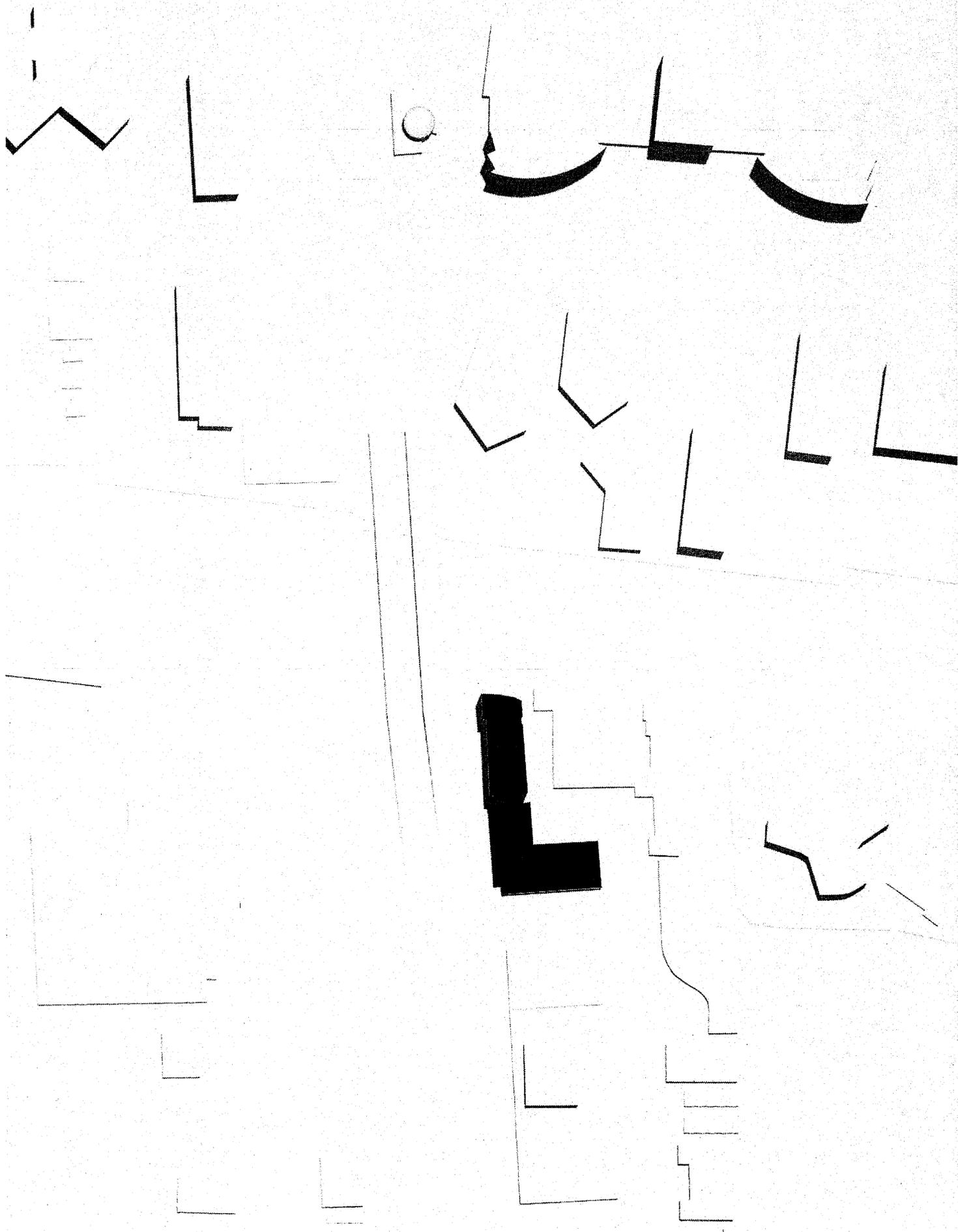
M. Shadow Study

At the August 25, 2011 DRC meeting, planning staff requested the applicant provide the attached shadow study. While the City's Zoning and Land Development regulations do not provide a standard for such study, staff requested that the study show the winter and summer solstice. The applicant has provided the following (see attached):

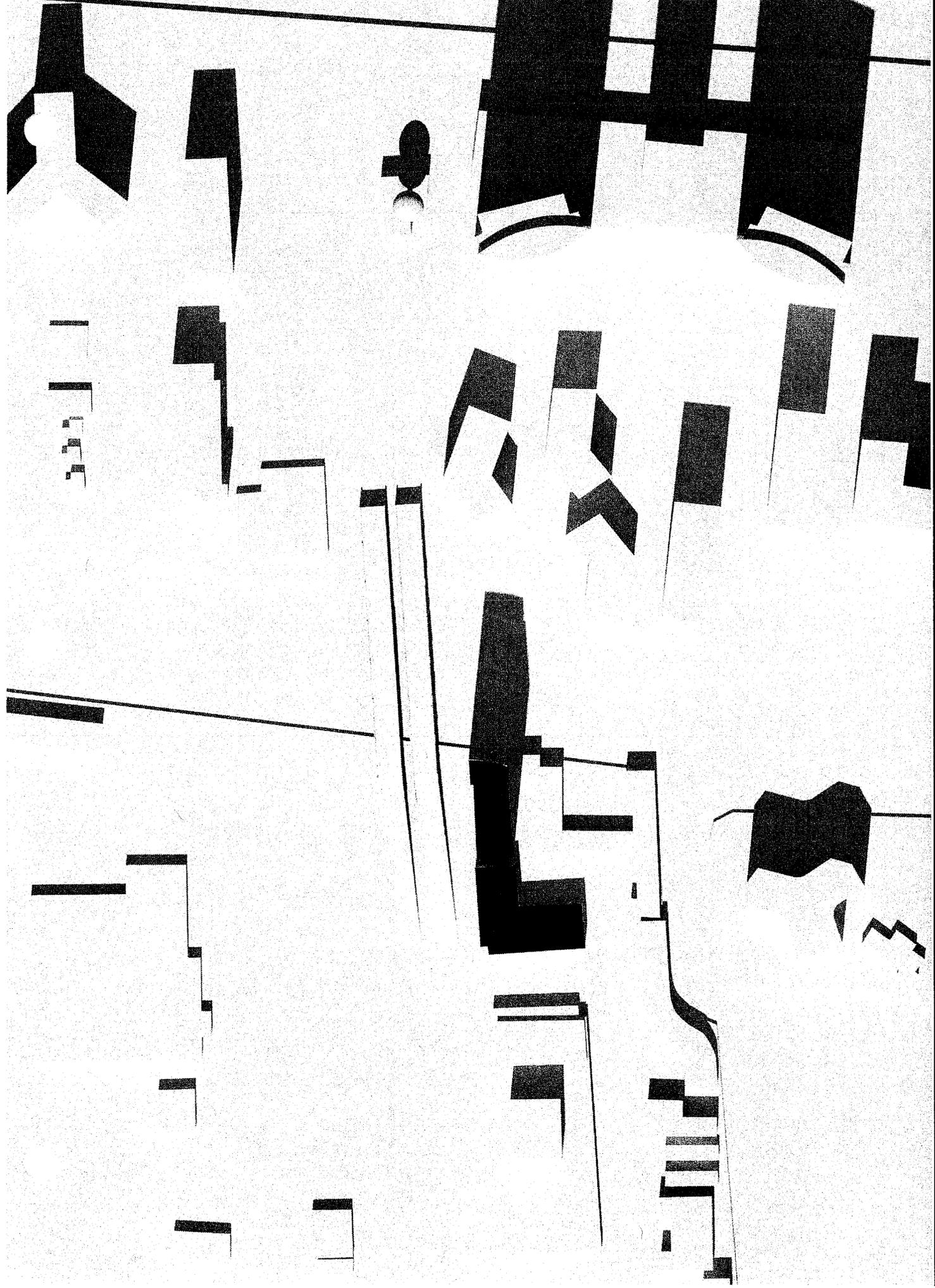
Summer Solstice: 8:00 AM, 12:00 PM and 4:00 PM
Winter Solstice: 8:00 AM, 12:00 PM and 4:00 PM



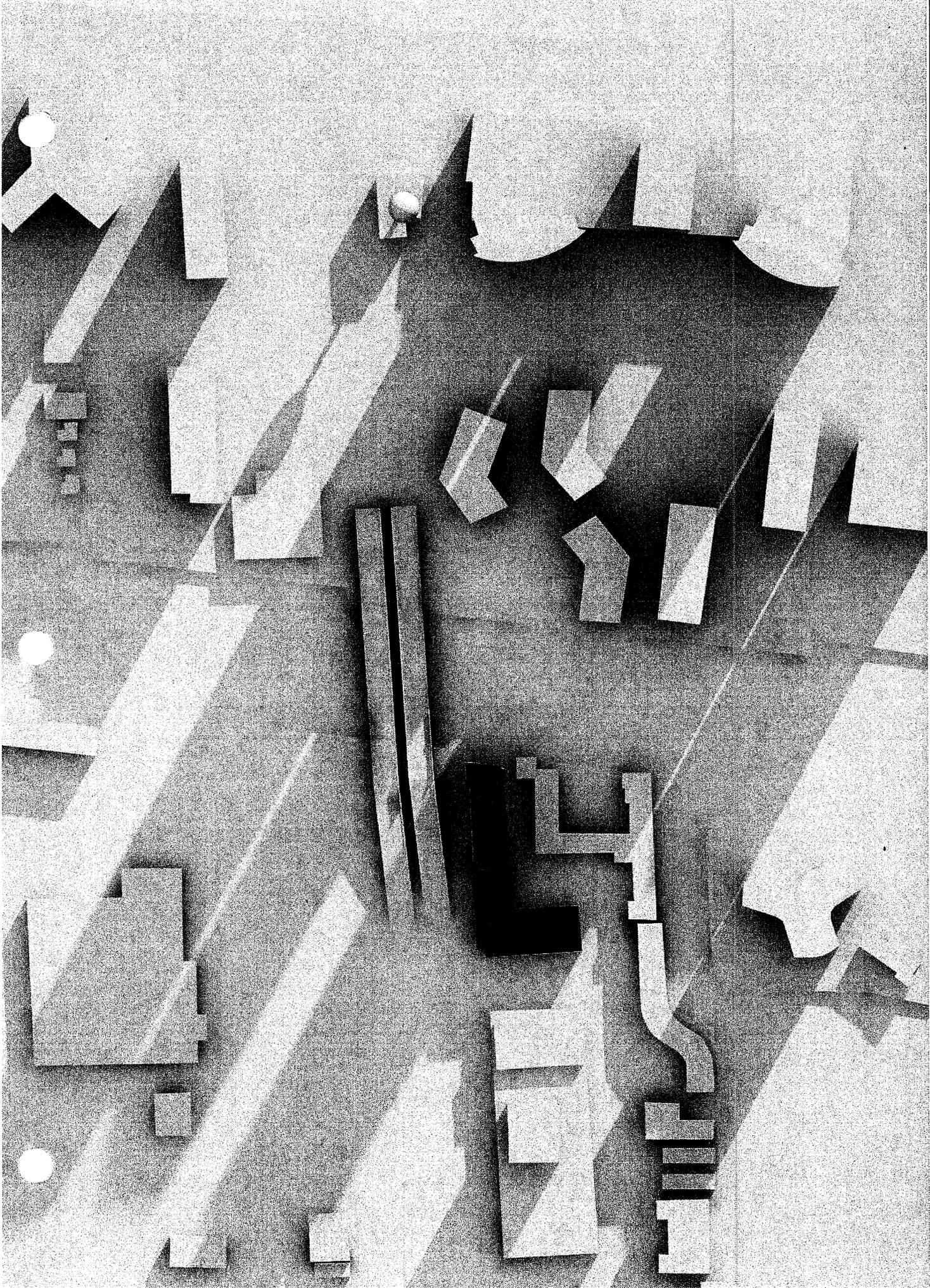
Summer 8 AM



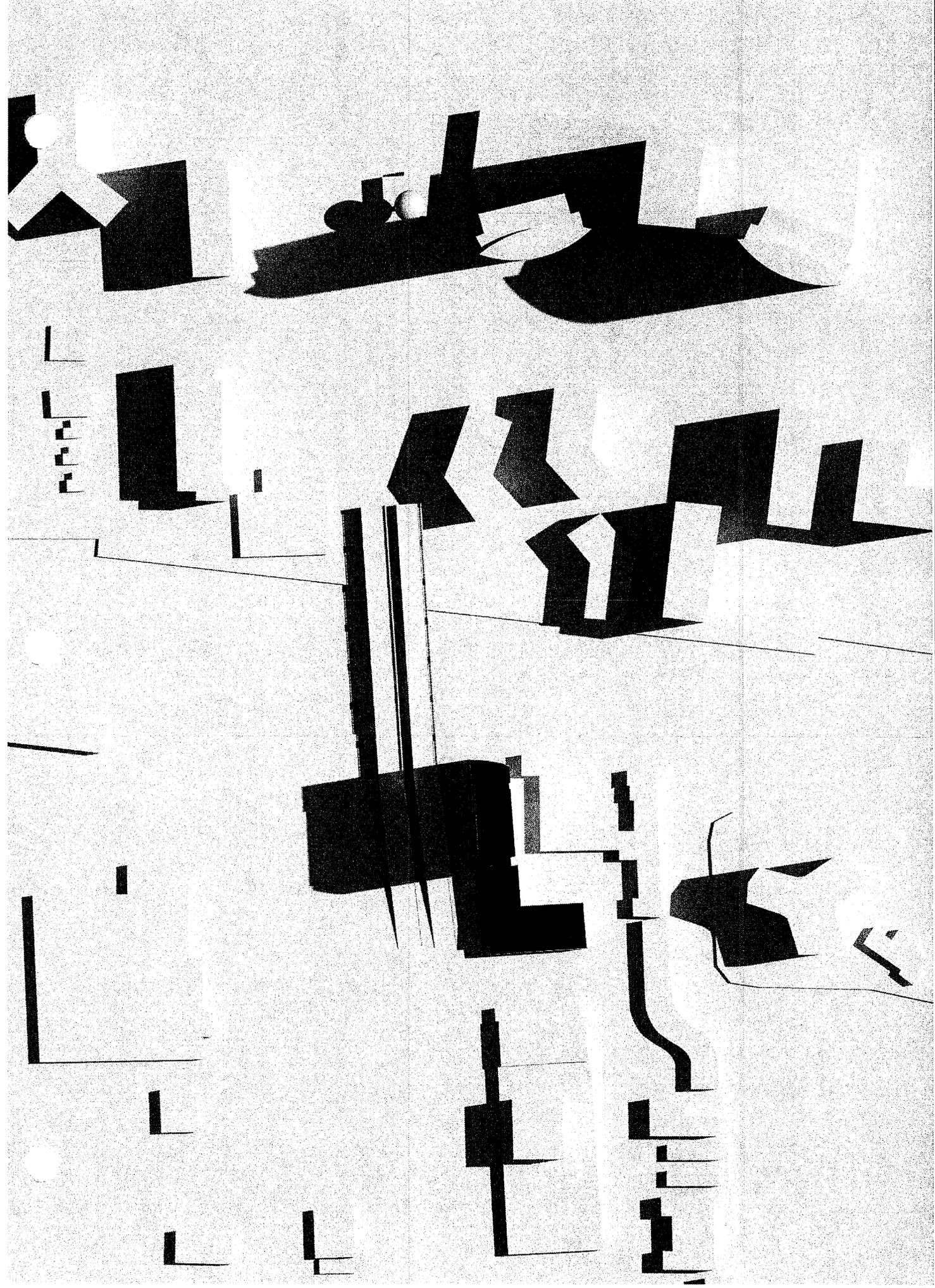
Summer 12 PM



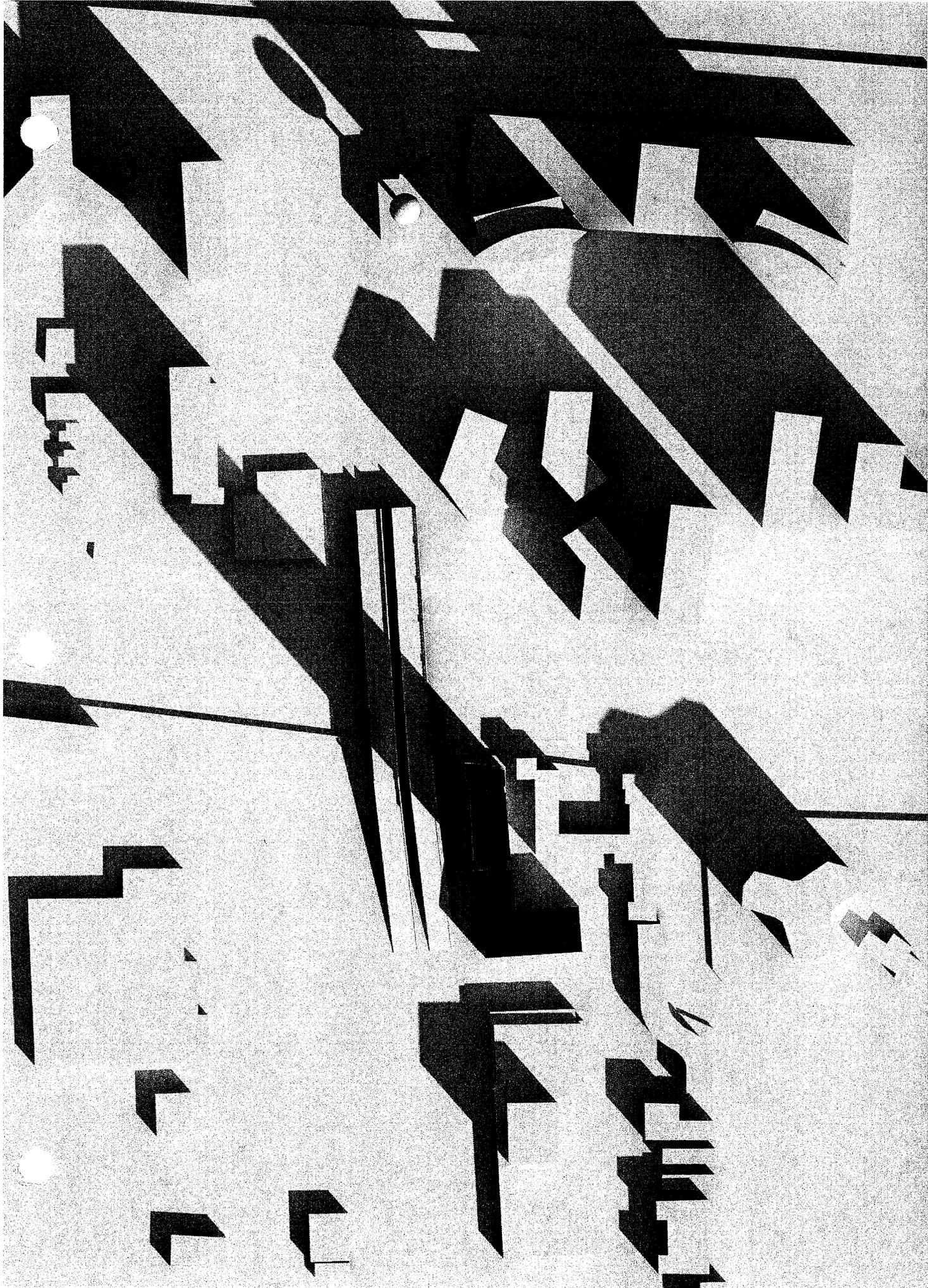
Summer 4 PM



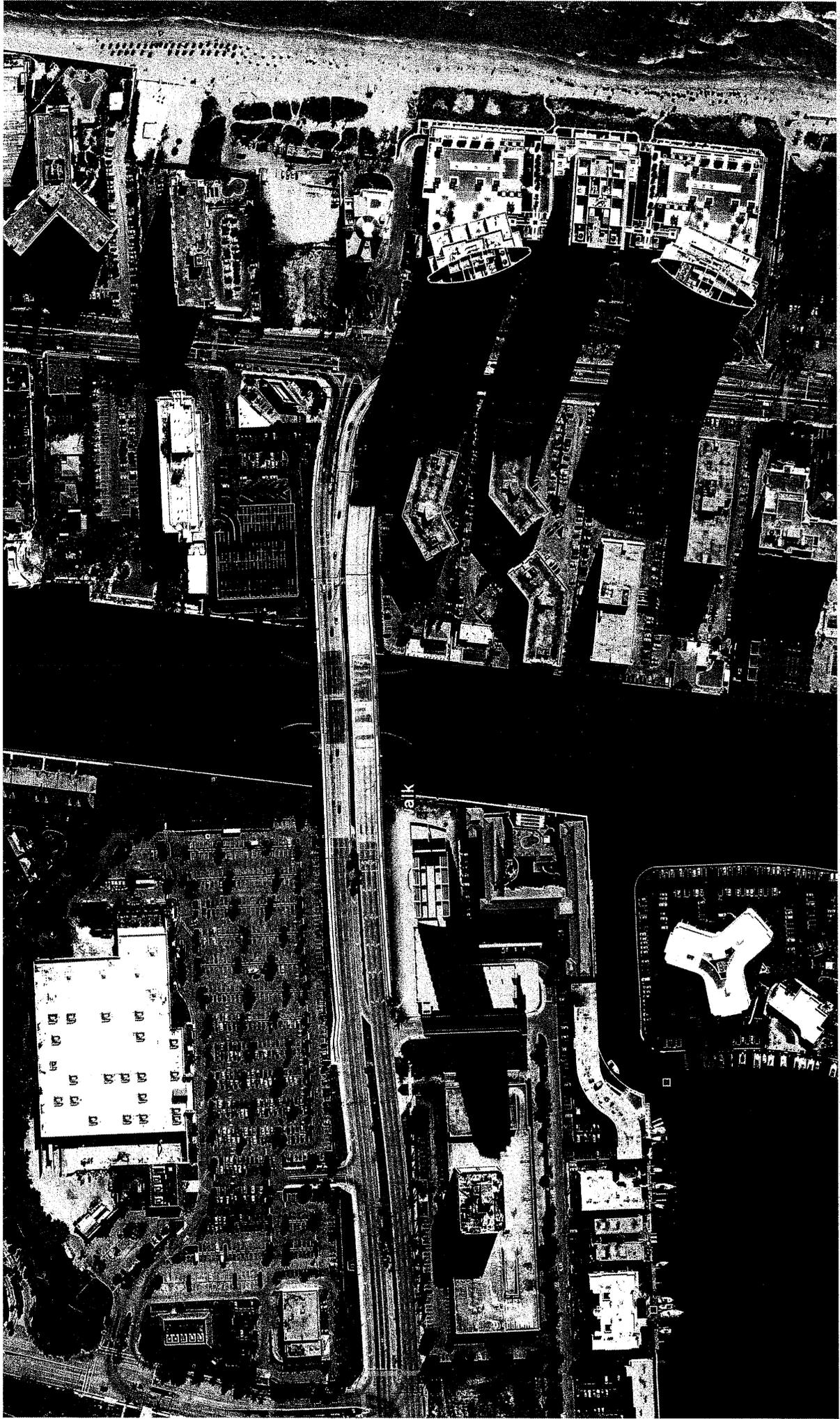
Winter 8 AM



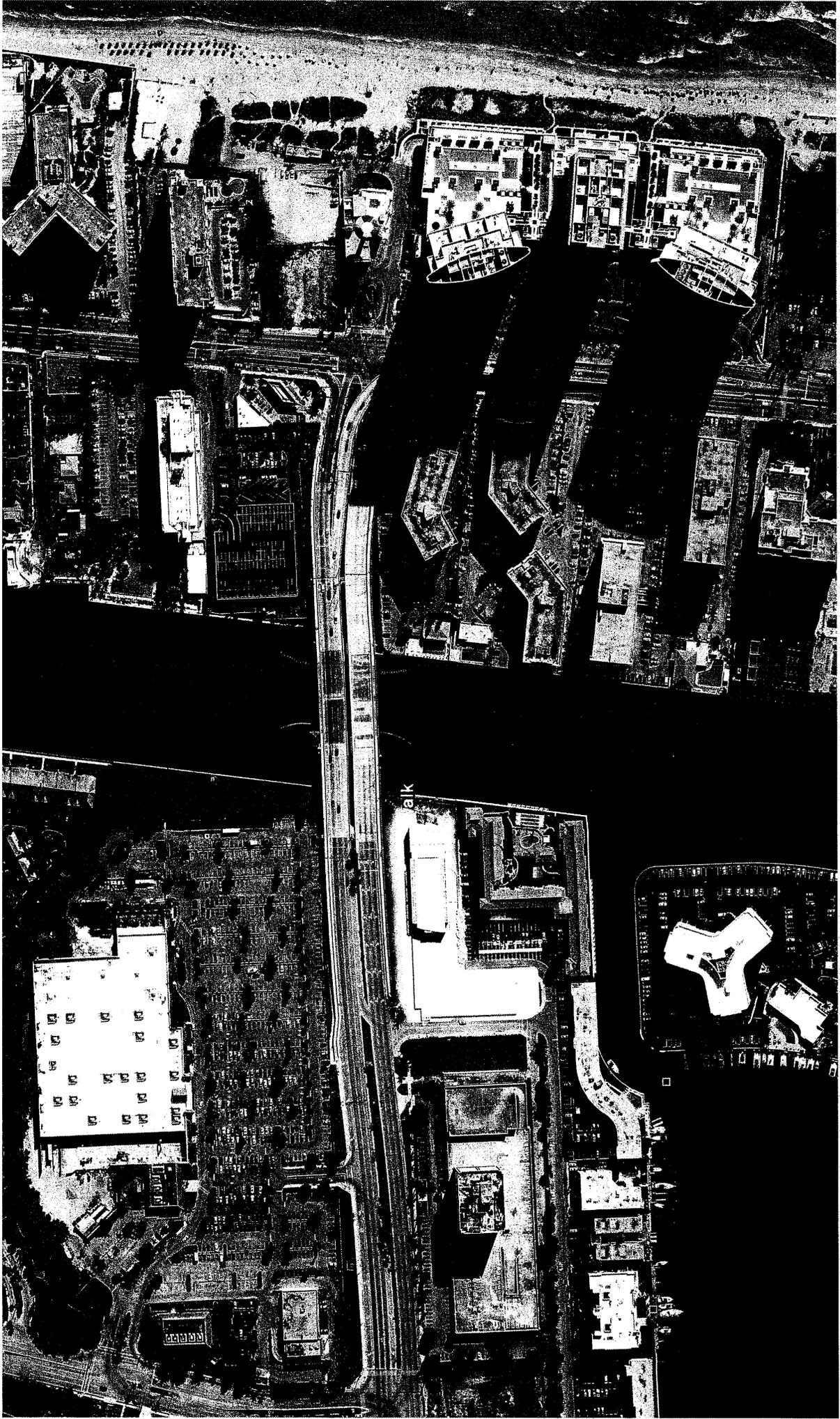
Winter 12 PM



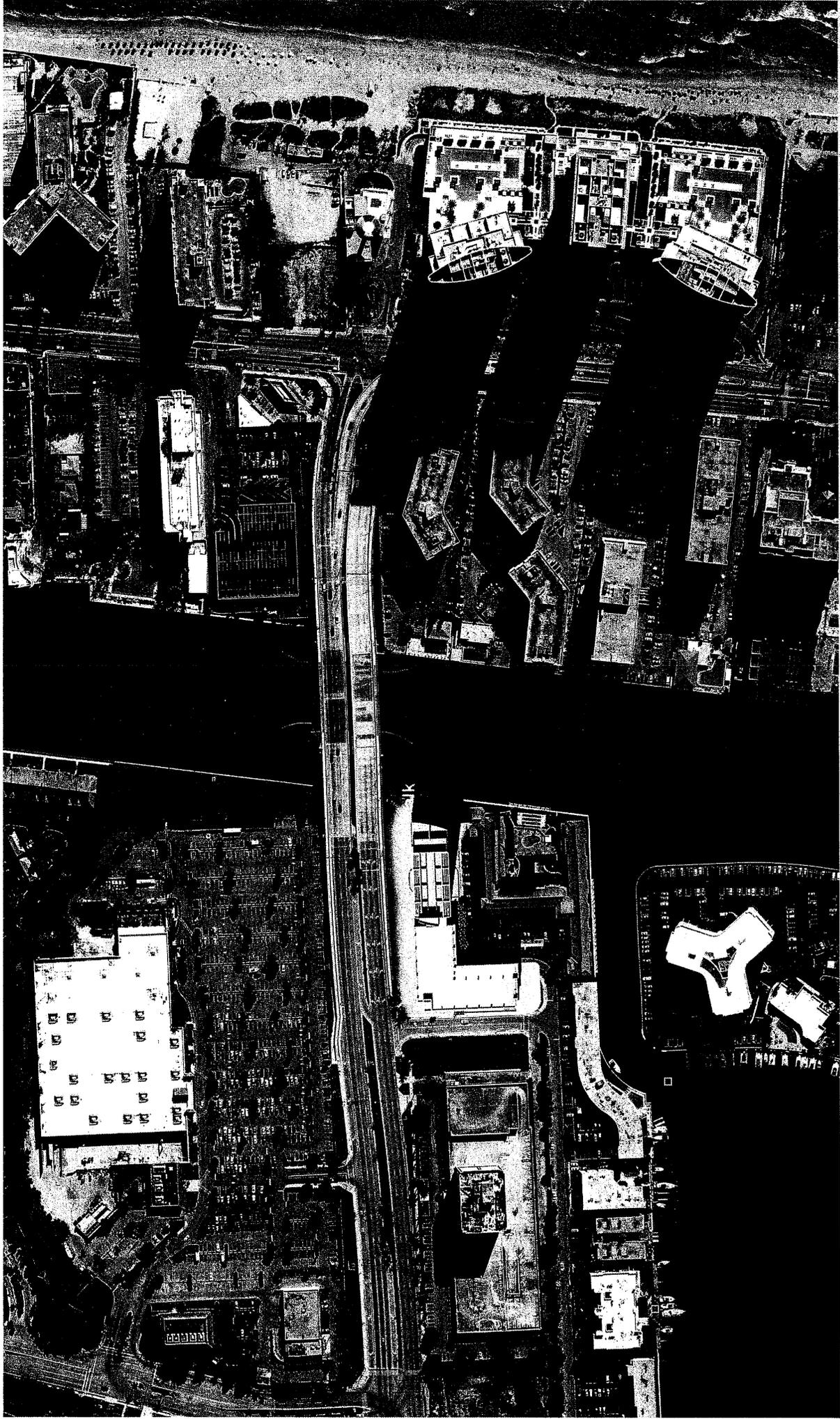
Winter 4 PM



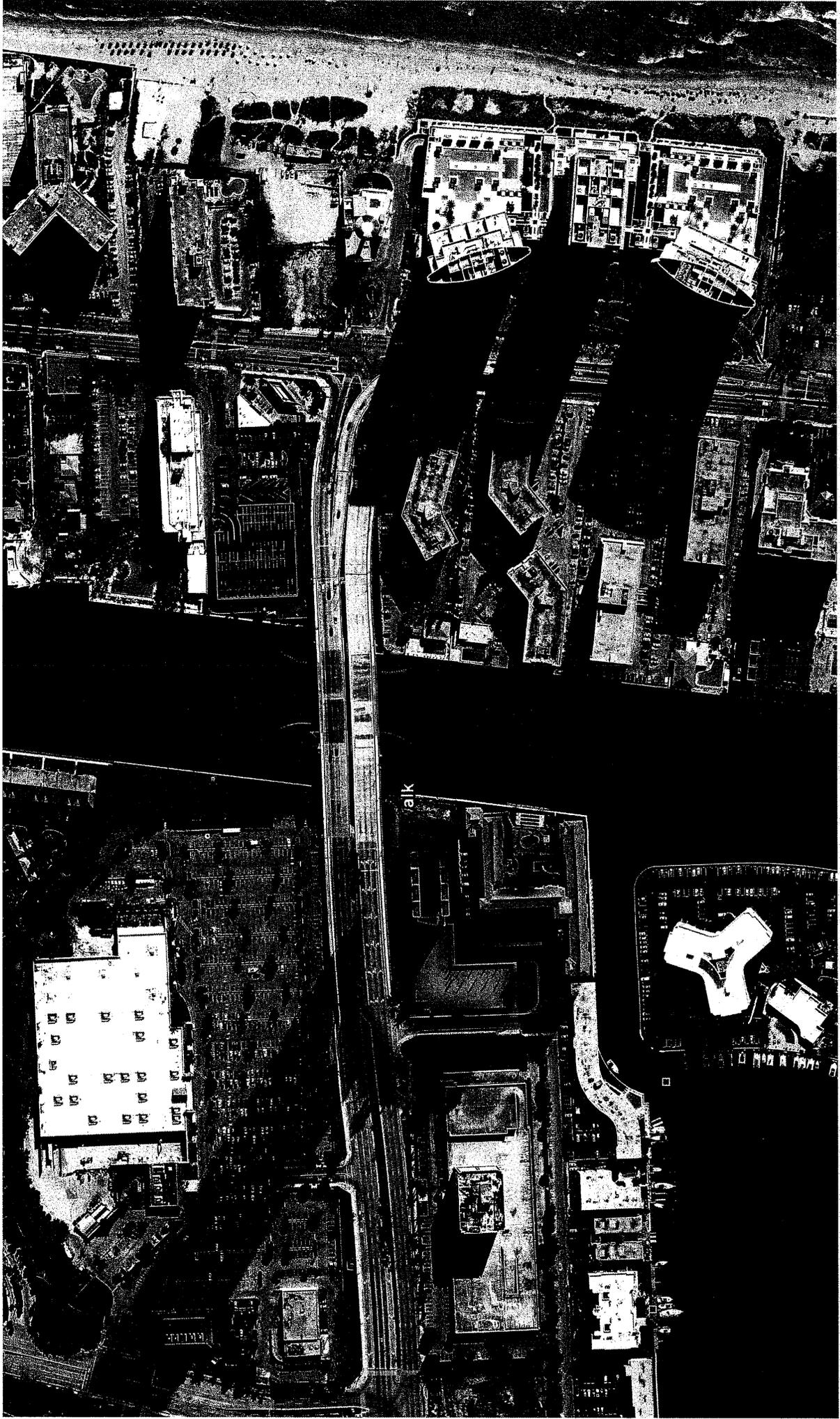
SUMMER SOLSTICE 8AM



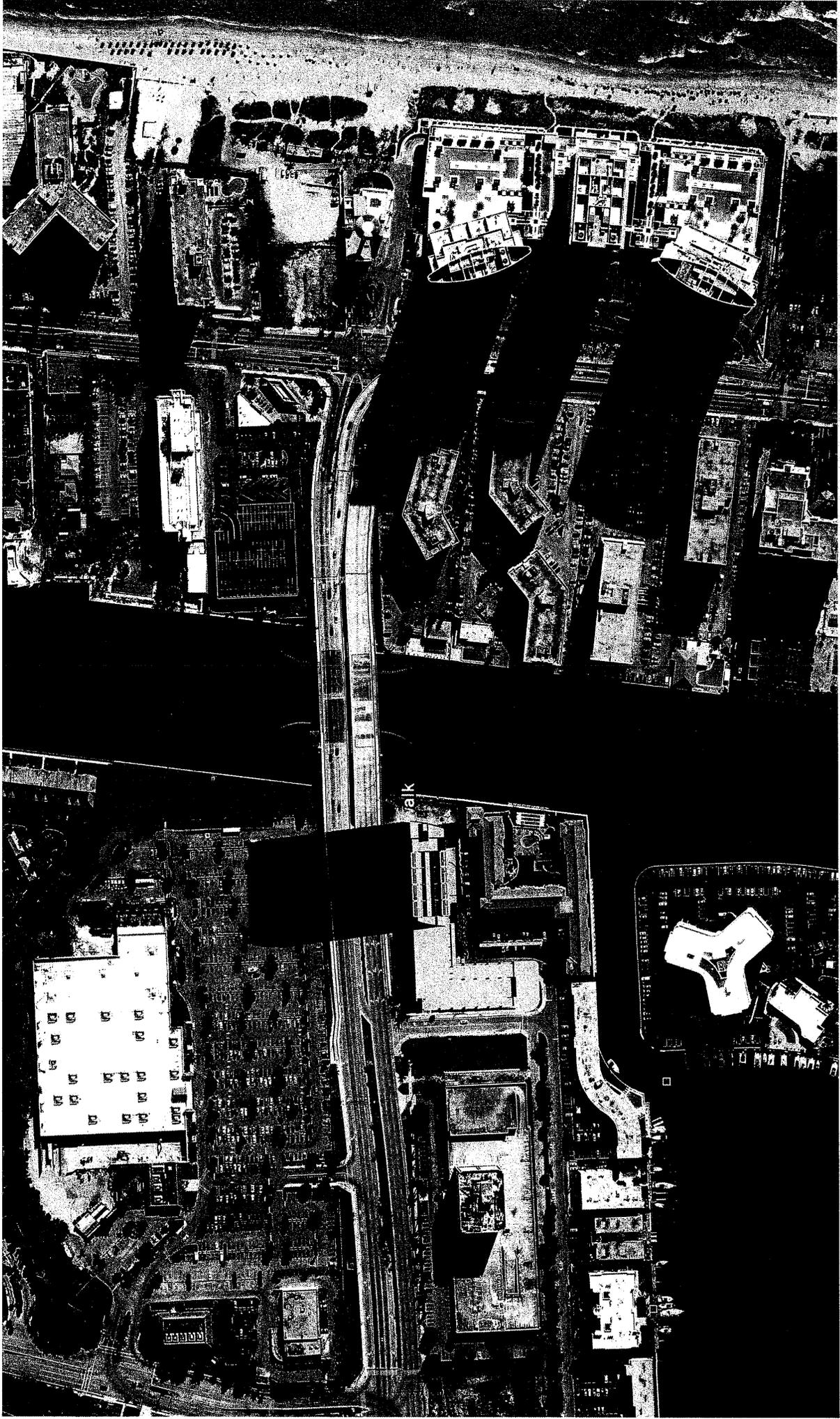
SUMMER SOLSTICE 12PM



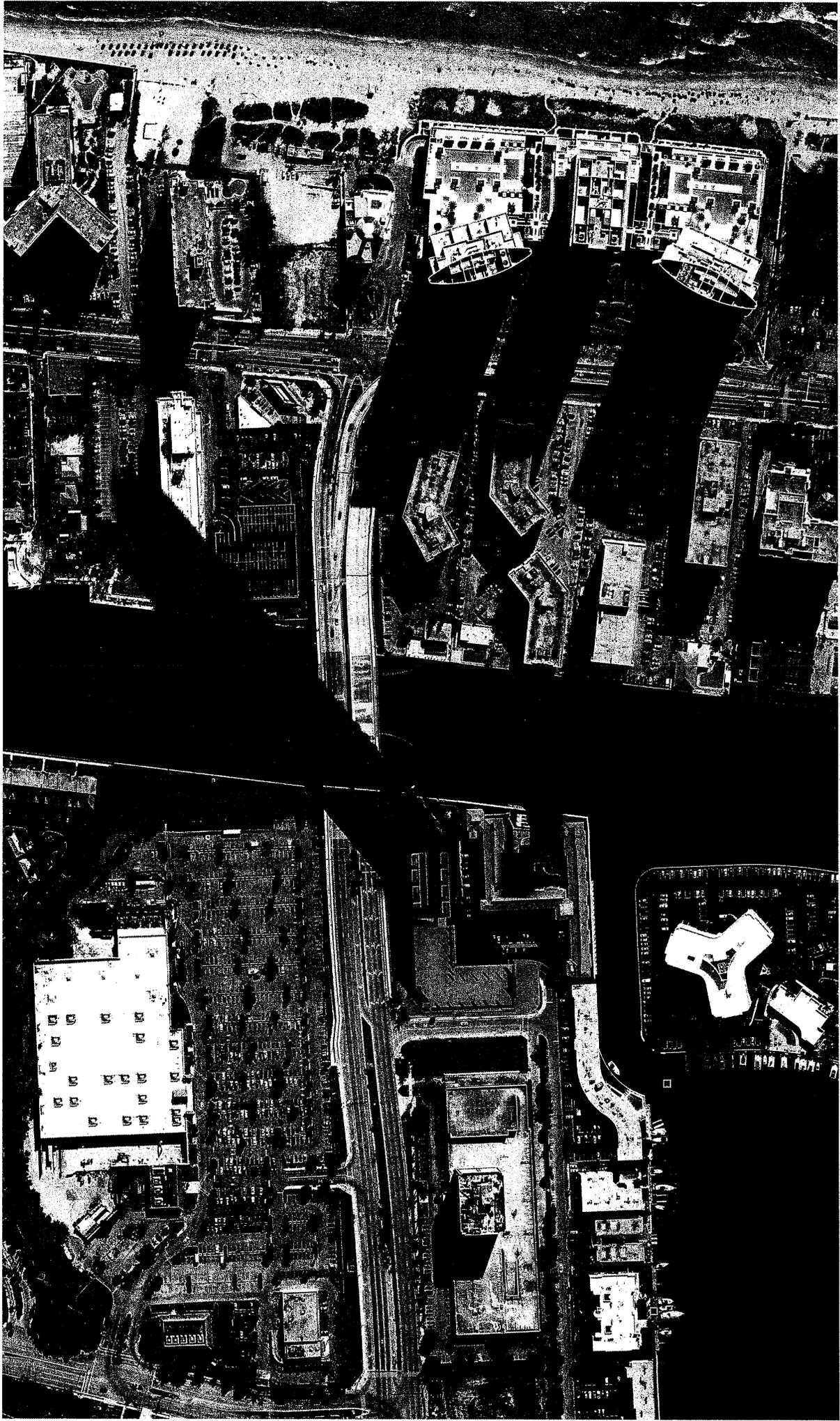
SUMMER SOLSTICE 4PM



WINTER SOLSTICE 8AM



WINTER SOLSTICE 12PM



WINTER SOLSTICE 4PM

SEE ATTACHED SET OF PLANS

Prepared by and return to:
H. Randolph Klein

Klein & Klein, LLC
333 NW 3 Avenue
Ocala, FL 34475
352-732-7750
Parcel #: 514226-08-0030 and 514226-12-0010

File Number: RESNET 297901
Will Call No.:

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 20th day of April, 2011 between T D BANK, N.A., SUCCESSOR BY MERGER WITH CAROLINA FIRST BANK, a South Carolina Banking corporation whose post office address is P.O. Box 9540, Portland, ME 04112, grantor, and PRE-2600 HALLANDALE BEACH, LLC, a Florida limited liability company whose post office address is 315 S. Biscayne Blvd., Miami, FL 33131, grantee:

(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 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 Broward County, Florida, to-wit:

See Exhibit "A" attached hereto for Legal Description

Subject to taxes for the year 2011 and all subsequent years, and subject to easements, restrictions, reservations, covenants, or agreements of record, if any, which are not intended to be 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; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

DoubleTimes

(6)

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:

Shannon L. Lyons
Witness Name: Shannon L. Lyons

Randy [Signature]
Vice President of
TD BANK, N.A., a National Association,
successor by merger with Carolina First
Bank, a South Carolina Banking Corporation

Deborah [Signature]
Witness Name: Deborah [Signature]

THIS IS NOT AN
OFFICIAL COPY

State of Maine
County of Cumberland

The foregoing instrument was acknowledged before me this 08th day of April, 2011 by Florinda Franklin
Vice President of TD BANK, N.A., a National Association, successor by merger with Carolina First Bank a South Carolina
Banking Corporation, on behalf of the Bank. She is personally known to me or has produced a driver's license as
identification.

[Notary Seal]

Tara Golzbein
Notary Public

Printed Name: Tara Golzbein

My Commission Expires: January 10, 2014

TARA GOLZBEIN
Notary Public, Maine



EXHIBIT "A"

LOT 1, IN BLOCK 1, OF GOLDEN ISLES SECTION 'E', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

TOGETHER WITH:

LOT 6, 7, 8, 9, 10, AND 11, IN BLOCK 1, OF SECTION NO. 1, GOLDEN ISLES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS STATE ROAD RIGHT-OF-WAY;

TOGETHER WITH:

THAT PART OF PARCEL 'B', OF GOLDEN ISLES SECTION 'E', AS RECORDED IN PLAT BOOK 46, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 'B', RUN WESTERLY AND ALONG THE SOUTH RIGHT-OF-WAY OF HALLANDALE BEACH BOULEVARD, 179.44 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 1, SECTION NO. 1 GOLDEN ISLES, PLAT BOOK 13, PAGE 1, OF THE PUBLIC RECORDS BROWARD COUNTY, FLORIDA; THENCE RUN SOUTHERLY AND ALONG THE EAST LINE OF SAID LOT 6, BLOCK 1, SECTION NO. 1, GOLDEN ISLES, 75.00 FEET; THENCE RUN WESTERLY AND ALONG THE SOUTH LINE OF SAID LOTS 6, 7, 8, 9, 10, AND 11, BLOCK 1, SECTION NO. 1, GOLDEN ISLES, 165.00 FEET; THENCE RUN SOUTHERLY AND ALONG THE WEST LINE OF SAID PARCEL 'B', 46.00 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL 'B', 324.30 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY; THENCE NORTHERLY AND ALONG SAID WESTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (SAID LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL 'B'), A DISTANCE OF 122.66 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 'B' AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE LANDS DESCRIBED AS PARCEL NO. 107, AS CONTAINED IN THE STIPULATED ORDER OF TAKING AND FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 25079, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

RESNET 297901
Page 1 of 4

M/A 181,842,826V2

ALSO KNOWN AS:
PARCEL 1:

THAT PART OF LOT 1 IN BLOCK 1 OF GOLDEN ISLES SECTION 'E' IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL NO. 107, AS CONTAINED IN THE STIPULATED ORDER OF TAKING AND FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 25079, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THAT PART OF LOT 1 IN BLOCK 1 OF GOLDEN ISLES SECTION 'E' IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 87°08'38" EAST ALONG THE BASELINE OF SURVEY FOR STATE ROAD 858 (HALANDALE BEACH BOULEVARD), (SECTION 86200-2514), A DISTANCE OF 777.95 FEET; THENCE SOUTH 02°51'22" EAST, A DISTANCE OF 75.00 FEET (75.03 FEET, FIELD) TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 1 OF GOLDEN ISLES SECTION 'E', SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 87°08'38" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, ALSO BEING THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE FOR SAID STATE ROAD 858, A DISTANCE OF 72.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEASTERLY AND HAVING A CHORD BEARING OF SOUTH 42°08'38" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 22.00 FEET, AN ARC DISTANCE OF 34.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE END OF SAID CURVE; THENCE SOUTH 02°51'22" EAST, A DISTANCE OF 217.00 FEET; THENCE SOUTH 45°17'32" EAST, A DISTANCE OF 14.90 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 1 IN BLOCK 1 OF GOLDEN ISLES SECTION "E"; THENCE SOUTH 87°08'38" WEST ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 60.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02°51'22" WEST ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

RESNET 297901
Page 2 of 4

MIA 181.842.626v2

SAID PARCEL 1 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1 OF GOLDEN ISLES SECTION 'E' IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 87°08'38" EAST ON THE NORTH BOUNDARY LINE OF SAID LOT 1, ALSO BEING THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE FOR STATE ROAD 858 (HALLANDALE BEACH BOULEVARD), (SECTION 86200-2514), A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 87°08'38" EAST ON SAID NORTH LINE, A DISTANCE OF 18.00 FEET TO A POINT ON THE ARC OF A TANGENT CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY, ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE EAST BOUNDARY LINE OF SAID LOT 1;

THENCE SOUTH 02°51'22" EAST ON SAID EAST LINE, A DISTANCE OF 200.00 FEET TO A POINT ON THE ARC OF A TANGENT CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 1;

THENCE SOUTH 87°08'38" WEST ON SAID SOUTH LINE, A DISTANCE OF 29.94 FEET;

THENCE NORTH 45°17'32" WEST, A DISTANCE OF 14.90 FEET TO THE EAST LINE OF PARCEL NO. 107, AS CONTAINED IN THE STIPULATED ORDER OF TAKING AND FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 25079, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 02°51'22" WEST ON SAID EAST LINE, A DISTANCE OF 217.00 FEET TO A POINT ON THE ARC OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC DISTANCE OF 34.56 FEET TO THE POINT OF BEGINNING;

PARCEL 2:

LOT 6, 7, 8, 9, 10, AND 11, IN BLOCK 1, OF GOLDEN ISLES SECTION NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS STATE ROAD RIGHT-OF-WAY;

TOGETHER WITH:

THAT PART OF PARCEL B, OF GOLDEN ISLES SECTION E, AS RECORDED IN PLAT BOOK 46, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 'B' RUN WESTERLY AND ALONG THE SOUTH RIGHT-OF-WAY OF HALLANDALE BEACH BOULEVARD, 179.44 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 1, GOLDEN ISLES SECTION No. 1, PLAT BOOK 13, PAGE 1, OF THE PUBLIC RECORDS BROWARD COUNTY, FLORIDA; THENCE RUN SOUTHERLY AND ALONG THE EAST LINE OF SAID LOT 6, BLOCK 1, GOLDEN ISLES SECTION No. 1, 75.00 FEET; THENCE RUN WESTERLY AND ALONG THE SOUTH LINE OF SAID LOTS 6, 7, 8, 9, 10, AND 11, BLOCK 1, GOLDEN ISLES SECTION No. 1, 165.00 FEET; THENCE RUN SOUTHERLY AND ALONG THE WEST LINE OF SAID PARCEL 'B', 46.00 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL 'B', 324.30 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY; THENCE NORTHERLY AND ALONG SAID WESTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (SAID LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL 'B'), A DISTANCE OF 122.66 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 'B' AND THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF HALLANDALE BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL NET AREA OF 56,280 SQUARE FEET (1.292 ACRES) MORE OR LESS.

**OPERATING AGREEMENT OF
PRH-2600 HALLANDALE BEACH, LLC
(a Florida limited liability company)**

THIS OPERATING AGREEMENT (the "Operating Agreement") is entered into by PRH INVESTMENTS, LLC, a Florida limited liability company (the "Member"), effective as of the 4th day of April 2011.

RECITAL

The Member desires to form **PRH-2600 HALLANDALE BEACH LLC**, a limited liability company (the "Company"), under the Florida Limited Liability Company Act (the "Act") for the purposes set forth herein, and, accordingly, desires to enter into this Operating Agreement in order to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Member.

NOW, THEREFORE, the Member, intending to be legally bound by this Operating Agreement, hereby agrees as follows:

1. Organization. The Member hereby organizes the Company as a Florida limited liability company pursuant to the provisions of the Act.

2. Purpose; Powers. The purpose of the Company shall be (i) any lawful purpose; and (ii) to do all other activities in connection therewith. The Company shall have all powers of a limited liability company under the Act and the power and authority to do all things necessary or convenient to accomplish its purpose and operate its business.

3. Capital. The Member shall have no obligation to make any additional capital contributions to the Company. The Member may make additional contributions of capital to the Company as the Member determines are necessary, appropriate or desirable.

4. Management by the Manager.

(a) PRH MANAGER, LLC is hereby appointed as the manager (the "Manager") of the Company. The Manager shall have the full right, power and authority to manage the affairs of the Company and to bind the Company, to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed to be necessary, appropriate or desirable to carry out or further the business of the Company. In performing its duties, the Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case, prepared and presented by one or more agents or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented or counsel, public accountants or other persons as to matters which the Manager reasonably believes to be within such persons professional or expert competence.

(b) Delegation of Authority to Officers. The Manager may delegate such general or specific authority to the officers of the Company as it may from time to time consider desirable, and the officers of the Company may, subject to any restraints or limitations imposed by the Manager, exercise any authority granted to them.

5. Officers. The Manager may, but need not, elect a President, a Secretary, a Treasurer and one or more Vice-Presidents and such other officers and assistant officers and agents of the Company as may be deemed desirable by the Manager. Any two or more offices may be held by the same person. The following persons shall serve as the initial officers of the Company until their successors are duly elected and qualified:

Jorge M. Perez	President
Matthew Allen	Vice President
Jeffery Hoyos	Vice President/Secretary/Treasure
Eric Fordin	Vice President
Carlos Rosso	Vice President

(a) Duties. If elected, the officers shall have the following duties.

(i) President. The President shall have general and active management of the day-to-day business and affairs of the Company.

(ii) Vice-President. In case of the absence of the President, such duties shall, for the time being, devolve upon the Vice-President, who shall do and perform such other acts as the Manager or the President may, from time to time, authorize him or her to do.

(iii) Secretary. The Secretary shall act under the direction of the President and the Manager. The Secretary shall take the minutes of all meetings of the Member and the Manager and may sign, execute and deliver such documents and instruments as may be appropriately signed and executed in the name of the Company by a Secretary. The Secretary shall give, or cause to be given, notice of all meetings of the Member or the Manager, and shall perform such other duties as may be prescribed by the President or the Manager.

(iv) Treasurer. The Treasurer shall act under the direction of the President and the Manager. The Treasurer shall have custody of the Company's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The Treasurer shall disburse the funds of the Company as may be ordered by the Manager or the President, taking proper vouchers for such disbursements, and shall render to the President and the Manager, when the Manager so requires, an account of all transactions as Treasurer and of the financial condition of the Company.

(b) Removal. Any officer of the Company may be removed, with or without cause, by the Manager.

(c) Resignation. Any officer of the Company may resign upon written notice being made to the Manager. The resignation is effective upon receipt of the written notice by the Manager.

6. Liability of the Member or Manager. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a manager.

7. Capital Contributions. The Member has contributed to the Company property of an agreed value as listed in the books and records of the Company.

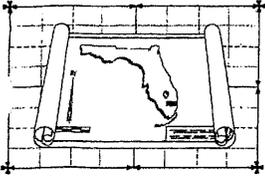
8. Indemnification. The Company shall indemnify the Member, the Manager, and any of the Member's or Manager's agents, affiliates, successors or assigns (individually, an "Indemnified Party") against any and all judgments, costs, losses, liabilities and damages (including attorneys' fees and expenses) paid or incurred by the Indemnified Party in connection with the activities of the Company or in dealing with third parties on behalf of the Company, to the fullest extent provided or allowed by law.

IN WITNESS WHEREOF, this Operating Agreement has been made and executed by the Member effective as of the date first written above.

MEMBER:

PRH INVESTMENTS, LLC, a
Florida limited liability company

By: 
Name: _____
Title: JEFFERY HOYOS
Vice President



BROWARD COUNTY PLANNING COUNCIL

115 SOUTH ANDREWS AVENUE, ROOM 307 ♦ FORT LAUDERDALE, FLORIDA 33301

April 20, 2011

Tracy H. Lautenschlager
Greenberg Traurig, P.A.
401 East Las Olas Boulevard, Suite 2000
Fort Lauderdale, Florida 33301

Dear Ms. Lautenschlager:

Re: Platting requirements for a parcel legally described as a portion of Lot 1, Block 1, and a portion of Parcel "B," "Golden Isles Section E," according to the Plat thereof, as recorded in Plat Book 46, Page 20, of the Public Records of Broward County, Florida, together with Lots 6-11, Block 1, "Golden Isles Section No. 1," according to the Plat thereof, as recorded in Plat Book 13, Page 1, of the Public Records of Broward County, Florida. This parcel is generally located on the south side of Hallandale Beach Boulevard, between Southeast 26 Avenue (relocated) and the Intracoastal Waterway, in the City of Hallandale Beach. ✓

This letter is in response to your request regarding the Broward County Land Use Plan's platting requirements for a proposed multi-family and hotel development on the above referenced parcel.

Regarding that portion of the parcel located in the "Golden Isles Section E" plat, Planning Council staff has determined that replatting is not required by Section D.2, Chapter IV, of the Broward County Land Use Plan. Section D.2. would not require replatting of parcels included in plats approved by the Broward County Commission and recorded after June 4, 1953. Information obtained from the Broward County Records Division indicates that the above referenced plat was recorded on February 19, 1958.

Regarding the remainder of the parcel located in the "Golden Isles Section No. 1" plat, Planning Council staff has determined that replatting is not required by Section D.2, Chapter IV, of the Broward County Land Use Plan for the proposed development, subject to compliance with any applicable Broward County Trafficways Plan requirement.

As per the criteria of Section D.2, replatting is required for the issuance of building permits when constructing a non-residential or multi-family building, unless all of the following conditions are met:

- a. The lot or parcel is smaller than 5 acres and is unrelated to an adjacent development,
- b. The lot or parcel has been specifically delineated in a recorded plat,
- c. All land within the lot or parcel which is necessary to comply with the County Trafficways Plan has been conveyed to the public by deed or easement; and
- d. The proposed development is in compliance with the applicable land development regulations.

TELEPHONE: 954.357.6695 ♦ FAX: 954.357.6685

www.broward.org/planningcouncil

Tracy H. Lautenschlager
April 20, 2011
Page Two

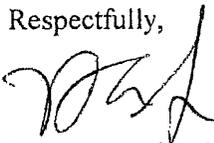
This portion of the parcel is less than 5 acres (approximately 0.3 acres) and meets the specifically delineated requirement. This platting interpretation is subject to the municipality finding that the proposed development is unrelated to any adjacent development, as noted in "a." above.

Some jurisdictions may be more restrictive and require platting in more situations than the Broward County Land Use Plan. The City of Hallandale Beach's platting requirements should be investigated.

The contents of this letter are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.

If you have any additional questions concerning the Broward County Land Use Plan's platting requirements, please contact Peter M. Schwarz, Senior Planner, at your convenience.

Respectfully,



Henry A. Sniezek, AICP
Executive Director

HAS:PMS

cc: Mark Antonio, City Manager
City of Hallandale Beach

Christy Dominguez, Acting Director, Development Services Department
City of Hallandale Beach

The School Board of Broward County, Florida
FINAL SCHOOL CAPACITY AVAILABILITY DETERMINATION

SITE PLAN
SBBC-1035-2011
County No: TBD
Beachwalk
October 7, 2011

REVISED
10-7-11

Growth Management Department
Facility Management, Planning, and Site Acquisition
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

**FINAL SCHOOL CAPACITY AVAILABILITY DETERMINATION
SITE PLAN**

PROJECT INFORMATION		NUMBER & TYPE OF PROPOSED UNITS	OTHER PROPOSED USES	ADDITIONAL STUDENT
Date:	October 7, 2011	Single-Family:	216 Hotel Suites (432 Keys) and 1,225 SF ancillary restaurant	Elementary: 0
Name:	Beachwalk	Townhouse:		Middle: 0
SBBC Project Number:	SBBC-1035-2011	Garden Apartments:		High: 0
County Project Number:	TBD	Mid-Rise:		Total: 0
Municipality Project Number:	TBD	High-Rise:	84	
Owner/Developer:	PRH-2600 Hallandale Beach, LLC	Mobile Home:		
Jurisdiction:	Hallandale Beach	Total:	84	

Comments

According to the information provided, there are no existing units onsite. This site plan application proposes 84 high rise units, which results in no net additional impact to Broward County Public Schools. This application as proposed is not anticipated to generate additional students into Broward County Public Schools. Therefore, pursuant to Section 8.11(a)(1) of the Amended Interlocal Agreement for Public School Facility Planning, this application has been determined to be exempt from public school concurrency requirements. However, please be advised that regular school impact fees are still due for the units.

Also, if a change is proposed to the project, which causes students to be generated by the project, the students will not be considered exempt or vested from public school concurrency (PSC) when the project is re-reviewed.

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code

SBBC-1035-2011 Project is Exempt from Public School Concurrency

Yes No

10/7/11

Date

Reviewed By: 

Signature

Lisa Wight

Name

Planner

Title

PUBLIC SCHOOL IMPACT APPLICATION

The School Board of Broward County, Florida
Growth Management Department
Facility Management, Planning & Site Acquisition
600 SE 3rd Avenue, 8th Floor, Fort Lauderdale, FL 33301; Phone: 754-321-2177, Fax: 754-321-2179
www.browardschools.com

GENERAL PROJECT INFORMATION

APPLICATION TYPE

Land Use DRI Rezoning Flex/Reserve Allocation Plat Site Plan

FOR INTERNAL USE ONLY

School Board Number

County Project Number

City Project Number

Project Name

Has this project been previously submitted (since Feb. 01, 2008) ? No If yes, provide the SBBC Number

Application Fee Amount Due/Paid* Check No. Is proof of Payment attached? No

* Make check payable to "School Board of Broward County." No cash will be accepted.

PROJECT LOCATION AND SIZE

Section Township Range

General location of the project Side of

at/between and

Area Acreage Jurisdiction

APPLICANT INFORMATION

Owner's Name Phone

Address City State Zip

Developer/Agent

Address City State Zip

Phone Fax Number

Agent's E-mail

DEVELOPMENT DETAILS

Land Use Designation Existing Proposed

Zoning Designation Existing CCB/PRD Proposed CCB/PRD/PDD

PERMITTED						PROPOSED		
Residential Type	Total Units	Built Units	Bedroom Mix	Un-built Units	Bedroom Mix	Residential Type	Number of Units	Bedroom Mix
Single Family			___ 3 BR or Less ___ 4 BR or >		___ 3 BR or Less ___ 4 BR or >	Single Family		___ 3 BR or Less ___ 4 BR or >
Townhouse/ Duplex/ Villa			___ 1 BR or Less ___ 2 BR ___ 3 BR or >		___ 1 BR or Less ___ 2 BR ___ 3 BR or >	Townhouse/ Duplex/ Villa		___ 1 BR or Less ___ 2 BR ___ 3 BR or >
Garden Apartment			___ 1 BR or Less ___ 2 BR ___ 3 BR or >		___ 1 BR or Less ___ 2 BR ___ 3 BR or >	Garden Apartment		___ 1 BR or Less ___ 2 BR ___ 3 BR or >
Mid Rise						Mid Rise		
High Rise	84	0	24-2 BR 60-3 BR			High Rise	84	24-2 BR 60-3 BR
Mobile Home			___ 2 BR or Less ___ 3 BR or >		___ 2 BR or Less ___ 3 BR or >	Mobile Home		___ 2 BR or Less ___ 3 BR or >
Total						Total		

Does this project include a non-residential development?

Yes

If yes, please describe other proposed uses 216 HOTEL SUITES (432 KEYS) AND 1,225 SF ANCILLARY RESTAURANT.

VESTED RIGHTS/EXEMPTION INFORMATION

Amount of Vested/Exempt development (including number of units, type, and bedroom mix)

Exemption Criteria (check any/all as applicable)	Vesting Criteria (check any/all as applicable)	Associated Application Number
___ Generates less than one student*	___ Located within previously approved plan amendment or rezoning with a valid mitigation agreement with the School Board through an executed and recorded DRC or Tri-Party*	
___ Age restricted to persons 18 and over*	___ Obtained site plan final approval prior to February 1, 2008*	
___ Statutory exemption* ___ Applicable Statute*	___ Site plan located within a plat for which school impacts have been satisfied*	
___ Site Plan located within a plat with a valid final SCAD letter*		Associated Plat Number: _____

* Supporting documentation is required

Signature of Applicant/Agent: 

Date: 07/2/0

Please attach a survey of the project site

NOTE: 45-Day review period only commences upon a determination of completeness by School District Staff. Applicant submitting a plat application must include an official letter containing plat name and municipal project number and must indicate that the plat has been approved or accepted by the municipality

ALL APPLICANTS MUST SUBMIT THE APPLICATION TO THE 8th FLOOR

Beachwalk PDD Rezoning Application

A. Application Form

See preceding completed Application form.

B. Statement of Applicant's Interest in the Property

The applicant is the owner of the property. See Special Warranty Deed attached to the Major Development Application as Exhibit "B".

C. Adherence to PDD Review Standards Set Forth in §32-174(g)

1. That the proposed project would further the development or redevelopment of an area of the City consistent with City land use and development goals, policies and development/redevelopment efforts.

The proposed project furthers the following redevelopment goals and policies of the City's comprehensive land use plan. Additionally, the proposed project will assist in furthering the following policies and objectives of the City's Comprehensive Plan:

Policy 1.2.11: The City shall reduce land use conflicts through prohibiting incompatible commercial uses in residential neighborhoods, through enforcement of the Hallandale Beach Zoning District requirements. Commercial development shall be limited primarily to the perimeter areas of Hallandale Beach's planning districts (as delineated in the Element) Well-planned mixed use projects and appropriate neighborhood commercial uses in defined neighborhood commercial notes are encouraged when they will improve an area observed as neighborhood centers. However, commercial uses within residential areas shall not be considered incompatible if, through proper screening, buffering design and access control, there are no significant noises, odors, fumes, vibrations other negative impacts beyond site boundaries and provided the use is either tied to a neighborhood commercial node or a peripheral commercial corridor or area.

Policy 1.3.7: The City shall focus on compatible infill residential development.

Policy 1.5.7: Development and redevelopment along Hallandale Beach Boulevard and US 1 shall continue to be reviewed and evaluated based on guidelines established for these corridors in the City's Zoning Code, Land Development Regulations, the Citywide Master Plan and the Design Guideline Manual. Recommendations from the Citywide Master Plan should also be considered and incorporated upon the Plans completion.

Policy 1.12.4: The City shall maintain innovative land development regulations that encourage mixed use developments and incorporate site design and planning techniques that will enhance the quality of large scale developments or redevelopment areas.

Objective 1:18: Urban Infill and Redevelopment: Establish criteria which encourage development of urban infill and urban redevelopment area(s) to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

Policy 1.18.1: Increase economic development and employment and employment opportunities within urban infill and urban redevelopment area.

Policy 1.18.2: Adequate housing opportunities necessary to accommodate all segments of present and future residents shall be provided within urban infill and urban redevelopment area(s).

Policy 1.18.3: The Hallandale Beach Land Use Plan shall encourage mixed use developments within infill and urban redevelopment area(s).

2. That the proposed development would be of an equal or higher quality with regard to appearance, site design, compatibility with the adjacent area, landscaping and provision of amenities that would result under the existing development standards.

If approved as a PDD, the proposed development will be of a higher quality than that allowed under existing development standards and will be better able to meet the redevelopment goals related to intensification of existing parcels. As set forth in the accompanying major development application, the proposed development meets most of the development standards required by the City Central Business (CCB) District or Planned Redevelopment (PRD) Overlay Zoning Districts. However, the existing development standards for parking, rear setbacks and drive aisle significantly inhibit the proposed redevelopment. Specifically, the following modifications are being requested:

Standard	Required	Proposed
Section 32-175(f)(3(b)) ¹ Side Setback adjacent to Residential	25 feet	0 feet
<u>Justification:</u> The City of Hallandale Beach recognized the difficulty in applying draconian zoning standards to urban infill lots and created		

¹ 32-175(f)(3(b)) "Minimum yard setbacks are as follows: Rear, minimum adjoining a residential zoned property or use; 25 feet."

Standard	Required	Proposed
<p>the PDD as an “innovative land development technique” to further redevelopment activity in the City. The difficulty with this site, as with many sites fronting Hallandale Beach Boulevard, is the shallow lot depths. The Beachwalk site fronts Hallandale Beach Boulevard (north), the rear of the property is adjacent to the Waterways Co-op (south) with SE 26th Ave (west) and the Intracoastal Waterway (east) as the sides of the property.</p>		
<p>The underlying zoning (CCB) along with the PRD Overlay require only a 5 foot minimum front yard setback, zero setback on the side, 15 feet on the corner and a 25 foot rear setback. Additionally, a 25 feet side yard setback is required when a site is adjacent to a residential property. The proposed building meets the front, side yard and rear setbacks; however the side setback adjacent to the Waterways Co-op is set at 0. This is the area that include the 70 foot wide vacated right-of way and it should be noted that the Waterways co-op will provide Beachwalk with an easement as a portion of the parking garage (approximately 6 feet) will be located on within the vacated (Waterways property) right-of-way. In exchange, Beachwalk will provide eleven (11) covered parking spaces in perpetuity through and easement to the Waterways Co-op. It should be further noted that these spaces can only be accessed from the waterways property.</p>		
<p>While the intent of the code is to provide some open space in the side yard, the orientation of this lot makes it more challenging as the especially the narrow portion of the lot in which the parking garage is located. This side yard abuts the drive aisle of the adjoining property (Waterways). It should be noted that the building separation between the Beachwalk building and the Waterways Co-op building from the side yard is 127 feet, thus creating more than ample distance between the two structures.</p>		
<p>The Code requires that in establishing the proposed setback, the adjacent property and properties within 500 feet of the PDD site be used. The proposed rear setback is consistent with those buildings fronting Hallandale Beach Boulevard as almost all of the buildings are at a 1 foot setback. The applicant has agreed to extensively landscape the rear of the building, provide for a “green wall” on the parking garage facing the residential property, add additional parking spaces for the abutting residential property and assist in providing landscape and pedestrian enhancements along Diana Drive.</p>		
Standard	Required	Proposed

Standard	Required	Proposed
Sec. 32-176(g)(5)(b) ² Side Setback	15 feet	10 feet
<p><u>Justification:</u> The City of Hallandale Beach recognized the difficulty in applying draconian zoning standards to urban infill lots and created the PDD as an “innovative land development technique” to further redevelopment activity in the City. The current side yard setback for properties with the PRD overlay is 0 feet for interior setbacks and 15 feet if it is a “corner property, adjoining commercial.”</p> <p>The side setback that the applicant is seeking to use an alternate standard is the side setback adjacent to NE 26th Avenue. It should be noted that this property is a “flag lot” and the city considers the north portion (along Hallandale Beach Boulevard) of the property as the “front” however, the entrance to the site is off of NE 26th Avenue.</p> <p>The applicant is proposing that the 10 foot front setback be applied rather than the 15 foot due to the unique configuration of the lot, the fact that the west side will function as the “front” of the property and the fact that it is physically impossible to access the site from Hallandale Beach Boulevard due to the grade separate from the bridge spanning the intra-coastal waterway. The underlying zoning (CCB) along with the PRD Overlay require only a 5 foot minimum front yard setback.</p> <p>The Code requires that in establishing the proposed setback, the adjacent property and properties within 500 feet of the PDD site be used. The proposed side setback is consistent with those buildings fronting Hallandale Beach Boulevard as almost all of the buildings located on a corner are at or near a 5 foot setback. The applicant has agreed to extensively landscape the rear of the building, provide for a “green wall” on the parking garage facing the residential property, add additional parking spaces for the abutting residential property and assist in providing landscape, on-street parking and pedestrian enhancements along Diana Drive.</p>		
Standard	Required	Proposed
Sec. 32-453(d) ³	Wheel stops for	Eliminate wheel stops

² Sec. 32-176(f)(6)(b) “Side yard setback, Corner adjoining commercial; 15 feet”

³ Sec. 32-453(d) “Wheel stops. Wheel stops or curbs shall be placed two feet from the front of each parking space except in the parallel spaces, single-family residences, two-family dwellings, and on property zoned CR-A. Wheel stops shall be at least six feet in width and be of a design and material approved by the director and be painted with high visibility paint having a reflectance of 49 percent to 66 percent. Wheel stops demonstrated to the

Standard	Required	Proposed
Wheel Stops	each parking space	for all parking spaces.
<p><u>Justification:</u> The applicant proposes to eliminate wheel stops as the entire parking for the building will be valet and the use of wheel stops is not necessary for this type of development.</p>		
Standard	Required	Proposed
Sec. 32-453(i)(4) ⁴ Continuous Parking Corridor or Cul-de-Sac.	Continuous Parking Corridor or Cul-de-Sac.	Elimination of cul-de-sac requirement for parking corridors within the parking garage.
<p><u>Justification:</u> The City of Hallandale Beach recognized the difficulty in applying draconian zoning standards to urban infill lots and created the PDD as an “innovative land development technique” to further redevelopment activity in the City. The difficulty with this site, as with many sites fronting Hallandale Beach Boulevard, is the shallow lot depths. A further challenge to developing this site is its unique “L-Shaped” layout. In order to streamline the look of the development the architect internalized the ramp system of the parking garage in order to mitigate noise from vehicles driving on the ramp. By oriented the ramps towards Hallandale Beach Boulevard and not the adjacent residential properties.</p>		
Standard	Required	Proposed
Sec. 32-453(c) ⁵ Minimum space and aisle design standards	Stall length – 19 feet	Stall length – 17 feet for tandem parking only.
<p><u>Justification:</u> The City of Hallandale Beach recognized the difficulty in applying draconian zoning standards to urban infill lots and created</p>		

director not to constitute a hazard to pedestrians shall be exempted from the painting requirements of this subsection.”

⁴ **Sec. 32-453(i)(4)** “Single or double loaded parking corridors in excess of four abutting parking spaces shall be designed to permit vehicle entry and exit in one continuous forward motion without using a vacant space to turn around. This shall be accomplished by either a direct connection to an adjacent corridor or by the inclusion of a cul-de-sac at the end of such corridor.”

⁵ **Sec. 32-453(c)** “Space dimensions. All off-street parking spaces shall have a minimum depth of 19 feet and minimum width of nine feet, except off-street parking spaces for the handicapped shall have a minimum width of 12 feet. Except for single-family residences and two-family dwellings, all spaces shall be marked by solid stripes at least four inches in width along each side of the space, excepting those sides which permit vehicle entry or abut curbs. Where two strips are used, they shall be parallel to the left and right boundaries of the space at a distance of eight inches from the boundaries as depicted on the following illustration”

Standard	Required	Proposed
		<p>the PDD as an “innovative land development technique” to further redevelopment activity in the City. The difficulty with this site, as with many sites fronting Hallandale Beach Boulevard, is the shallow lot depths. The applicant proposes to use tandem parking spaces for the development; thus creating an overall stall length of 34 feet for the tandem spaces. Furthermore the Institute of Traffic Engineers (ITE) recommends a stall length of 18 feet for full size vehicle and 15 feet for small or compact vehicles; an average of 16.5 feet.</p> <p>By reducing the length of the parking stalls and drive aisle by one foot each; 5 feet in total, the applicant is able to increase the landscape buffer along SE 26th Avenue an additional 5 feet. The applicant will put in place a deed restriction requiring 24 hour valet parking for the property. Additionally, tandem parking is common in urban infill development and is currently used in single-family parking arrangements in the City of Hallandale Beach, as permitted by code.</p>
Standard	Required	Proposed
Sec. 32-175(i)(3)(a) ⁶ Parking	618 spaces	451spaces
<u>Justification:</u> See Proposed Alternative Hotel Parking Standard Study provided as Exhibit “A”.		
Standard	Required	Proposed
Sec. 32-456(i)(3)(b) Entry Drive Aisle ⁷	23 feet	22 feet
<u>Justification:</u> The applicant is seeking a reduction of 1 foot for the entry drive aisle; creating two, 11 foot lanes. The proposed standard of two, 11-foot lanes is based upon the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly known as the “Florida Greenbook”) Table 3-7. Furthermore, this reduction will also permit the landscape buffer along SE 26 th Avenue to be increased to 10 feet.		

⁶ **Sec. 32-175(i)(3)(a)** “Parking requirements for standard development within this district (CCB) will follow section 32-451 et seq. To accommodate limited speculation within multiuse buildings, parking requirements will be based on the expected use. Additional parking or parking mitigation will only be required if actual parking requirements continually exceed proposed parking.” It should further be noted that Sec. 32-451 defers to an administrative parking rules document.

⁷ **Sec. 32-453(i)(3)(b)** “Accessways leading to off-street parking spaces and driveways shall not be less than the following widths: 2-way 23 feet”

Standard	Required	Proposed
Sec. 32-174(e)(1) ⁸ Sec. 32-176(j)(7) ⁹ Permitted Density	PRD – 35 dwelling units per acre PDD – per underlying zoning (CCB)	50 dwelling units per acre
<p><u>Justification:</u> The existing land use and underlying City Central Business (CCB) zoning permits "high density residential" use in mixed use developments pursuant to the "Neighborhood Commercial category of the city's comprehensive plan" which permits 50 dwelling units per acre. Further, pursuant to the PRD Overlay zoning, 50 dwelling units per acre are permitted on parcels of 2 acres; the subject parcel is 1.68 acres, a mere 0.32 acres less than 2 acres required by the PRD overlay.</p>		
Standard	Required	Proposed
Tandem Parking (Section 32-453(i)(3))	Not permitted	342 Tandem spaces of the 451 spaces provided
<p><u>Justification:</u> The City of Hallandale Beach recognized the difficulty in applying draconian zoning standards to urban infill lots and created the PDD as an "innovative land development technique" to further redevelopment activity in the City. The difficulty with this site, as with many sites fronting Hallandale Beach Boulevard, is the shallow lot depths. The applicant proposes to use tandem parking spaces for the development as it is a more efficient use of space for an urban infill lot especially given that the property will feature a 24 hour valet; furthermore, the applicant will put in place a deed restriction requiring 24 hour valet parking for the property. Additionally, tandem parking is common in urban infill development and is currently used in single-family parking arrangements in the City of Hallandale Beach, as permitted by code.</p>		
Standard	Required	Proposed
Sec. 32-175(f)(6)(b) ¹⁰ Minimum Unit Size	2 BR – 1,100 SF	2 BR – 1,000 SF
<p><u>Justification:</u> The reduction of 100 square feet is consistent with</p>		

⁸ **Sec. 32-174(e)(1)** "Within each PDD district, uses listed in the underlying zoning district may be permitted subject to major development plan review and the limitations of the applicable future land use designation of the comprehensive plan"

⁹ **Sec. 32-176(j)(7)(b)** "Projects on a parcel of land at least 1.5 acres in size are allowed a maximum density of 35 units per acre."

¹⁰ **Sec. 32-175(f)(6)(b)** "Minimum floor area for residential uses in conjunction with a mixed use project: 2 Bedroom is 1,100 square feet."

Standard	Required	Proposed
current market conditions.		

3. ***That PDD would allow a more innovative design than would be possible under the development standards of the existing zoning district and development regulations.***

The existing zoning and development regulations would restrict the innovative design of the proposed development. Current standards are not conducive to redevelopment areas and along transit corridors. Furthermore, the existing zoning and development regulations would restrict the subject property to redevelop in accordance with the City’s redevelopment goals identified in the adopted Citywide Master Plan. As previously stated, the City of Hallandale Beach recognized the difficulty in applying draconian zoning standards to urban infill lots and created the PDD as an “innovative land development technique” to further redevelopment activity in the city.

4. ***That the proposed development would promote the public interest, including, if appropriate, the provision of open space and amenities available for public use.***

The proposed development promotes the public interest by providing a new 4-star all-suite hotel located along the intra-coastal waterway. In addition, enhancements will be made to the boat dock and surround jogging path that meanders the northern portion of the site to the water. Lush landscaping will be provided along all public rights of way and enhancements will be made to the pedestrian connectivity of the neighborhood (see Landscape Plans).

5. ***That mixed commercial and residential development proposals would be well planned, in an integrated design that would encourage use of mass transportation, pedestrian and bicycling modes of transportation.***

The mixed use project will integrate housing and guest lodging in a development that is consistent with the City’s vision for redeveloping this area as the Hallandale Beach “Oceanfront Neighborhood Center” as identified in the Citywide Master Plan. The intent of the proposed changes are to further the above policies and objectives in order to provide for a transit-oriented, mixed-use development in an area designated by the City for urban redevelopment. The site is located on Hallandale Beach Boulevard an established transit corridor, served by Broward County Transit, Miami-Dade County Transit, City of Hallandale Beach Shuttle and the Beachwalk Hotel shuttle.

By locating on a transit corridor, the site can support a higher-density mixed-use development. The project's location along a transit corridor will provide its residents with an opportunity to take advantage of public transportation as a means to get to work, shop, play and seek recreation opportunities. Further, given the fact that the hotel will provide a shuttle to its guests and residents, the use of mass and alternative modes of transportation will be provided.

Furthermore, as delineated in the attached Walking Distance Plan the following are all located within a 15 minute walk from the site:

0-5 Minute Walk

Walmart (includes grocery and pharmacy)
Variety of Restaurants
Medical Offices
Wine and Spirits Shop
Banks
Dollar Store
Hallandale Beach Marina

5-10 Minute Walk

Beach
North & South Beach Park
North Beach Community Center
Post Office
Medical Offices
Golf Course and Spa
Additional Restaurants
Big Lots
Banks
Dance Studio

10-15 Minute Walk

Publix
Walgreens
Winn-Dixie
Marshalls
Bealls
Banks
Additional Restaurants
Scavo Park

The location and design of this development truly integrates a functional design that encourages the use of multi modal transportation alternative with a focus on pedestrian movement and connectivity as indicated above.

- 6. That it would be more appropriate for a proposed project to be developed under PDD development standards and procedures than the existing zoning district development standards, and development review and variance procedures, when the criteria mentioned in this subsection are considered.**

Developing the proposed project as a PDD allows the flexibility required for an innovatively designed mixed use building. The project as designed meets the goals of urban redevelopment by promoting economic development and maximizing housing and employment opportunities while at the same time being able to utilize existing public facilities and service. The location of the project along a transit corridor makes all of the mixed uses proposed by the development ideal for the site. The PDD is the most efficient and economical means to seek the approval of this project, which is a high-quality, innovative development that is consistent with and furthers the goals of urban redevelopment of existing parcels.

D. Request of Residential Flexibility Units

In accordance with city policy, residential flexibility units may only be requested as part of a PDD rezoning application. As such, the applicant is requesting allocation of 84 residential flex units from flex zone 93. While the PDD defers to the underlying zoning district for permitted uses, those uses are subject to major development plan review and the limitations of the applicable future land use designation of the comprehensive plan for approved uses; including the use of residential flex units.

The underlying zoning designation of the property is CCB. Section 32-175(d)(4) permits as a conditional use, "Medium- and high-density residential uses in conjunction with a mixed use project subject to the provisions for residential and mixed uses set forth in the neighborhood commercial category of the city's comprehensive plan¹¹."

In accordance with these provisions, the applicant is requesting the allocation of 84 Residential Flex units for the 1.68 acre parcel located at 2600 East Hallandale Beach Boulevard; a density of 50 units per net acre.

¹¹ The Neighborhood Commercial Future Land Use permits a maximum density of 50 units per net acre.

Memorandum

TO: Thomas J. Vageline, Director
Development Services Department

FROM: Kenneth B. Metcalf, AICP
Debbie M. Orshefsky, Esq.

CC: Joe Corradino
Eric Fordin
Carlos Rosso
Richard Cannone
Christy Dominguez

DATE: November 8, 2011

RE: Proposed Parking Standard for Beachwalk All-Suite Hotel

You have requested additional documentation supportive of the proposed parking standard of .6 parking spaces/room (keys) for the Beachwalk All-Suite Hotel ("Beachwalk"). Attached hereto as Attachment A is a study conducted in the Florida Keys in 2004 which studied exactly this question in an effort to evaluate hurricane evacuation times. Although the purpose of this study was not to determine parking standards, the results are instructive as to the parking needs of suite hotels versus standard hotel rooms. As shown by the attached table excerpted from the study (Attachment B), the survey confirmed that the average parking demand was .996 for single rooms and 1.078 for suites¹.

The following analysis documents the basis for the findings set forth above. Section 1.0 reviews the documentation from the extensive parking surveys conducted in the Florida Keys. Section 2.0 reviews the documentation and basis for the number of guests arriving by flight and how this impacts parking demands. Section 3.0 compares the proposed parking standard to other communities to demonstrate that the standard is reasonable, given the location and character of Beachwalk.

1.0 Parking Demand by Unit Type

The following summary presents the findings of a 2004 study² (Attachment A) conducted in the Florida Keys by Transport Analysis Professionals, Inc. (TAP), a well-respected traffic

¹ Suites included both 2 bedroom and 3 bedroom units. Therefore, this ratio would be considered conservative when applied to 2 bedroom suites.

² The TAP study is presented in the form of two letters (dated November 8, 2004 and May 28, 2004) and accompanying documentation, which is collectively set forth in Attachment A to this report.

engineering firm. The purpose of the study was to document the extent to which occupancy and parking demand vary by unit type. The TAP study documented that parking demand per *occupied* unit is approximately 8% higher for hotel suites than for traditional, single room hotel units; that is, suites marginally affect parking demand.

The 2004 study inventoried overnight and daily parking demand during three study periods: April 17-28, May 6-16 and August 27-September 13. The survey periods included weekdays and weekends. The surveys inventoried 14 different hotels within the Marathon and Key Largo area, which included over 3,000 occupied rooms and suites over the study period. The survey methodology ensured that parked vehicles were provided with physical tags for display to provide an accurate count of parking per occupied unit by type of unit. As shown by the attached table excerpted from the study (Attachment B), the survey confirmed that the average parking demand was .996 for single rooms and 1.078 for suites³.

It should be noted that the Florida Department of Community Affairs (DCA)⁴ requested the TAP study in order to estimate potential hurricane evacuation demands from motel and hotel facilities. As a former administrator at DCA, I (Ken Metcalf) worked with TAP in developing the methodology for the study and evaluated the results of the initial parking surveys conducted in April and May. I specifically requested the additional survey conducted in August-September to obtain similar data from another time period during the year to confirm that the results were consistent across study periods. DCA staff were particularly concerned that the study provide sufficient sample sites to yield robust results because the database would be utilized to establish regulatory thresholds related to hurricane evacuation. DCA ultimately relied on the results of the study in making an important regulatory determination involving public safety objectives.⁵ As noted in the study, the parking demands from the three study periods were remarkably consistent.

2.0 Beachwalk Analysis

Applying the parking generation rate documented by the TAP study, Beachwalk would require 233 parking spaces. The proposed parking ratio results in 1.2 parking spaces per suite or 260 parking spaces, providing a significant margin for any unusual peaks that may occasionally occur. Significantly, the TAP study confirmed that guest parking demands in excess of 1.1 parking spaces per occupied suite occurred on less than 10% of the days within the survey and involved only 3% of the suites (36 out of 1,150 occupied suites). The analysis also confirms that those peaks occurred when occupancy rates were lowest during the fall. Even after accounting for guests and visitors, average parking demands were less than 1.1 per suite. The Florida Keys would be considered a worst-case parking scenario due to the distance to the nearest commercial flights in Key West, which is over one hour from the hotels in Marathon. As such, essentially all

³ Suites included both 2 bedroom and 3 bedroom units. Therefore, this ratio would be considered conservative when applied to 2 bedroom suites.

⁴ DCA requested the parking survey to parking demand by unit type to determine the conversion ratios that should apply for determining equivalent impacts. Parking was utilized as a surrogate for potential evacuating vehicles.

⁵ The City of Marathon amended the Permit Allocation Ordinance to define the conversion ratios (1.1 for 2-bedroom suites and 1.0 for standard rooms) based on the study, and DCA issued a final order confirming that the Ordinance was based on appropriate data and analysis.

guests arrived by automobile as documented by the parking rates for regular rooms which consistently averaged one parking space per unit. This would not be the case for Hallandale due to its location. The TAP study is transferable to the Hallandale market in terms of understanding the relative difference in parking demands between suites and standard rooms. In addition, the overall parking demand estimated for Beachwalk suites must be considered in terms of local transportation options available at Beachwalk.

2.1 Beachwalk Demand by Mode

According to travel survey data⁶, 54% of tourists travel to Broward County by non-automobile modes, including, airplane, train, boat and bus. Ground transportation options for these tourists include rental cars, friends/relatives, buses, shuttles, taxis and limousine service. Of all of these options, only guests using rental cars would require parking at the hotel. Many factors influence the preferred option, including the reason for the stay (business or pleasure), initial costs from airport to hotel, anticipated daily transportation costs, economic status of the tourist and the type of vacation. These factors may be generalized as a trade off between costs and convenience, which depends on the intended activities and lifestyle of the tourist. Rental cars would typically be utilized by business travelers and by individuals or families that are planning to take long day trips from the hotel or that intend to make multiple vehicular trips per day. In those cases, taxis or shuttles may not be cost effective. These types of vacationers typically do not seek out destination resorts, but rather opt for lower range hotels or business hotels because they do not intend to spend time at the hotel.

Taxis and shuttles are popular for individuals, couples and families which are planning to stay at the resort for most of the day and take limited trips for an occasional meal, shopping or recreational trip. This would be the typical guest anticipated at Beachwalk, considering its location and amenities. The suites are designed with full kitchens and separate bedrooms and baths, which cater to guests intending to spend their time enjoying the hotel amenities and nearby attractions. The beach, entertainment and shopping are conveniently located within easy walking distance from the hotel. Beachwalk will also provide free shuttle service to the airport which is located only eight miles (driving distance) from the hotel, as well as a free shuttle to the nearby City beaches. Given these features it is reasonable to assume that a significant number of guests arriving by flight will utilize a taxi or the free shuttle rather than the more costly and unnecessary rental car option. Table 1 generally compares the costs by type of vacationer and transportation option:

Table 1. Typical Weekly Transportation Costs

Ground Transportation Option	Cost from Airport to Hotel (same cost for return)	Typical Daily Costs	Transportation Cost for One Week	Type of Vacationer
Shuttle/Taxi	Free service from hotel	One taxi trip (\$30-\$40) every other day.	\$100-\$150	Resort Oriented/beach/shopping
Rental Car	N/A	\$50-\$60 per day, gas and	\$350-\$400	Longer trip/

⁶ Greater Fort Lauderdale Convention and Visitor Bureau website (D.K. Shiftlet & Associates. LTD and Visit Florida, 2006)

		parking costs at hotel and other locations.		destinations, multiple trips/day and business travelers
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Based on analysis of tourist surveys and data maintained by the Broward County Aviation Department, it is reasonable to estimate that at least 60% of those guests arriving by flight and other non-auto modes would utilize the free shuttle, friends or taxis to reach their final destination. Attachment C provides the detailed calculations for the 60% estimate.⁷ Thus, the number of guests requiring parking can be easily calculated by:

- 1) Multiplying the 54% arriving by flight and other modes by 40% utilizing rental cars. Based on this calculation 22% of the guests are forecast to utilize a rental car.
- 2) Add the 22% to the 46% that utilize an automobile to reach Broward County. Based on this calculation, 68% of the guests would require parking.

Table 2 calculates overall parking demand at the hotel by utilizing the parking generation rates documented by the 2004 TAP study, applying the transportation mode choice (68% using rental cars or personal cars) and calculating by unit type (suites/standard rooms). While the percentage rented as standard rooms is expected to be within a range of 20-30% at any given point, a conservative analysis of parking demands is presented in Table 2, based on 50% of the suites rented as two standard rooms at a given point in time. It should be noted that this assumption calculates to two-thirds of the total rooms assumed to be standard. (216 standard rooms and 108 suites), given that two standard rooms are equal to one suite unit. As indicated in Table 2, this worst case parking demand would require 226 parking spaces.

Table 2. Worst Case Parking Demand by Mode by Unit Type

	Florida Keys Parking Generation Rate	% Utilizing Personal/Rental Car	Number of Units Based on 50% Rented as Standard Rooms.	Worst Case Parking Demand by Unit Type
Standard Room	1.0	68%	216	147
Suite	1.08	68%	108	79
Total			324	226

⁷ Attachment C provides a summary of the methodology utilized to estimate the percentage of hotel guests anticipated to utilize car rentals (require parking) after arriving to Broward County by flight, train or boat. The findings from the analysis presented in Attachment C are generally supported by survey results obtained from the Southeast Florida Regional Travel Characteristics Study, dated October 2000, which included a limited survey conducted for the southeast region (i.e., includes hotels from Palm Beach, Broward and Miami Dade counties). Table 4-8 from the survey documented 76% of guests arrived by automobile. It is emphasized that this survey does not distinguish between guests arriving in their own personal vehicle/rental car and those arriving in a friend or relative's car. Therefore, the 76% over-estimates the percentage of guests that arrived using their own personal or rental car and, therefore, requiring a parking space. In addition, the 76% figure is for all of the surveyed hotels, which would have included many hotels that are not within reasonable taxi distance, that did not offer free shuttles and/or that are at more suburban locations where an automobile would be necessary. For all of these reasons, 76% is considered substantially higher than would be the percentage of guests using their own vehicle/rental car at Beachwalk.

3.0 Comparison to Other Jurisdictions

Most jurisdictions continue to rely on suburban standards and have not implemented smart growth strategies to avoid excessive parking standards and unnecessary impervious coverage. However, some communities have recognized that local conditions warrant adjusted parking standards to account for urban conditions, location factors, transportation options and the type of proposed hotel or resort. As indicated in Table 3, these communities require substantially fewer parking spaces than required by the proposed parking standard of .6 parking spaces/unit, which yields 260 required parking spaces.

Table 3. Parking Standards for other Florida Jurisdictions

Jurisdiction	Hotel Standard	Applied to 324 Rooms (based on Table 2)
Orlando	.5 spaces/room	162
Davie	.5 spaces/room	162
Pembroke Park	1 space/room up to 40 and .67 space/room above 40	231
Miami Gardens	1 space/room up to 40 and 1 space/two rooms above 40	182
Miami Springs	1 space/room up to 20 and 1 space/2 rooms above 20	172
Delray	.7 spaces/room	227
		189 or .58 parking spaces/room

The proposed parking standard is also strongly supported by the Barrier Island Parking Study⁸, prepared for the City of Fort Lauderdale this year. This study analyzed parking demand by land use, including parking demands for hotels located near Fort Lauderdale beach. The study determined the demand to be .57 parking spaces per room, which included a 15% excess allocation of vacant spaces. The 15% vacant allocation is based on parking studies which indicate that users perceive the parking lot as full when it reaches 85% occupancy. The unadjusted demand was actually .49 parking spaces per room. The excess allocation is not necessary for Beachwalk because it will utilize valet service whereby the parking lot will be efficiently utilized. Even so, 15% excess supply is provided over the projected parking demand. The proposed parking standard of .6 parking spaces/room exceeds the documented demand on Fort Lauderdale beach and is consistent with many other jurisdictions.

The analysis confirms that the proposed parking standard is appropriate for Beachwalk and will provide sufficient parking supply for anticipated peak demand conditions. Tables 2 and 3 are based on a conservative analysis which assumes that the hotel is at 100% occupancy. Given the rental pool operation, 100% occupancy is not anticipated. Some unit owners will choose to not rent their units or to rent only on a limited basis, which would result in some vacant units

⁸ Report may be accessed on line at: http://www.fortlauderdale.gov/parking/barrier_island_study_report.pdf

throughout the year. Hotel occupancy averaged 74% for Broward County this year though July and peaked at 83% during season⁹, which is generally consistent with pre-recession levels. These figures reflect a more realistic occupancy rate for Beachwalk. The proposed parking allocation results in excess parking, particularly when factoring in typical occupancy rates.

Conclusion

As noted in the application, the proposed parking standard is consistent with the comprehensive plan which specifically supports reduced parking to facilitate redevelopment. The developer commitment to provide a free shuttle to reduce parking demand is not only innovative, but is consistent with the strategies set forth in the comprehensive plan to encourage multimodal options, reduce impervious area and support infill/redevelopment. Conversely, providing excess parking to encourage automobile reliance runs contrary to good planning concepts and is inconsistent with the policy direction of the comprehensive plan. The proposed parking allocation is also consistent with the objectives of the City Central Business District, which recognizes the need for site specific analysis. The proposed standard should be evaluated based on the comprehensive plan policy direction and site specific analysis rather than strictly relying on an administrative parking guideline that is more appropriate for a suburban setting.

⁹ Greater Fort Lauderdale Convention and Visitor Bureau website under Statistics,

ATTACHMENT A



TRANSPORT ANALYSIS PROFESSIONALS, INC.

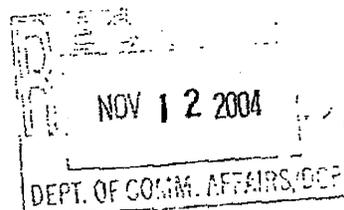
8701 S.W. 137th AVENUE • SUITE 210 • MIAMI, FL 33183-4498 • TEL 305/385-0777 • FAX 305/385-9997

FAX & MAIL

November 8, 2004

Mr. James Rhyme
Marathon Hospitality Association
c/o Coconut Cay Resort
7196 Overseas Highway
Marathon, Florida 33050

**RE: Hurricane Season
Resort Guest Vehicle Occupancy**



Dear Mr. Rhyme:

Per the request of the Marathon Hospitality Association, Transport Analysis Professionals (TAP) has compiled and summarized additional statistics from the Association's recent survey of hurricane season room/unit occupancy and number of guest vehicles brought onto various motel and resort properties in the Florida Keys.

As you know, our original mission in April/May of this year attempted to provide factual information to answer two basic questions. First, are there differences in occupancy rates between different types of resort accommodations? Second, for the various types of rooms or units occupied, are there differences in the number of vehicles that guests and others bring onto the various properties? Those questions were addressed in my May 28, 2004, letter report to you of our analysis of the Association's occupancy surveys conducted just prior to the start of the hurricane season. The current hurricane season surveys addressed in this letter report supplement the Association's database.

Hurricane Season Guest Occupancy Vehicle Surveys

In the Association's recent hurricane season survey, occupancy data at different types of motel and resort properties were gathered at various times from August 27th through September 13th. The survey dates include three weekends, including Labor Day weekend, and reveal an across the board sharp decline in guest vehicle occupancy preceding a mandatory hurricane evacuation order issued by Monroe County officials for motel/resort guests and others in September.

The nine survey properties offering guests a variety of room types located between Marathon and Key Largo are as follows:

- The Chesapeake Resort
- Coconut Cay Resort and Marina
- Conch Key Cottages
- Hawk's Cay Resort
- Kon Tiki Resort
- Marina Del Mar
- Mariners Club of Key Largo
- The Moornings Village
- Sombrero Resort and Lighthouse Marina

These properties offer more than 650 guest rooms and suites. Over 9,700 room (unit) nights of wide-ranging accommodation were available to guests at these facilities during the survey dates (prior to the hurricane evacuation order). The room/suite occupancy and guest vehicle data include slightly over 1,800 occupied unit/room-nights and slightly less than 1,900 guest and visitor vehicles.

The following table summarizes the August/September 2004 hurricane season survey data. Data summaries for each of the nine facilities in the August/September 2004 hurricane season survey are attached for your review. For completeness, also attached are the raw data sheets of vehicle/room/unit occupancy data for each survey date at each property used in our analysis as submitted by your Association members.

Hurricane Season Guest Vehicle Survey Totals

Measure	Type of Room/Unit	Weekdays	Weekends ¹	Overall
Occupied Rooms/Units	Regular	356	318	674
	Suite	380	770	1,150
	Total	736	1,088	1,824
Guest & Visitor Vehicles	Regular	350	316	666
	Suite	414	809	1,223
	Total	764	1,125	1,889
Vehicles Per Occupied Unit	Regular	0.983	0.994	0.988
	Suite	1.089	1.051	1.063
	Overall	1.038	1.034	1.036
Suite Vehicle Occupancy as % of Regular Single Rooms		110.8%	105.7%	107.6%

¹ Overnight occupancies Fri.-Sat. and Sat.-Sun. plus Sun.-Mon. on Labor Day weekend.

For the properties that offer traditional guest rooms as well as multi-bedroom suites, clientele who elect a multi-bedroom resort suite unit instead of a traditional unit are only slightly more likely to arrive with their entire travel party in two vehicles instead of the usual single vehicle. The overall guest vehicle occupancies (vehicles per occupied unit) average 0.99 vehicles per regular guest unit (i.e., single bedroom) and 1.06 vehicles per occupied unit for those guests lodging in multi-bedroom suites.

The tabulated values above show little overall difference in vehicle occupancies between weekday and weekend conditions. The overall ratio of multi-bedroom/suite vehicle occupancy (1.063 vehicles per occupied unit) to that of regular rooms (0.988 vehicles per occupied unit) is 1.076. In other words, at a resort offering both categories of unit types, guests who occupy multi-bedroom suites would typically have 7% to 8% more vehicles on site than those guests who elect to lodge in regular or single-bedroom accommodations. The Association's pre-hurricane season April/May 2004 data showed similar results (10% more vehicles by multi-bedroom suite guests).

Daily Variation

Of potential concern for hurricane evacuation is not the survey average of single room vehicles compared to multi-bedroom suite vehicle averages, but how these two discrete data types may vary from day to day. Hurricanes can approach any day during the hurricane season. For hurricane evacuation planning, guest vehicle loadings from multiple lodging facilities along US 1 rather than individual facilities are important. The daily variation in total guest vehicle occupancy rates over the August/September hurricane season survey dates for regular/single lodging units and for multi-bedroom suites were configured to produce the attached cumulative distribution diagram. The distribution does not take into account the total number of rooms or suites occupied each night over the August/September survey dates.

The attached chart indicates that 50% of the time, both weekdays and weekends included, single unit occupied rooms have one vehicle per room. The vehicle per occupied room is slightly less than one more than 30% of the time and only slightly more than one vehicle per occupied room about 10% of the time (range of 0.92 to 1.03). Similar to the pattern found in the April/May pre-hurricane season data, the attached chart also shows that occupants of multi-bedroom suite units, in aggregate, consistently have modestly more vehicles at the properties than their counterparts in regular rooms, but on less than 10% of the dates do they have more than 1.1 vehicles per suite. It should be noted that the dates on which multi-bedroom suite occupants had more than 1.1 vehicles were dates of very low occupancy (September 8th and 9th) and in total accounted for only 3% of the multi-bedroom suites occupied (only 36 of the 1,150 occupied suites over the full survey period).

Pre-Hurricane Season Data Comparison

The vehicle occupancy rate comparison between the Association's pre-hurricane survey data and the recent August/September survey are shown in the following table. The comparison shows only minor variation in the overall findings from one survey to the next.

**Guest Vehicle Occupancy Survey Comparison
 Guest & Visitor Vehicles Per Occupied Room/Suite**

<u>Survey Period</u>	<u>Regular Rooms</u>	<u>Multi-Bedroom Suites</u>	<u>All Units</u>
Weekday			
April/May Survey	1.011	1.109	1.058
August/Sept. Survey	0.983	1.089	1.038
% Change	<3%>	<2%>	<2%>
Weekends			
April/May Survey	0.996	1.101	1.053
August/Sept. Survey	0.994	1.051	1.034
% Change	<nil>	<5%>	<2%>
All Dates			
April/May Survey	1.005	1.105	1.056
August/Sept. Survey	0.988	1.063	1.036
% Change	<2%>	<4%>	<2%>

Mr. James Rhyme
November 8, 2004
Page 4

The vehicle occupancy rates for both room types for hurricane season data are slightly lower than that found in the pre-hurricane season April-May 2004 survey data collected by your Association. For example, multi-bedroom suite guests were found to have an average of 1.11 vehicles per occupied room in the pre-season statistics compared to 1.06 vehicles per occupied suite in the hurricane season data.

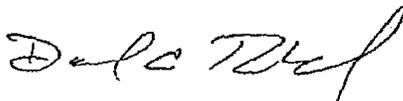
Attached is an aggregate summary tabulation of the Association's April/May and August/September surveys conducted in 2004. It entails guest vehicle occupancy data for more than 3,000 occupied rooms and suites over multiple weeks and weekends. It indicates little variation in guest vehicle rates between weekdays and weekends and shows that 8.2% more vehicles per occupied unit are associated with guests and visitors in multi-bedroom suites than those occupying regular rooms.

I trust this information will be useful to the Marathon Hospitality Association, to officials at the City of Marathon and to staff at the State of Florida Department of Community Affairs (DCA) in your collaborative undertakings. In light of recent staff changes at DCA, I ask that you please forward copies of this letter report to appropriate individuals in Tallahassee who are currently working with your Association.

Should you have any questions or want to discuss our summary findings of your Association's hurricane season survey, please call me at your convenience.

Very truly yours,

TRANSPORT ANALYSIS PROFESSIONALS, INC.



David C. Rhinard, P.E.
Principal

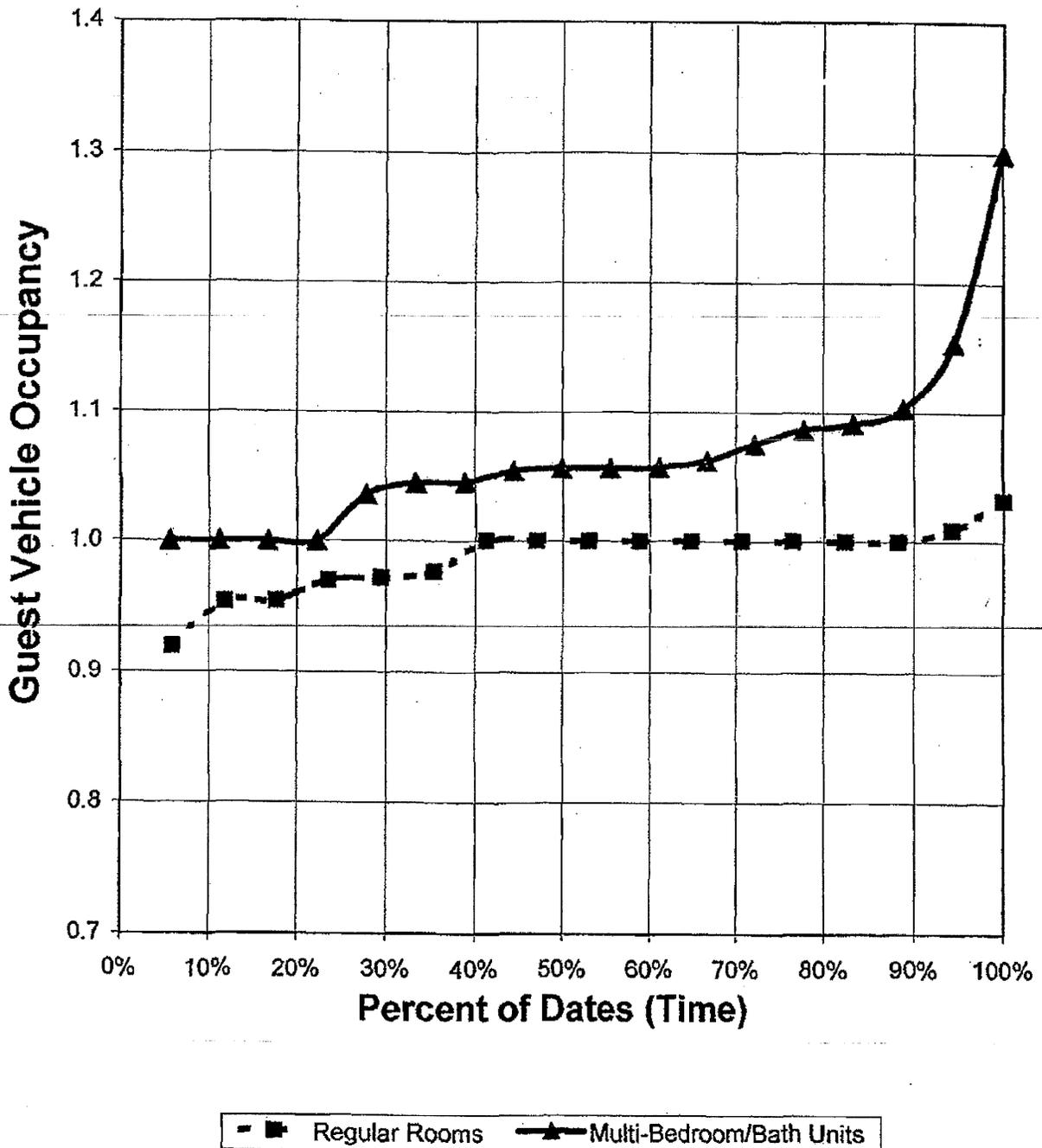
DCR/ja/4558
Enclosures

cc: Gail Kenson, City of Marathon
Donald Craig, AIA
Jack Leggett, MHA

**Guest Vehicle Aggregate Survey Totals
 April/May 2004 and August/Sept. 2004
 Combined Survey Totals**

Measure	Room/Unit	Weekdays	Weekends	Overall
	Style			
Occupied Rooms/Units	Regular	720	549	1,269
	Suites	<u>721</u>	<u>1,047</u>	<u>1,768</u>
	Total	1,441	1,596	3,037
Guest & Visitor Vehicles	Regular	718	546	1,264
	Suites	<u>792</u>	<u>1,114</u>	<u>1,906</u>
	Total	1,510	1,660	3,170
Vehicle Per Occupied Unit Overall	Regular	0.997	0.995	0.996
	Suites	1.098	1.064	1.078
	---	1.048	1.040	1.044
Suite Vehicle Occupancy as % of Regular Single Room		110.1%	106.9%	108.2%

Cumulative Distribution of Guest Vehicle Occupancy by Day



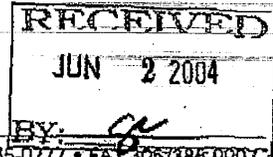
Source Data: Marathon Hospitality Association

August / September 2004 Occupancy Survey



TRANSPORT ANALYSIS PROFESSIONALS, INC.

8701 S.W. 137th AVENUE • SUITE 210 • MIAMI, FL 33183-4498 • TEL 305/385-0777 • FAX 305/385-9997



FAX & MAIL

May 28, 2004

Mr. James Rhyme
Marathon Hospital Association
c/o Coconut Cay Resort
7196 Overseas Highway
Marathon, Florida 33050

**RE: Motel/Resort/Suites
Guest Vehicles**

Dear Mr. Rhyme:

Thank you for your assistance in coordinating data collection efforts in the recent surveys of room occupancy and number of guest vehicles brought onto various motel and resort properties in the Florida Keys. Without your assistance and that provided by many others within your association, the survey would not have been possible to complete.

As you are aware, our mission attempts to provide factual information to answer two basic questions. First, are there differences in occupancy rates between different types of resort accommodations? Second, for the various types of rooms or units occupied, are there differences in the number of vehicles that guests and others bring onto the various properties? In our analysis of the substantial data that has been gathered, compiled and forwarded by numerous individual resort property owners and managers in Marathon and elsewhere throughout the Keys, the basic answer to both questions is that there are differences, although they are not substantial.

Guest Vehicle Surveys

Looking first at the issue of the number of vehicles brought on-site by registered guests and visitors, five different properties from Marathon to Key Largo were surveyed at various times over the period April 17-28 and also May 6-16, 2004 - a one month span. During this period, room occupancy and guest/visitor vehicle data were collected on 23 survey dates. The survey dates include three weekends and three complete weekday periods.

Each of the five survey sites offers guests the choice of single room accommodations or larger two or more bedroom suites, often with multiple bathrooms. The survey properties range from stilt homes, to separate cottages, to the traditional resort style accommodations and provide a wide range of prices and ample range of amenities. What we believe is an important feature in your association's selection of potential survey sites is that the selected survey sites not only cover a wide spectrum of resort amenity offerings, price ranges, and types of rooms/accommodations available for guest selection, but also that each of the facilities selected offer a variety of room/suite styles for guest selection. This selection of survey sites reduced the introduction of potential survey bias from a variety of extraneous factors.

Mr. James Rhyme
 May 28, 2004
 Page 2

Data for each survey site was collected for 12 to 16 days, some dates in April and other dates in May at each property. Over 2,900 room (unit) nights of wide-ranging accommodation were available to guests at these facilities during the survey dates. The data include over 1,200 occupied unit/room-nights. There were nearly equal numbers of guests who chose to stay in regular rooms and those who stayed in multi-bedroom suites.

The daily distribution of all guest and visitor vehicles per occupied room (unit) of different types offered at each of these facilities differ by 14.6%, overall. Essentially, this means that for these facilities that offer traditional guest rooms and multi-bedroom suites, clientele who select the multi-bedroom resort suite unit instead of a traditional unit are only slightly more likely to arrive with their entire travel party in two vehicles instead of the usual single vehicle. It was extremely rare for the occupants of a multi-bedroom suite to have three vehicles. Please note that the 14.6% higher vehicle occupancy for multi-bedroom units is inclusive of bus tour group occupancy of single (traditional) guest rooms and none of those in the bus tour were accommodated in multi-bedroom units.

When bus tour groups are excluded, the overall guest vehicle occupancies (vehicles per occupied unit) average 1.01 vehicles per regular guest unit (i.e., single bedroom) and 1.11 vehicles per occupied unit for those guests lodging in multi-bedroom suites, or a difference in the number vehicles per occupied unit of 9.96%. The following table summarizes the overall findings.

Guest Vehicle Survey Totals

Measure	Room/Unit	Weekdays	Weekends ¹	Overall
	Style			
Occupied Rooms/Units	Regular ²	364	231	595
	Suites	341	277	618
	Total	705	508	1,213
Guest & Visitor Vehicles	Regular	368	230	598
	Suites	378	305	683
	Total	746	535	1,281
Vehicles Per Occupied Unit	Regular	1.011	0.996	1.005
	Suites	1.109	1.101	1.105
	Overall	1.058	1.053	1.056
Suite Vehicle Occupancy as % of Regular Single Rooms		109.7%	110.5%	110.0%

¹ Overnight occupancies Fri.-Sat. and Sat.-Sun.

² Bus tour groups excluded.

Mr. James Rhyme

May 28, 2004

Page 3

Inspection of the guest/visitor vehicle occupancy data shows that when the facilities are more actively occupied on weekends, the differences between the number of vehicles brought on site by those staying in traditional single/one bedroom units and those in multi-bedroom suites is virtually identical to the overall weekly average for each user category.

The vehicle occupancy data also suggest that over the April-May survey dates there is not a large difference in guest/visitor vehicle rates when analyzed in terms of vehicles per available room of each type rather than vehicles per occupied room/unit. The occupancy rates for single rooms and multi-bedroom suites differed substantially over the April-May survey dates compared to the number of units available of each room/unit type by these five facilities. While the number of guest vehicles per occupied multi-bedroom suite is approximately 10% higher than for single rooms, the occupancy rate of single rooms was substantially higher than the suites. When the April-May data are compared on the basis of the total number of rooms available of each type, approximately 20% fewer guest vehicles are brought on site for each multi-bedroom suite available than are brought on site for each single room available at these five facilities. Applying the survey data in this fashion to other facilities would require certain cautions. The rates computed per available unit have as much to do with the particular mix of rooms and suites offered at these five survey sites as it does with the number of vehicles guests of each type drove to these resorts in April and May. Different guest occupancy rates are to be expected during other months of the year.

The number of guest vehicles per occupied unit varies from unit to unit and from day to day at each facility, regardless of room/unit type. As expected there is more variation in the number of guest vehicles per unit for those guests who select the multi-bedroom suites. Attached is a plot of the two cumulative distributions of this data. The distributions are calculated from the total vehicle occupancy rates computed for each survey date for guests occupying single rooms compared to those in multi-bedroom suites. The cumulative distribution of guest vehicles per occupied single room is nearly horizontal across the graph. It is rare that guests in these occupied rooms will arrive in anything other than one vehicle. The distribution shows greater variation in vehicles for guests in multi-bedroom suites. For 50% of the survey dates multi-bedroom guest vehicles are very near a rate of 1.1 vehicles per multi-bedroom unit (indicated on the cumulative distribution between the 30th and 80th percentiles). Another 25% of the time, the occupants of multi-bedroom units typically arrive in what is close to one vehicle per unit. On only 15% of the survey dates does the guest/visitor vehicle rate exceed 1.2 vehicles per occupied multi-bedroom unit (85th percentile and beyond).

Marathon Area Room/Unit Occupancy

In applying hurricane evacuation modeling, the Florida Department of Community Affairs would not necessarily want to use average resort occupancy conditions because hurricanes can strike on any given day. Thus, percentile distributions are desired. To assist in supplying data for this distribution, the daily unit occupancies at five Marathon area hotels/resorts was compiled by members of your association for the six-month period June through November 2003. Over 700 items of data were provided by your members. A description of each participating facility and the room occupancies at each facility for each night during the six-month hurricane season are provided on attached listings.

Mr. James Rhyme
May 28, 2004
Page 4

The unit occupancy data for each night of this six-month period has been transformed into a percentile distribution chart that is attached. To "read" this chart, one would enter the cumulative number of room nights across the horizontal axis and then up until it intersects the data scatter points. For example, selecting a 90th percentile across the horizontal axis and then going up the chart shows that the data scatter point intersects at a facility occupancy level of approximately 83% (read from the left side). This is equivalent to stating that during the 2003 hurricane season, 90% of the time, the occupancy at these five resorts within the Marathon area is no more than 83% of the rooms (units) provided (based on complete sampling of all nights at five local facilities).

The same Marathon area occupancy data was segregated into two groups: those facilities that offer a variety of accommodations and those that belong to a nationally recognized motel chain. The second data group consists entirely of guests who are offered a standard motel room unit. The occupancies for the two groups are considerably different over the six-month hurricane season. A cumulative distribution of the occupancies for each group can be compared on an attached chart.

Occupancy Rates of Different Facilities

A much larger dataset regarding occupancies of select resorts in the Keys versus national chain motel/hotel facilities for properties in Marathon and Key Largo was compiled for a multi-year period by the Smith Travel Research (STR) Company - a well respected data source for the industry. Due to confidentiality concerns, STR insists that certain data be aggregated and more south Florida facilities be included. That is why two extensive compilations were made by STR. Listings of the nine properties included in the STR compilations are attached. The STR select resort grouping consists of five well known resort properties that are best characterized as having full kitchens, separate bedrooms, relatively large suites, often equipped with washer dryer as home-like condominium units. A total of 762 units are included in this group. STR occupancy data for this select resort group extends over four hurricane seasons from 2000 through 2003.

The second STR compilation of national chain hotel/motel units consists of four facilities, two each in Marathon and Key Largo. Some of these facilities do offer suites, not just standard rooms, but the majority of the 567 rooms in this grouping are not multi-bedroom suites. STR occupancy data for this group covers the past three hurricane seasons: 2001, 2002 and 2003.

Information obtained from the STR analyses has been plotted for each of the six-month hurricane seasons. The plots can be differentiated by the title "Select Resorts" that corresponds to the first STR grouping described above and "Hotels" title that refers to the national chain group.

The STR data used in these plots have been kept as disaggregated as possible in most of these plots in order to show variations over time. However, some aggregation was in the STR compilations and could not be avoided. For example, one bar chart attached shows a comparison of occupancy by day of week for each of the six months in the hurricane season. This is as refined a plot as could be developed from the STR compilations. It does include aggregations for the two groupings - individual data for each of the nine properties could not be released. Secondly, this bar chart indicates averages for each day of the week for each month, but not specific dates each month. Thus, there is expected to be more variation than shown, but this is as refined as the STR data will allow.

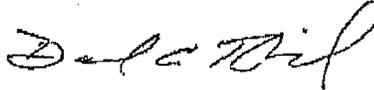
Mr. James Rhyme
May 28, 2004
Page 5

The attached set of "Select Resorts" and "Hotel" plots show that all facilities tend to have lowest occupancies in September and the select resort group consistently has lower occupancies over all months in the hurricane season. Unfortunately, STR data will not allow access to individual records or daily information, but there seems to be considerable long-term, consistent evidence that the lower demand rates of "Select Resorts" may more than offset the slightly higher vehicle numbers for guests who prefer to stay in larger multi-bedroom/multi-bath suites.

I trust this information will be helpful for your association, to staff at the City of Marathon and to staff at the Department of Community Affairs for possible use in their on-going hurricane evacuation modeling efforts. I sincerely appreciate the fully cooperative attitude and considerable effort made by individual members of your association in providing data used in this analysis. Should you have any questions or want to discuss the survey findings, please call me at your convenience.

Very truly yours,

TRANSPORT ANALYSIS PROFESSIONALS, INC.



David C. Rhinard, P.E.
Principal

DCR/ja/4511
Enclosures

cc: Gail Kenson, Director
Planning Department, City of Marathon
Don Craig
Jim Bowen
Rebecca Jetton
Ken Metcalf

**Florida Keys Guest Vehicle Survey Sites
Marathon to Tavernier
April/May 2004.**

Coconut Cay Resort and Marina

7196 Overseas Highway
Marathon, Florida 33050
305-289-7672

17 regular rooms
7 two-bedroom cottages
Full kitchens in 2-bedroom
separate cottages

The Moorings Village

123 Beach Road
Islamorada, Florida 33036
305-664-4708

18 cottages/homes
7 one-bedroom
11 2+bedrooms

Conch Key Cottages

62250 Overseas Highway
Walkers Island, Florida 33050
305-289-1377

5 one-bedroom units,
12 multi-bedroom units

Kon-Tiki Resort

81200 Overseas Highway
Islamorada, Florida 33036
305-664-4702

23 total units with flex space
configurations for 7 units
allowing some rooms and stilt
houses to be combined and used as
multi-bedroom suites.

Ocean Pointe Suites at Key Largo

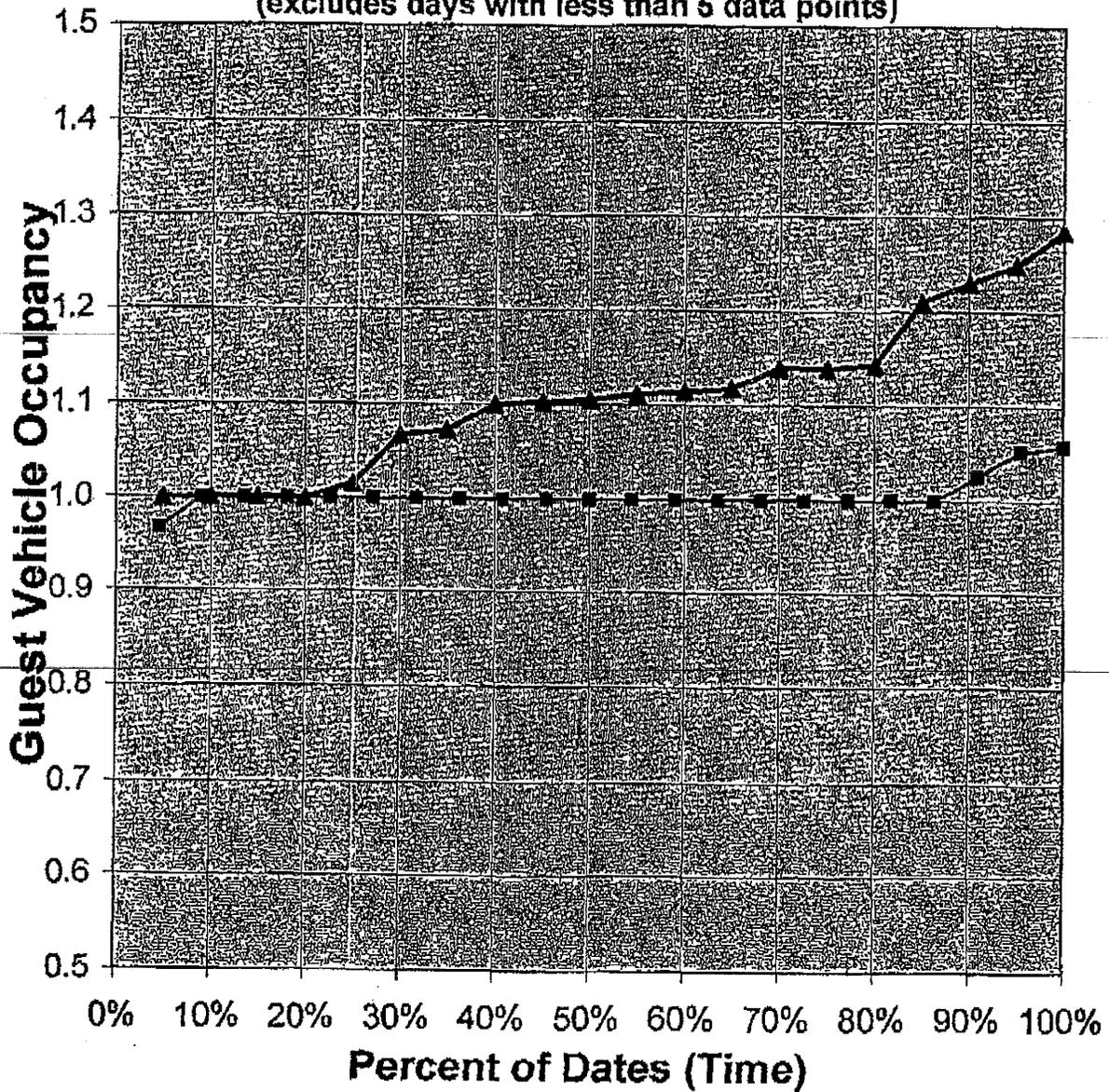
500 Burton Drive
Tavernier, FL 33070
305-853-3000

1-bedroom and 2-bedroom suites
161 total; during the survey
51 one-bedroom and 106
two-bedroom suites available for
use

Note: Each of the five survey properties offers different room styles.

Distribution of Guest Vehicle Occupancy by Day

(excludes days with less than 5 data points)



■ Regular Rooms ▲ Multi-Bedroom/Bath Units

Occupied Rooms

Survey Days	Room Number	DOW	Start / Date	April							May							Weekday Total	Weekend Total	Grand Total	Average Units Occupied	Average Occupancy Occ. %										
				Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa						Su									
Regular Rooms																																
Coconut Cay*	15	1	9	5	1	2	3	4	7	15	13	10	9	9	16	18	19	13	4	10	9	6	6	11	18	18	2	51	37	88	5.87	35%
Kona-Tiki**	15	2	6	7	7	7	6	12	14	15	13	10	9	9	16	17	19	13	7	11	14	9	7	7	7	11	12	125	68	191	12.73	85%
Moonings	16	3	7	7	7	7	6	6	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	10	10	109	6.81	67%	
Cave Key	12	4	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	24	13	18	1.50	21%
Ocean Pt.	12	5	18	14	9	9	12	15	20	23	13	28	9	9	17	30	37	24	2	30	33	46	25	35	35	18	10	110	79	189	15.75	31%
Total	70																											356	231	585	8.50	45.2%
Multi-Bathroom/Bath Units																																
Coconut Cay*	15	1	5	4	5	5	6	4	7	4	3	2	2	2	2	2	3	2	2	1	0	0	0	7	7	7	48	24	72	4.80	69%	
Kona-Tiki**	15	2	10	9	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	13	13	24	1.60	40%
Moonings	16	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	8	8	16	1.00	92%
Cave Key	12	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0%
Ocean Pt.	12	5	15	15	15	15	14	21	22	20	12	32	2	2	5	13	18	18	41	30	34	38	35	35	35	41	17	174	175	349	29.08	27%
Total	70																											341	277	618	8.83	36.9%
All Rooms																																
Coconut Cay*	15	1	14	10	6	7	9	8	14	19	16	12	11	11	18	20	21	14	6	11	18	13	13	18	18	17	93	61	160	10.67	44%	
Kona-Tiki**	15	2	16	16	16	17	13	16	17	17	17	12	11	11	18	20	21	14	7	11	14	9	18	17	17	17	138	77	215	14.33	75%	
Moonings	16	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	188	103	271	18.94	94%	
Cave Key	12	4	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	16	16	29	2.42	20%	
Ocean Pt.	12	5	18	14	9	9	12	15	20	23	13	28	9	9	17	30	37	24	2	30	33	46	25	35	35	41	284	234	538	44.82	29%	
Total	70																											705	508	1213	17.13	41.0%

Coconut Cay * 5 additional single rooms filled 4/18 through 4/21 and 10 additional single rooms filled 4/23 for full occupancy. Excluded. Bus patrons.

Kona-Tiki ** Has next space. Units 8, 9, 10 can be rented singly or in pairs or as triplet.

Units 21 and 22 can be rented singly or in pairs.

Units 23 and 24 can be rented singly or in pairs.

Note: Banks indicate dates not surveyed. Zepes indicate surveyed result.

Weekday totals Sunday through Thursday night stays.

Weekend totals Friday plus Saturday.

Guest Vehicles

Survey Days	Number Rooms	DOW	Apr							May							Weekday Total	Weekend Total	Grand Total	Average Vehicles Or Bldg	Average Vehicle Per Unit										
			Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr						Sa	Su								
Coconut Cay *	15	17	1	9	6	1	2	3	4	7	7	15	16	13	10	9	9	17	16	19	19	13	14	19	51	38	87	5.80	0.341		
Kona Tiki **	15	15	2	2	8	7	7	9	12	14	16	15	13	10	9	9	17	16	18	15	11	14	9	7	11	126	88	102	12.80	0.883	
Moonrigger	18	7	2	8	7	7	8	6	6	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	68	41	109	6.81	0.873		
Genoa Key	12	7	4	1	1	1	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	10	6	16	1.50	0.274		
Ocean Pt.	12	91	5	15	14	8	9	12	18	20	23	19	30	40	5	9	18	29	37	24	30	33	48	26	36	113	79	192	15.00	0.375	
Total	76	97	Total	15	14	8	9	33	49	48	47	47	25	40	5	9	18	29	37	24	30	33	48	26	36	188	120	308	15.84	0.4683	
Coconut Cay *	15	7	1	8	4	5	5	6	4	7	7	5	4	2	2	2	5	2	3	2	1	7	7	8	8	49	26	75	5.00	0.714	
Kona Tiki **	15	4	2	10	11	9	10	7	10	10	10	10	10	4	4	5	5	5	5	2	0	0	0	0	0	19	19	38	2.53	0.893	
Moonrigger	18	11	3	10	11	9	10	7	10	10	10	10	10	4	4	5	5	5	5	2	0	0	0	0	0	15	67	182	11.38	1.034	
Genoa Key	12	5	4	4	0	1	1	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	8	5	11	0.82	0.183	
Ocean Pt.	12	106	5	18	15	15	15	17	25	27	30	22	30	41	2	2	3	1	3	0	2	17	22	19	27	188	189	377	31.22	0.298	
Total	70	133	Total	18	15	15	15	30	41	43	43	22	41	43	2	2	8	20	23	18	15	17	22	42	41	378	305	683	8.76	0.4082	
Coconut Cay *	15	24	1	16	10	8	7	9	8	14	14	14	20	17	12	11	11	22	4	10	6	11	16	13	14	19	100	62	162	10.80	0.450
Kona Tiki **	15	19	2	16	18	18	17	8	14	18	20	17	20	17	11	11	22	23	24	15	11	14	9	21	20	145	85	230	15.33	0.897	
Moonrigger	18	18	3	16	18	18	17	13	16	17	17	17	17	17	11	11	22	19	19	21	20	21	20	21	20	183	108	291	18.19	1.070	
Genoa Key	12	12	4	4	1	2	2	2	2	3	3	3	3	3	4	4	4	4	4	4	4	4	4	4	4	16	13	29	2.42	0.201	
Ocean Pt.	12	152	5	31	28	24	24	29	41	47	43	31	41	48	11	11	28	49	80	42	46	71	88	67	124	302	257	559	42.42	0.802	
Total	70	230	Total	31	28	24	24	53	61	68	65	65	83	83	41	41	88	124	124	82	82	82	82	82	82	82	746	435	1281	18.30	0.4325

Coconut Cay * 5 additional single rooms filed 4/18 thru 4/21 and 10 additional single rooms filed 4/23 for full occupancy. Excluded. Bus patrons.
 Kona Tiki ** Has 16k spots. Units 3, 9, 10 can be rented singly or in pairs or as triplet.
 Units 21 and 22 can be rented singly or in pairs.
 Units 23 and 24 can be rented singly or in pairs.
 Note: Blank indicates dates not surveyed. Zero indicates surveyed result.
 Weekday totals Sunday through Thursday night stays.
 Weekend totals Friday plus Saturday.

Guest and Motor Vehicles Per Occupied Room

Survey Number Days/Rooms	DOW Week/Date	April							May							Weekday Average	Weekend Average	Overall Avg
		Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr			
Coconut Cay *																		
15	17	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
16	18	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
17	19	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
18	20	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
19	21	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
20	22	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
21	23	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
22	24	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
23	25	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
24	26	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
25	27	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
26	28	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
27	29	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
28	30	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
29	1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
30	2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Total	70	1.00	1.00															
Coconut Cay *																		
15	17	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
16	18	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
17	19	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
18	20	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
19	21	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
20	22	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
21	23	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
22	24	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
23	25	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
24	26	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
25	27	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
26	28	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
27	29	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
28	30	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
29	1	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
30	2	1.2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Total	70	1.07	1.00	1.00														
Coconut Cay *																		
15	17	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
16	18	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
17	19	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
18	20	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
19	21	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
20	22	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
21	23	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
22	24	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
23	25	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
24	26	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
25	27	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
26	28	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
27	29	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
28	30	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
29	1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
30	2	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Total	70	1.03	1.00	1.00														
Coconut Cay *																		
15	17	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
16	18	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
17	19	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
18	20	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
19	21	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
20	22	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
21	23	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
22	24	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
23	25	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
24	26	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
25	27	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
26	28	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
27	29	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
28	30	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
29	1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
30	2	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Total	70	1.03	1.00	1.00														

Coconut Cay * 5 additional single rooms filled 4/18 thru 4/21 and 10 additional single rooms filled 4/23 for full occupancy. Excluded: Bus patrons.

Kor-Tiki ** Has flex spaces. Units 8, 9, 10 can be rented singly or in pairs or as triplet.
Units 21 and 22 can be rented singly or in pairs.
Units 23 and 24 can be rented singly or in pairs.

Note: Blank indicates dates not surveyed. Dashes indicate surveyed date with no occupancy.
Weekend totals Sunday through Thursday night stays.
Weekend totals Friday plus Saturdays.

Marathon, Florida

Base data - vehicles per occupied room - existing resorts

Data gathered March, 2004

Property	Rooms	vehicles	
Ramada (twelve months)	18454	18790	
Crystal Bay	1029	1127	
Black Fin	1901	1003	
Coconut Cay	1885	1885	
Hidden Harbor	644	644	
Yellowtail/Bonefish	720	720	
Blue Waters	727	757	
	24460	24926	1.019052

**Marathon Hospitality Association
August/September 2004 Survey
Unit and Vehicle Occupancy Data**

Vehicle Report

Resort Name: MARINA DEL MAR

Total Rooms: 152

Room #	# of Bedrooms	Number of Vehicles by Room by Date																		
		8/27	8/28	8/29	8/30	8/31	9/1	9/2	9/3	9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	9/12	9/13	
125	2																			
109	2																			
207	2																			
305	2																			
403	2																			
101	2																			
252	2																			
507	1																			
126	2																			
121	2																			
204	1																			
131	2																			
208	2																			
104	2																			
222	2																			
252	2																			
128	2																			
202	2																			
206	2																			
304	1																			
309	1																			
230	1																			
207	1																			
102	2																			
103	2																			
130	2																			
132	2																			
110	2																			
129	2																			

187

Page 11

Vehicle Report

Resort Name: *Coconut Bay*

Total Rooms: *25*

Room #	# of Bedrooms	8/27	8/28	8/29	8/30	8/31	9/1	9/2	9/3	9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	9/12	9/13	
31																				
32																				
33																				
34																				
35																				
36																				
37																				
38																				
39																				
40																				
41																				
42																				
43																				
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45																				
46																				
47																				
48																				
49																				
50																				
51																				
52																				
53																				
54																				
55																				
56																				
57																				
58																				
59																				
60																				

Handwritten scribbles

micromobile workers in these rooms that have 1 vehicle most times

Vehicle Report

Resort Name: *COCONUT CTR*

Total Rooms: *69*

Room #	# of Bedrooms	Number of Vehicles by Room by Date																		
		8/27	8/28	8/29	8/30	8/31	9/1	9/2	9/3	9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	9/12	9/13	
<i>60</i>																				
<i>61</i>																				
<i>62</i>																				
<i>63</i>																				
<i>64</i>																				
<i>65</i>																				
<i>66</i>																				
<i>67</i>																				
<i>68</i>																				
<i>69</i>																				
<i>70</i>																				
<i>71</i>																				

Vehicle Report		MURKIN DEL MAR													Total Rooms: 152			
Room #	# of Bedrooms	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843
2216	2																	
227	2																	
167	2																	
409	1																	
410	1																	
225	2																	
221	2																	
211	2																	
205	2																	
403	1																	
204	2																	
213	2																	
108	2																	
406	1																	
123	2																	
211	2																	
405	2																	
107	2																	
111	2																	
203	2																	
204	1																	
209	1																	
205	2																	
202	2																	
310	2																	
201	2																	
301	2																	
010	2																	
304	2																	
102	2																	

Deluxe 5 rooms not sold during survey period

20

Vehicle Report

47

P/25 16/35

Resort Name: Mariners Club Key Largo

Total Rooms: 30

Room #	# of Bedrooms	Number of Vehicles by Room Date																		
		8/27	8/28	8/29	8/30	8/31	9/1	9/2	9/3	9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	9/12	9/13	
201	2																			
204	3																			
208	3																			
210	3																			
212	3																			
402	3																			
406	3																			
407	2																			
408	2																			
412	3																			
803	3																			
804	3																			
806	3																			
807	3																			
809	3																			
810	3																			
811	3																			
812	3																			
702	2																			
703	2																			
704	2																			
707	2																			
708	2																			
710	2																			
711	2																			
803	2																			
806	2																			
901	2																			
903	2																			
905	2																			

12 2 bedrooms in the rental program at this time
6 3 bedrooms

ATTACHMENT B

**Guest Vehicle Aggregate Survey Totals
April/May 2004 and August/Sept. 2004
Combined Survey Totals**

Measure	Room/Unit Style	Weekdays	Weekends	Overall
Occupied Rooms/Units Total	Regular	720	549	1,269
	Suites	<u>721</u>	<u>1,047</u>	<u>1,768</u>
	---	1,441	1,596	3,037
Guest & Visitor Vehicles Total	Regular	718	546	1,264
	Suites	<u>792</u>	<u>1,114</u>	<u>1,906</u>
	---	1,510	1,660	3,170
Vehicle Per Occupied Unit Overall	Regular	0.997	0.995	0.996
	Suites	1.098	1.064	1.078
	---	1.048	1.040	1.044
Suite Vehicle Occupancy as % of Regular Single Room		110.1%	106.9%	108.2%

C

“Beachwalk”

2600 East Hallandale Beach Boulevard, Hallandale Beach, Florida

Alternative Hotel Parking Standard Study

I. INTRODUCTION

Beachwalk is a proposed mixed use development with 84 residential units, a 216 all-suite hotel and accessory 1,225 square foot restaurant. As reflected in Table 1 below, parking for the Beachwalk residential and restaurant use will be provided using the standard Hallandale Beach parking ratio for such use.

Use	Intensity of Proposed Use	Hallandale Beach Applicable/Requested Parking Standard	Provided Parking Spaces
Hotel Suite (2 Keys)	432 Keys (216 Hotel Suites)	1 parking space per room/key applicable .6 parking space per room/key requested	260 Space
3 Bedroom Condo	60 Units	2.0 Spaces	120 Spaces
2 Bedroom Condo	24 Units	1.75 Spaces	42 Spaces
Guest Parking		10% of 162 Parking Spaces	17 Spaces
Restaurant Parking	1225 SF	200 SF	7 Spaces
			446 Total Required Spaces ¹ 451 Spaces Provided

The purpose of this study is to provide an analysis in support of an alternative parking standard for the Beachwalk all-suite hotel. The City permits the use of an alternative parking standard through the transmittal of a parking study evidencing that “the parking

¹ Based upon Applicable/Requested Parking Standard

requirement for the particular project is less than the requirement per this Code". The proposed alternative parking standard requested is .6 parking spaces per hotel room (key.) In support of this alternative parking standard the Applicant offers the following information.

The Beachwalk Hotel will be a contemporary hotel that features 216 suites, each of which has 2 bedrooms, one of which is a "lockout" unit (i.e., the master bedroom and bath of the suite may be used by separate hotel guests, leaving a 1-bedroom suite hotel room for use by a separate guest.) The City calculates the locked-out bedroom as an additional hotel "key"; thus this 216 suite hotel is treated for parking purposes as a 432 room hotel. The Applicant intends to market these suites to buyers who are less inclined to place their master bedroom in the hotel pool of available rooms. The Applicant is, therefore, confident that the 1 parking space per hotel room standard typically applied in Hallandale Beach is excessive at this site. This position is supported by current regulatory standards and industry trends regarding how parking demand is being calculated for beach-oriented hotels located in an urban setting, such as the City of Hallandale Beach.

II. CONSISTENCY WITH THE HALLANDALE BEACH COMPREHENSIVE PLAN

The proposed alternative hotel parking standard is consistent with the policy direction of the City Future Land Use Element and Transportation Element, which incorporates smart growth policies and recognizes the need to reduce minimum parking requirements in order to avoid excessive parking. Those policies include:

Future Land Use

Policy 1.12.4: The City shall maintain innovative land development regulations that encourage mixed use developments and incorporate site design and planning techniques that will enhance the quality of large scale developments or redevelopment areas.

Transportation

Policy 1.3.12: The City shall coordinate with Broward County to develop Transportation Demand Management (TDM) and Transportation System Management (TSM) programs to modify peak hour travel demand and reduce the number of vehicle miles traveled within the City and region. Consistent with the Broward County Transportation Element, TDM strategies may include:

- a. Ridesharing programs – Ridesharing is a form of transportation, other than public transit, in which more than one person shares the use of the vehicle, such as a car or van, to make a trip.
- b. Flexible Work Hours – Allows employees to schedule their work hours so as to avoid driving during peak hours.
- c. Telecommuting – Home-based employees primarily in information-oriented jobs.
- d. Shuttle Service – Buses, vans or cars used to provide transportation from remote parking locations to the workplace.
- e. Parking Management – Includes preferred parking, price parking, parking limitations and shared parking.
- f. Corridor Studies – Coordinated efforts between the County, MPO, FDOT and local governments which consider a wide variety of initiatives to encourage higher public transit use and transit-oriented design development.
- g. Congestion Management Plan (CMP) – Priority strategies serving the County’s Urban Infill Area, which includes the entire City area, intended to mitigate congestion and improve operational LOS.

Policy 1.3.13: The City, in conjunction with MPO, FDOT and the DCA will analyze the feasibility of establishing a demonstration overlay transit-oriented corridor (TOC) zoning district on a selected corridor in the City by December 2013. To promote a multimodal transportation system that places emphasis on public transportation systems, the following studies and strategies are recommended.

1. Determine the amount of undeveloped land and the potential for redevelopment of existing land along the corridor.
2. Determine the roadway level of service and public transit ridership along the corridor.
3. Study the type of development incentives needed to encourage transit oriented development (TOD) within a TOC zoning district. These incentives could include any combination of the following:
 - reduced parking requirements;
 - waiver or partial waiver of impact fees and other development related costs;
 - public costs;
 - public funding of transit-oriented development improvements
4. Develop a roadway and public transit monitoring system. The monitoring system should provide for measuring, on at least an annual basis, the roadway and transit impacts along the corridor, the roadway and transit impacts of transit oriented developments versus auto-oriented developments along the corridor.

5. Study the potential for securing grant funding for the demonstration project, including the hiring of a full-time transit corridor coordinator.
6. By 2001, coordinate with the BCPC to modify and restructure the transportation planning process to enhance the relationship between land use and transportation planning.

Policy 1.3.14: The City shall continue its current practice of recognizing the interaction within mixed-use developments and the resulting internal trip reductions. Mixed-use developments are characterized by three (3) or more mutually supporting land uses with physical site integration in a coherent plan.

III. CITY ZONING PROVISIONS SUPPORTIVE OF PROPOSED ALTERNATIVE PARKING STANDARD FOR BEACHWALK HOTEL

Beachwalk is to be located at 2600 East Hallandale Beach Boulevard which property is zoned "City Central Business District" (CCB). The intent of the CCB district, as defined by Section 32-175, is to:

- Encourage commercial and office uses which enhance and support financial and upscale office professional based industries;
- Promote the development of mixed use projects with an emphasis placed on upscale office and commercial projects combined with upper floor residential;
- Promote the creation of a pedestrian-friendly environment; and
- Encourage more compact vertical development instead of sprawling horizontal development within the district.

The Code further clarifies this intent by stating:

[T]he fostering of public/private partnerships is essential, it is intended that the city commission will exercise the ability to maximize redevelopment potential and provide for high-quality development by **setting standards that are site-specific when appropriate**. Through this site-specific approach to site redevelopment, **the city can work with developers to consider specific constraints and opportunities relative to their parcels**. Ultimately **opportunities can be created for the further enhancement and fulfillment of the district goals and objectives**. (emphasis added)

In addition to the flexibility offered in the CCB zoning district, Beachwalk is also located within the established "Planned Redevelopment Overlay Zoning District" (PRD). Further, the Applicant has requested that the site be designated as a "Planned

Development Overlay District” (PDD). As set forth in Section 32-174, the purpose and intent of the PDD is:

[T]o provide an optional zoning procedure to permit site design flexibility and greater land use intensity and density in order to encourage high-quality, innovative development that is consistent with comprehensive plan policies, applicable city development and redevelopment plans, and desired development patterns and land uses in an overlay zone that:

- Encourages flexibility in the design and negotiation of land development in order to promote its most appropriate use
- Facilitates the adequate and economical provision of streets and utilities
- Ensures that development is planned, designed, and developed to function as integral units independently or in concert with the existing land use pattern and adjacent building sites.

As a testament to this flexibility, the City of Hallandale Beach has never formally adopted parking standards for hotels in the City’s Zoning Code, but rather defers to the use of an Administrative Parking Rules document.

Section 32-455(c)(1) of the City’s Zoning Code requires that non-residential development provide:

“Parking in accordance with the standards set forth in the administrative parking standards document maintained in the growth management department. The city manager may approve reduction from these standards up to ten percent of the required number of spaces.”

The Administrative Parking Rules document currently on file in the City’s Development Services Department establishes the following:

USE	STANDARD
Hotels, motels and other tourist	1:guest room accommodations plus 1: 200 GFA for other areas, such as office space, lobby areas, restaurants, meeting rooms, gift shops and other accessory uses.

By using this as a guide, together with the provisions of the CCB, PRD and PDD, the City Commission is encouraged to apply an alternative parking standard where appropriate.

IV. TOURIST INDUSTRY TRENDS SUPPORT THE ALTERNATIVE PARKING STANDARD FOR THE BEACHWALK HOTEL

Many factors influence whether a tourist uses a car or rents a car, including the reason for the stay (business or pleasure), initial costs from airport to hotel, anticipated daily transportation costs, economic status of the tourist and type of vacation (active recreation, shopping, resort oriented). These factors may be generalized as a tradeoff between costs and convenience, which depends on the intended activities and lifestyle of the tourist. Larger hotels within walking distance to the beach are typically family oriented hotels, which do not generally cater to business travelers. Individuals, couples and families that would typically prefer a car would include those planning to take longer trips from the hotel as a home-base, those planning to take daily trips to many different destinations in the general area and those with the highest economic means that are willing to pay the higher costs for the convenience of a car. Conversely, taxis and shuttles are popular for individuals, couples and families who are planning to stay at the hotel for most of the day and take limited trips for an occasional meal, shopping or recreational trip.

The Beachwalk Hotel will be a unique “urban beach-oriented” hotel which will be designed and operated to allow guests the ability to avoid the expense of a car. These elements of Beachwalk include that:

- The 216 suite units will be marketed and sold as 2 bedroom hotel condominiums with full kitchens, providing a family oriented product;
- While the 2-bedroom suites will provide “lock-outs”, given the anticipated ownership pattern, the single hotel room lock-out will tend to serve as a private storage room for the unit owner, and since there will be no requirement that the lock-out unit be placed in the hotel rental pool, treating this lock-out unit as a separate hotel room for parking purposes would require almost double the amount of parking anticipated to be needed at the Beachwalk Hotel;
- With full kitchens in each suite, as well as an on-site restaurant, hotel guests will not have to leave the hotel for their daily meals;
- Hotel shuttle service to the beach and airport will further reduce the need for hotel guests to have a car;
- The beach, entertainment and considerable shopping opportunities are located within a 5 minute/ ¼ mile walk from Beachwalk; and
- Beachwalk will be an all valet parking facility.

The foregoing characteristics of the proposed Beachwalk Hotel, within the context of tourist travel patterns, further supports the use of the alternative parking standard proposed for this site.

To summarize, the location, character and operations of an urban, beach oriented hotel in Hallandale Beach warrant substantial reductions in minimum parking, well below one parking space/room.

V. EXISTING HOTEL STANDARDS AND EMPIRICAL EVIDENCE SUPPORT REDUCED PARKING REQUIREMENTS FOR TOURIST ORIENTED HOTELS

Perhaps nowhere in Florida is tourism promoted more or provided more than in Orlando. As a mecca for tourists, Orlando has established the following parking standards for full service hotels:

Jurisdiction	Hotel	Restaurant
Orlando	.5 spaces/room	5 spaces/1,000 s.f.

If the Orlando parking standard for hotel were applied to the proposed Beachwalk Hotel at 432 “keys”, the required parking would be 216 spaces. The proposed parking standard of .6 parking spaces per hotel room (key) for the proposed hotel would require 260 parking spaces, substantially more than Orlando would require for a similar hotel!

Reduced parking standards for hotels have a long history of successful operation in another tourist mecca-- Fort Lauderdale Beach. The Sheraton Fort Lauderdale Beach (formerly known as the “Sheraton Yankee Clipper”) and the Westin Fort Lauderdale Beach (formerly known as the “Sheraton Yankee Trader”) underwent major renovations in 2009/2010, including necessary requests for Parking Reductions. Attachment 1 contains the staff report, final order and actual parking study for the Sheraton Yankee Clipper; Attachment 2 contains the staff report and Valet Parking Agreement for the Sheraton Yankee Trader (pursuant to the Fort Lauderdale ULDR, these “Parking Reductions” were granted as part of site plan approval.)

The Sheraton Yankee Clipper information regarding existing use of the site reflect an effective parking standard of .59 spaces per room and includes an analysis of existing conditions which reflect an excess of between 77 and 82 parking spaces at peak periods. The Sheraton Yankee Trader report documents a peak parking rate per occupied room of 71 percent. The Sheraton Yankee Trader Hotel achieved a peak demand of 274 parking spaces for 459 rooms, and the report indicates that this translated to the .71 per occupied room, which indicates the room occupancy rate would have been 84%. The report also documents that when room occupancy reached 100% on a different date, the parking rate per occupied room was only .60.

As Hallandale Beach continues to establish itself as a “tourist mecca”, reduced parking standards for hotels can put the City on par with successful tourist areas around the State and improve the City’s competitive position in the marketplace as well as further the goals, objectives and polices of the City’s Comprehensive Plan.

VI. INSTITUTE OF TRAFFIC ENGINEERS (ITE) STANDARD

The Institute of Transportation Engineers is an international educational and scientific association of transportation professionals who are responsible for meeting mobility and safety needs. ITE facilitates the application of technology and scientific principles to research, planning, functional design, implementation, operation, policy development and management for any mode of ground transportation. ITE regularly publishes parking standards for various types of uses, including hotel uses.

The proposed Beachwalk Hotel would fall within Land Use Code 310 Hotel (Urban) of the “ITE Parking Generation, 4th Edition”. The Land Use Code 310 Hotel (Urban) is defined as “places of lodging that provide sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room) and/or other retail and service shops”. ITE sets a parking generation rate at .64 for Land Use Code 310 Hotel (Urban), a standard which is essentially the same as that provided for the Beachwalk Hotel.

VII. CONCLUSION

The proposed Beachwalk Hotel is an urban beach-oriented project that is unlike the traditional “suburban style” development which has characterized hotel development in Hallandale Beach for decades. The Beachwalk Hotel will be the first new hotel built east of US 1 in over twenty years. The traditional approach to parking creates a “sea” of parking or an increase in building height that is often the result of applying “published” generic parking standards or borrowing parking standards from suburban environments. These parking requirements tend to be excessive and inflexible, leading to more parking than is necessary in an urbanized area along transit corridors and within walking distance to the beach, as well as shopping and entertainment.

As provided in the accompanying Major Development Site Plan application, the Applicant proposes to incorporate transit amenities into this mixed use development, such as a hotel shuttle free for guests/residents, additional parking for the neighboring condominium and increased on-street parking along Diana Drive, as well as pedestrian walkways to improve pedestrian circulation in the neighborhood.

Based upon the foregoing, the Applicant proposes that a parking ratio of .6 parking spaces per hotel room (key) be utilized at the Beachwalk Hotel.

Attachment C

Methodology for Estimating Hotel Guests Arriving by Rental Car Based on Trip Data Maintained by the Broward County Aviation Department

Methodology Overview

As noted in the report, 49% of Broward tourists arrive by flight, 46% by automobile and 5% by other modes. Some of those tourists arriving by flight and other modes will rent cars and drive to the hotel, thus requiring a parking space. The balance will arrive by taxi, van, shuttle or friend/relative and not require a parking space. While it is not possible to directly calculate the number of taxi trips versus the other transportation options that would go from the airport to the hotel, countywide data can be adjusted to serve as a reasonable proxy. This method allows for a comparison of the number of trips by vehicle type. The following table provides the calculations and confirms that rental cars comprise 50% of the local trips (not accounting for trips from relatives or friends) from the airport.

Table A.1. Rental Car Percentage of Total Vehicular Trips from Fort Lauderdale Airport

A	Annual Rental Car Trips ¹	1,579,125
B	Local Use Adjustment Factor (% of rental car trips that are local) ²	80%
C (A X B)	Local Rental Car Trips	1,263,300
D	Annuals Trips - Taxis, Vans, Shuttles and Limo ³	1,250,000
E (C + D)	Total Local Trips	2,513,300
F (C / E)	% of Total Vehicular Trips by Rental Cars	50%

If the 50% estimate from Row F were utilized without further adjustment, the number of hotel guests renting a car and requiring parking would be calculated by multiplying the 50% by the 54% arriving by flight and other modes, this calculates to 27% which would be added to the 46% of tourists arriving to Broward County by automobile for a total of 73% requiring parking.

Several adjustments must be considered in applying the trip data to estimate hotel rental car demand specifically for Beachwalk:

- 1) It must be recognized that the 50% estimate represents a countywide figure for all types of trips. A small percentage of the rental car trips occur as day trips whereby the visitor does not stay overnight.
- 2) The percentage of visitors choosing a rental car would be substantially impacted based on proximity to the airport. Taxi prices are determined roughly based on distance. As such, taxi fare would be roughly double for hotels located in the northwest and southwest as compared to Beachwalk. This means a much higher percentage will opt for rental car over taxi on a countywide basis as compared to the more proximate Beachwalk site.

¹ FY 2011 data provided by Finance Division, Broward County Aviation Department.

² Excludes estimated one way trips and trips to locations outside of Broward County.

³ Jacobs Engineering report, Commercial Vehicle Business Arrangements, dated April 2010 (Table ES-1). The van and courtesy shuttle trip count includes vehicles serving hotels and limited off-site parking locations. Hotel shuttle trips typically include multiple guests from the hotel. Neither of these factors have been applied as adjustments.

3) The percentage of visitors choosing to rent a car would be substantially impacted based on whether the hotel offers a free shuttle as an alternative. The percentage of hotels offering free shuttle service decreases with distance from the hotel. Most hotels located in more distant cities such as Westin and Coral Springs do not offer shuttle service. This means a much higher percentage at more remote hotels will be required to utilize a rental car as compared to Beachwalk and similarly proximate hotels that offer free shuttles.

4) Many hotels are located in suburban settings which are not conducive to walking once the guest arrives at the hotel. As a result, many hotels throughout Broward County are essentially auto-dependent. This means that a much higher percentage of guests staying at hotels in suburban locations will be required to utilize rental cars as compared to Beachwalk and other hotels in urban locations.

5) Suburban hotels typically offer free parking, while hotels in more urban locations typically require valet service at a fee. This contributes to higher parking demands at suburban locations.

Each of these factors warrant an adjustment. When all of these factors apply to a particular hotel location, a 20% site specific adjustment is appropriate to avoid overestimating rental car demand. Therefore, if 50% of visitors arriving by flight rent cars on a countywide basis, it is reasonable to estimate that 40% of guests arriving by flight would rent cars when planning to stay at a hotel. such as Beachwalk where all five factors apply in reducing rental car demand. Table A-2 calculates the rental car rate for Beachwalk based on the site specific adjustment factors.

Table A-2. % of Hotel Guests Utilizing Rental Cars and Personal Cars at Beachwalk

A.	Rental Car % of Total Vehicular Trips (Countywide) from Table A-1	50%
B.	Site Specific Adjustment Factor	80%
C. (A X B)	Rental Car % of Guest Trips from Airport to Beachwalk	40%
D.	% of Guests Arriving by Flight (49%) and other Modes (5%)	54%
E. (C X D)	% of Guests Utilizing Rental Car	22%
F.	% of Guests Arriving to Broward County by Automobile.	46%
G. (E + F)	% of Units Requiring Parking	68%

The 68% estimate is still considered conservative for the following reasons. First, no adjustment has been applied to the estimate of tourists arriving to Broward County by flight versus automobile. The Specific Site Factors would reduce the 46% arriving by automobile and increase the 54% arriving by other modes when applied to those guests intending to stay at Beachwalk. If this factor were applied, it would further reduce the parking demand. Second, the 40% of those renting a car from the airport has been applied to those arriving by train, ship and bus. However, a lower percentage would be expected to rent cars from those other locations due to the lack of on-site rental car facilities.

City of Fort Lauderdale Planning and Zoning Board STAFF REPORT

Case # 90-R-09

January 22, 2009

Request:

Site Plan Level III Review / Parking Reduction

The Applicant is seeking approval for a 19-space reduction (20 spaces with existing and new difference) from the previous existing parking required. The reduction is pursuant to ULDR Sec. 47-20.3, Parking Reductions.

Applicant	Sherwood Asset Management d.b.a A1A Clipper LLC. / The Yankee Clipper Hotel	
General Location	1140 Seabreeze Blvd	
Property Size	32,616.54 SF / .703 acres	
Zoning	Residential Multifamily High Rise / High Density District (RMH-60)	
Future Land-Use Designation	HIGH Residential	
Applicable ULDR Sections	47-20.3 Parking Reductions and Exemptions	
	Required	Proposed
Lot Size	10,000 sf min.	32,616.54 SF Existing
Lot Width	N/A	250 ft Existing
Building Height	120 ft max.	63.56 ft Existing
Structure Length	N/A	163 ft Existing
Floor Area	N/A	70,304 sf Existing
Parking	Existing Required 722 New Required 741	Existing Provided 430 New Provided 429
	Required	Proposed
Setbacks/Yards		
Front (E)	31.75 ft	120 ft Existing
Side (N)	31.75 ft	4.2 ft Existing
Side (S)	31.75 ft	24.8 ft Existing
Rear (W)	31.75 ft	40.3 ft Existing
Notification Requirements	Sign Notice 15 days prior to meeting	
Action Required	Approve, Approve with Conditions, or Deny	
	Name and Title	Initials
Project Planner	Thomas Lodge, Planner II	

Property/Project Description:

The Yankee Clipper building, located at 1140 Seabreeze Blvd., is planning to undergo interior renovations of guest rooms, public spaces, bar and the enlargement of a restaurant. In addition, a number of guest rooms will be enlarged to suites, while other rooms will be eliminated completely. The Development Review Committee reviewed the proposed site plan on November 10, 2008 and all development requirements have been addressed, except for parking.

Due to an original valet parking agreement, the existing 722 parking required were reduced to a total of 430 provided (A difference of -292 spaces). With the renovation of the hotel, the new number of spaces required is 741, with 429 spaces to be provided (A difference of -312 spaces). The existing difference (-292) and the new difference (-312) amount to a difference of 20 parking spaces

The applicant has provided a parking study, prepared by Kimley-Horn and Associates, Inc., which is included in the plans package. The parking study has concluded that the maximum parking demand for the proposed renovation of the Yankee Clipper site is expected to be 376 spaces during the peak period. The parking surplus would be 53

spaces during the peak period. A narrative provided by Greenberg Traurig, P.A. outlines how the proposal meets the Adequacy Requirements of Section 47-25.2 is also attached in the plans package.

Staff Determination:

The City's traffic consultant Kittelson & Associates, Inc. has reviewed the traffic study prepared by Nichols Page Design Associates and has recommended approval of the reduction (Letter included in the plans package). The Engineering Department agrees with the recommendation.

**Planning and Zoning
Board Review Options:**

- If the Planning and Zoning Board determines that the application meets the criteria for parking reductions, the Board shall approve the request subject to ULDR Sec. 47-20.3.A.5.
- If the Planning and Zoning Board determines that the proposed request does not meet the standards and requirements of the ULDR for parking reductions the Board shall deny the application and procedures for appeal to the City Commission as provided in Sec. 47-26B Appeals, shall apply.

Approval Conditions:

1. A Parking Reduction Order must be executed and recorded in the public records of Broward County at the applicant's expense.

PZ 90-R-08/01-22-09/TL

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DOCUMENT COVER PAGE

Document Title: **PARKING REDUCTION ORDER**

Return To:

GREENBERG TRAUIG, P.A.
Tracy H. Lautenschlager, Esq.
Greenberg Traurig, P.A.
401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, Florida 33301

①

PARKING REDUCTION ORDER

Case Nos. 90-R-08 and 91-R-08

Applicant/Project:

A. Applicant, A1A CLIPPER LLC, a Delaware limited liability company, filed an application for Development Plan approval and a parking reduction for a certain parcel of land, referred to by Case Nos. 90-R-08 and 91-R-08 (the "Development Parcel").

B. The Development Parcel is a portion of a larger existing hotel property owned by the Applicant and operated as a single hotel, located generally east of Seabreeze Boulevard and north of Holiday Drive and also west of Seabreeze Boulevard within Harbor Drive, all of which property is legally described on Exhibit 1, attached hereto and referred to herein as the "Property."

C. The Applicant submitted an application for parking reduction in connection with Case No. 90-R-08; the development described in Case No. 91-R-08 does not impact required parking.

D. The Parking Reduction was approved by the Planning and Zoning Board on January 22, 2009. (Case Nos. 91-R-08).

E. The application for parking reduction, pursuant to Section 47-20.3 of the Unified Land Development Regulations ("ULDR"), associated with the Development Plan was presented to the Planning and Zoning Board on January 22, 2009.

F. The Application for parking reduction was reviewed based upon the requirements provided in Section 47-20 of the ULDR and the facts submitted by the Applicant:

1. Hotel and related and accessory uses on the Property with square footages as shown on the Development Plans.
2. The number of parking spaces required for the hotel and related and accessory uses on the Property as depicted on the Development Plans are as follows:

<u>Use:</u>	<u>Parking Rate:</u>	<u>Total Spaces:</u>
349 Hotel Rooms on parcel east of Seabreeze	1 space per room	349
<i>Reduction of 19 Hotel Rooms</i>	<i>No reduction of parking</i>	
+/- 6,581 s.f. Public assembly space	1 space/400 s.f.	18
+/- 2,742 s.f. of Bar (2,477 s.f. existing and 265 s.f. new)	1 space/65 s.f.	43
Restaurant: Kitchen, +/- 3,236 s.f. Customer Service Area, +/- 3,101 s.f.	0 parking required 1 space/30 s.f. of CSA	104

Restaurant >4,000 s.f., +/- 1,426 s.f.	1 space/30 s.f. of CSA	48
Restaurant >4,000 s.f. Gross Floor Area, +/- 7,763 s.f.	1 space/250 s.f. of GFA	32
	Subtotal on parcel east of Seabreeze	594
Hotel use on parcel west of Seabreeze:		
151 Hotel Rooms	1 space per room	151
	Total Required by Development Plans	745
	Total Required by Existing Development	726

3. Due to a prior valet parking agreement, the existing 726 parking spaces required were reduced to a total of 430 spaces provided, a difference of -296 spaces. As shown on the Development Plans, the new number of spaces required is 745, with 429 spaces to be provided, a difference of -316 spaces. The existing difference (-296) and the new difference (-316) amounts to a difference of 20 parking spaces.
4. Applicant requested to reduce the parking requirement by: 20 spaces, so that the number of parking spaces required and provided for the proposed uses as shown on the Development Plans are 429 spaces.
5. The legal description of the parcel where the 429 spaces are to be provided is the Property described on Exhibit 1.
6. The address of the property where parking is to be provided is: 1140 Seabreeze Boulevard.
7. The legal description of the property served by the parking area is the Property described on Exhibit 1.
8. The address of the property served by the parking area is: 1140 Seabreeze Boulevard.
9. The criteria for granting a parking reduction as provided in Section 47-20.3.A.5. of the ULDR as submitted by the Applicant is as follows:
 - a. The use, site, and structure as shown on the Development Plans evidences characteristics which support a determination that the need for parking for the development is less than that required by the ULDR for similar uses.

To wit: The Applicant submitted a parking study, prepared by Kimley Horn Engineers dated December 9, 2008, that analyzed the existing parking demand and demonstrated that the maximum parking demand for the proposed renovation of the Property is expected to be 376 spaces in the peak period, resulting in a parking surplus of 53 spaces during the peak period.
 - b. There is a public parking facility within seven hundred (700') feet of the parcel which the parking is intended to serve along a safe pedestrian path which spaces

may be used to provide parking for the applicant's property without with the need for public parking.

To wit: The City's South Beach public parking lot lies within 700 feet of this site (as based on the parking study from Nichols/Page Design Associates, December, 2008, DRC case # 90-R-08).

10. At its January 22, 2009, meeting, the Planning & Zoning Board approved the Parking Reduction pursuant to Motion, an excerpt of the Minutes of which are attached hereto.

Based on the facts submitted above it is ORDERED that a Twenty (20) space parking reduction is hereby granted for the Property, which will result in a parking requirement of Four Hundred Twenty-Nine (429) spaces in connection with the use of the Property be granted subject to the following conditions:

- A. The property continues to be used for:

Hotel and related and accessory uses, in accordance with the dimensions as shown on the development plan approved by the City Commission in connection with the Parking Reduction.
- B. This Parking Reduction Order acts as a restrictive covenant running with the land and is binding on any successors in interest or assigns of the property owner.
- C. This Order may only be terminated by approval of the City of Fort Lauderdale in accordance with the ULDR and if there is a failure of a condition of this Order or discontinuance of a fact that was a basis for approval of the Parking Reduction Order, the full parking requirements for the use must be provided or an amended parking reduction Order as provided in the ULDR must be approved by the City.
- D. The parking reduction hereby granted shall terminate if use of the parking is not commenced and continued or a building permit issued for renovations, the use of which will require the parking described herein is not issued, within eighteen (18) months of the effective date of this Order and building permits stay in effect and construction continued until a Certificate of Occupancy or Certificate of Completion, as applicable, is issued.

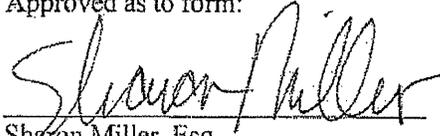
This Order shall only take effect upon the recordation of this Order in the public records of Broward County, Florida by and at the expense of the applicant and applicant provides a copy of the recorded Order to the Construction Services Bureau.

Dated this 20 day of March, 2009.

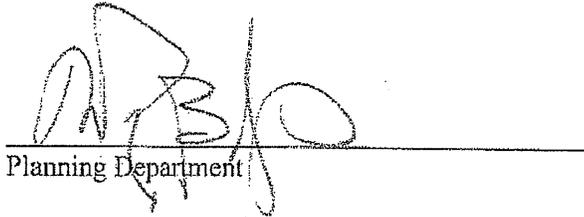
(Signatures on the following page.)

Parking Reduction Order
A1A Clipper LLC
Case Nos. 90-R-08 and 91-R-08
Page 4

Approved as to form:



Sharon Miller, Esq.
Assistant City Attorney



Planning Department

~~STATE OF FLORIDA)
COUNTY OF BROWARD)~~

~~The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by _____, as the _____ of the Planning Department of the City of Fort
Lauderdale. He/she is personally known to me or has produced _____ as identification.~~

~~(SEAL)
Notary Public, State of Florida~~

~~_____
Print Name
My Commission Expires:~~

Parking Reduction Order
A1A Clipper LLC
Case No. 90-R-08 and 91-R-08
Page 5

The applicant does hereby acknowledge and agree with the facts, conditions, requirements and all statements provided herein.

Robert Gainer
Applicant
A1A Clipper, LLC

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of March, 2009, by Robert Gainer, as officer of A1A Clipper LLC (Owner). He/she is personally known to me or has produced N/A as identification.

(SEAL)
Notary Public, State of Florida
Elizabeth J. Ozuna
Print Name
My Commission Expires:

Elizabeth J. Ozuna

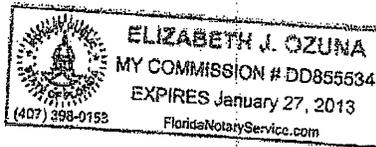


EXHIBIT "1"

LEGAL DESCRIPTION

All of Parcel "X", HARBOUR BEACH RESUBDIVISION OF A PORTION OF UNIT 1, according to the plat thereof as recorded in Plat Book 26, Page 32, of the public records of Broward County, Florida.

AND

Lots 3 and 4, and Tracts "B" and "C", HOLIDAY BEACH TWO, according to the plat thereof as recorded in Plat Book 92, Page 42, of the public records of Broward County, Florida.

AND

All of Lots 14, 15, 16, 17, 18, 23, 24, 27 and 28, OCEAN HARBOR, according to the plat thereof as recorded in Plat Book 26, Page 39, of the public records of Broward County, Florida, LESS that portion of Lot 27, described as follows:

BEGINNING at the Northwest corner of said Lot 27; thence Easterly along the North boundary of said Lot 27, a distance of 100.67 feet; thence Southerly on a line, said line being 100 feet East of (measured at a right angle) and parallel to the West boundary of said Lot 27, a distance of 121.81 feet to an intersection with the Easterly boundary of said Lot 27; thence Southwesterly along said Easterly boundary, a distance of 60.94 feet to the Southeast corner of said Lot 27; thence West along the South boundary of said Lot 27, a distance of said Lot 27, a distance of 182.46 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.



Kimley-Horn
and Associates, Inc.

November 21, 2008

Mr. Adam Vest, P.E.
Kittelson & Associates, Inc.
110 East Broward Boulevard, Suite 2410
Fort Lauderdale, Florida 33301

■
Suite 109
5200 N.W. 33rd Avenue
Ft. Lauderdale, Florida
33309

Re: Sheraton Yankee Clipper Hotel Renovation (DRC #90-R-08)
1140 Seabreeze Boulevard/SR A1A
Parking Reduction Study

Dear Mr. Vest:

We have completed a parking reduction analysis for the Sheraton Yankee Clipper Hotel. Attachment A includes a summary of the methodology meeting held on October 9th, 2008 and associated correspondence. The following sections summarize our data collection, analysis, results, and conclusions consistent with the approved methodology.

Existing Parking Demand

In order to determine the existing parking demand of the uses currently operating on-site, parking occupancy data were collected on August 21, 2008 (Thursday) and on August 23, 2008 (Saturday). The number of occupied parking spaces was recorded in 30-minute intervals from 6 a.m. to 11 p.m. on both days. The occupancy data included all five (5) parking areas within the site consisting of the parking garage on the west side of SR A1A, the surface parking lot south of the parking garage (employee lot), valet parking along the east side of SR A1A, the covered parking lot below the hotel building accessed from Holiday Drive, and the small parking garage located on the south side of Harbor Drive (N) west of SR A1A. An inventory at the time of data collection yielded a total 430 parking spaces within the site. Attachment B presents the unadjusted parking occupancy data and map of the parking areas.

Occupancy Adjustment

The parking occupancy data was adjusted to account for peak occupancy conditions at the hotel site. Based upon historical occupancy data for the hotel, the appropriate hotel guest parking adjustment factor was determined to be 1.24 for the month of August. Detailed historical occupancy information and detailed adjustment factor calculations are provided in Attachment C.

■
TEL 954 535 5100
FAX 954 739 2247



Hotel employee parking demand does not typically follow the linear relationship to hotel occupancy as with guest parking. During peak season, hotel operations utilize non-resident temporary labor. Temporary staff is provided local housing by the hotel and do not often have vehicles during this period, further reducing peak season employee parking demands.

Parking studies provided by City staff performed by Walker Parking Consultants, Inc. was reviewed to determine if data was available to calculate an appropriate employee parking peak season adjustment rate. Information on this issue was not present in those reports. Therefore, an FDOT peak season adjustment factor was applied to the employee parking data. The appropriate peak season adjustment factor for the study period is 1.21. Adjustment factor information is provided in Attachment C.

Site Parking Demand

Based upon the parking occupancy data collected and the adjustments for peak season, the maximum hourly parking demand on a typical peak weekday (Thursday) occurs at 6:30 a.m. when the site would utilize approximately 341 spaces. During a typical peak weekend (Saturday), the peak hourly parking demand of 342 spaces is expected at approximately 3:00 p.m. In conclusion, the site currently utilizes approximately 80 percent of the parking supply leaving approximately 88/89 spaces vacant. Detailed parking occupancy information is provided in Attachment D.

According to the City of Fort Lauderdale's Parking Code requirements, the existing restaurant use would require 169 parking spaces while the existing bar/lounge use would require an additional 38 parking spaces. If the subject uses are currently parked per code requirements, they would account for 207 spaces of the 341/342 spaces currently occupied on site. This remaining parking demand is equivalent to approximately 0.27 spaces per room for the site. Detailed code parking calculations for existing uses are included in Attachment E.

Parking Reduction Analysis

According to City of Fort Lauderdale Code requirements and the previously approved site-specific parking rate of 0.75 spaces per room, the existing site requires a total of 598 parking spaces while the proposed renovation would require a Code parking supply of 615 parking spaces. Therefore, the proposed renovation represents a Code parking increase of 17 parking spaces. Detailed City Code parking requirements for both the existing and proposed uses are provided in Attachment E.



Shared Parking Analysis

The shared parking analysis was performed based upon the hotel room parking rate calculated from the existing parking demand, the City of Fort Lauderdale Code requirements for the restaurant and bar/lounge uses, and parking accumulation percentages by time of day in the *Shared Parking Report* (2nd Edition) published by the Urban Land Institute (ULI). The initial parking requirements are summarized in Table F1 in Attachment F. The shared parking analysis was conducted for both weekday and weekend scenarios. The following assumptions were made with regards to the proposed uses:

- "Hotel-Leisure" peak hour accumulation percentages were applied for the hotel use.
- "Hotel-Restaurant/Lounge" peak hour accumulation percentages were applied for the bar use as the bar is ancillary to the hotel.
- "Restaurant-Fine/Casual Dining" peak hour accumulation percentages were applied for the restaurant use.

The weekday peak hour accumulation percentages that are published in the ULI *Shared Parking* report for each land use are summarized in Tables F2 and F3. As indicated in Tables F2 and F3, the maximum hourly parking demand during the weekday is 353 spaces and 348 spaces during the weekend period.

Shared User/Internal Capture Reduction

A shared user/captive market adjustment is typically applied consistent with previous parking reduction approvals by the City of Fort Lauderdale and ULI *Shared Parking Report* (2nd Edition) methodologies. However, since the shared parking analysis performed for this site is based upon existing site-specific parking demand rates collected, interaction between uses has already been applied to the analysis.

Mode of Travel Reduction

A mode-of-travel adjustment recognizing the use of non-motorized and non-private vehicles is typically applied to parking reduction studies for hotel land uses. However, since the shared parking analysis performed for this site is based upon existing site-specific parking demand rates collected in the field, interaction between uses has already been applied to the analysis.

Existing Parking Supply

As part of the parking reduction study, the existing parking supply was inventoried. The site has five (5) general parking areas. The majority of parking



Kimley-Horn
and Associates, Inc.

Mr. Adam Vest, P.E., November 21, 2008, Pg. 4

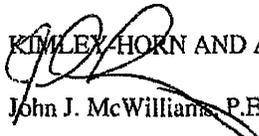
for the site is provided in the parking garage along the west side of SR A1A , a surface parking lot located south of the garage, and an additional covered parking lot below the hotel along Holiday Drive on the east side of SR A1A. Additional small surface parking areas are provided through the property as indicated in Attachment G. Based upon an inventory conducted in August 2008, the site has 430 parking spaces.

Conclusions

Based on the existing parking demand analysis and shared parking analysis provided herein, the parking demand for the proposed renovation of the Yankee Clipper site is expected to be 353 spaces during the weekday peak period and 348 during the weekend peak period. It is expected that the site will have a parking surplus of 77 spaces during the weekday peak period and 82 spaces during the weekend peak period.

Please feel free to contact me if you have any questions on this analysis. We look forward to your response.

Very Truly Yours,


KIMLEY-HORN AND ASSOCIATES, INC.

John J. McWilliams, P.E.

Attachments

Cc: Ms. Diana Alarcon, City of Fort Lauderdale
Mr. Dennis Girisgen, P.E., City of Fort Lauderdale
Mr. Bruce Zehner, Premier Development, LLC
Ms. Tracy Lautenschlager, Esq., Greenberg Traurig, LP
Mr. Jeff Falkanger, FSMY, Inc.
Mr. Damon Ricks, Flynn Engineering, Inc.
Mr. Bob Berg, BBG-BBGM, Inc.

ATTACHMENT A

McWilliams, John

From: Adam Vest [avest@kittelson.com]
Sent: Monday, October 27, 2008 11:12 AM
To: McWilliams, John
Cc: DGirisen@fortlauderdale.gov; lautenschlagert@gtlaw.com; dtricks@flynnengineering.com; BZehner@PremierDCS.net; jfalkanger@falkanger.com; Bob.Berg@bbg-bbgm.com; dalarcon@fortlauderdale.gov; Marais Lombard
Subject: RE: Yankee Clipper (DRC #87-R-08) - Proposed Parking Reduction StudyMethodology

John,

As long as the approach for determining the captive market and mode adjustments is consistent with what was approved in the *Beachwalk at Bahia Mar* study and ULI's Shared Parking, 2nd Edition, then I have no problem with the methodology. Just cite adequate research and approach in the report for determining these reduction factors.

Let me know if you have any additional questions.

Thanks,

Adam

From: John.McWilliams@kimley-horn.com [mailto:John.McWilliams@kimley-horn.com]
Sent: Monday, October 20, 2008 10:01 AM
To: Adam Vest
Cc: DGirisen@fortlauderdale.gov; lautenschlagert@gtlaw.com; dtricks@flynnengineering.com; BZehner@PremierDCS.net; jfalkanger@falkanger.com; Bob.Berg@bbg-bbgm.com; dalarcon@fortlauderdale.gov
Subject: Yankee Clipper (DRC #87-R-08) - Proposed Parking Reduction StudyMethodology

Adam:

Attached you will find a memorandum summarizing the methodology discussed at our 10/9/08 meeting. An original will be sent via US Mail. Please let me know if you have any comments by 10/27/08.

Regards,

John

John J. McWilliams, P.E. (FL)
Kimley-Horn and Associates, Inc.
5200 NW 33rd Avenue, Suite 109
Fort Lauderdale, FL 33309
P: 954-535-5100
F: 954-739-2247



Kimley-Horn
and Associates, Inc.

12
Suite 109
5200 N.W. 33rd Avenue
Ft. Lauderdale, Florida
33309

Memorandum

To: Adam Vest, P.E.
Kittelson & Associates, Inc.

From: John McWilliams, P.E. *JM*

Cc: Dennis Girisgen, P.E. – City of Fort Lauderdale (email)
Diana Alarcon – City of Fort Lauderdale (email)
Tracy Lautenschlager - Greenberg Traurig, LP (email)
Bruce Zehner – Premier Development, Inc. (email)
Damon Ricks – Flynn Engineering Services, P.A. (email)
Jeff Falkanger – Falkanger Snyder Martineau & Yates (email)
Bob Berg –BBG-BBGM (email)

Date: October 20, 2008

Subject: Yankee Clipper Renovations (DRC #87-R-08)
Parking Reduction Study Methodology Meeting

The purpose of this memorandum is to summarize the methodology agreed to for the parking reduction study that will be performed as part of the DRC application to renovate the existing Yankee Clipper Hotel development located at 1140 Seabreeze Boulevard in Fort Lauderdale Beach, Florida. A methodology meeting was held at 10:30 a.m. on October 9th, 2008. The following sections summarize the methodology.

Parking Generation Analysis

In order to determine the actual parking demand generated by the existing hotel rooms within the site, a parking generation analysis will be conducted as part of the parking reduction study. The parking generation analysis will utilize the following methodologies/assumptions:

- An inventory of the existing parking space supply will be performed and summarized in the analysis. Guest and employee parking will be identified in the inventory.
- Parking occupancy counts in 30-minute intervals on a typical Thursday and Saturday from 6:00 a.m. to 11:00 p.m. on each day.



- Guest parking demand counts will be adjusted to account for historical peak occupancy rates within the hotel. Historical occupancy rates will be obtained from the hotel and applied.
- Employee parking demand counts will be adjusted for peak season. FDOT's peak season conversion factor applicable to the date of data collection or a comparable factor obtained from the City's most recent beach area parking study, performed by Walker Parking Consultants, Inc. (if available/applicable). The purpose of this adjustment is to account for the increase in staff during peak conditions and is not expected to have a direct linear relationship to the peak guest parking demand.
- The highest adjusted peak parking demand within the recorded 30-minute period will be utilized as a basis to determine the actual parking demand per room. In order to account for parking demands within the parking supply associated with other existing accessory uses on the site (bar, public assembly space, and restaurant), the code parking requirements for these accessory uses will be subtracted from the adjusted parking demand to determine the parking demand attributable to only the hotel rooms.

Shared Parking Analysis

Utilizing the actual parking demand for the hotel room uses and the code requirements for all existing and proposed accessory uses, a shared parking analysis will be conducted for the proposed redevelopment. The shared parking will utilize the following methodologies/assumptions:

- Time-of-day parking accumulation percentages will be obtained from the Urban Land Institute's *Shared Parking Report - 2nd Edition*.
- For the hotel-room parking demand, time-of-day parking accumulation percentages for the *Hotel-Leisure* land use will be utilized.
- For the bar/lounge parking demand, time-of-day parking accumulation percentages for the *Bar-Hotel Restaurant/Lounge* land use will be utilized.
- For the large restaurant use parking demand, time-of-day parking accumulation percentages for the *Restaurant-Fine/Casual Dining* land use will be utilized.
- A shared user/captive market adjustment will be applied based upon the p.m. peak hour internal capture matrix/methodology outlined in the *Trip Generation Handbook - 2nd Edition*. One-half (1/2) of the actual number of internally captured trips from this calculation will be applied to the shared parking analysis to account for the portion of patrons that visit more than one (1) lane use during the analysis period.



- A mode-of-travel adjustment will be applied, consistent with previous shared parking analyses conducted in the beach area. A five (5%) percent reduction will be assumed equating to a 2.5 percent reduction in parking demand. This reduction will be applied in the shared parking analysis.

The results of both analyses will be documented in a detailed report. The detailed report will also summarize the code requirements for the proposed renovation/redevelopment, as well as the actual number of parking spaces that we propose to provide.

It will be presumed the City and their consultant is in agreement with this methodology summary if any objections are not received at our office by October 27, 2008.

ATTACHMENT B

Table B1: Thursday Parking Demand

TOD	Demand			Percent of Total Capacity	Excess Spaces
	Employees	Guests	Total		
6:00 AM	36	235	271	63%	159
6:30 AM	45	231	276	64%	154
7:00 AM	52	222	274	64%	156
7:30 AM	56	205	261	61%	169
8:00 AM	70	196	266	62%	164
8:30 AM	78	187	265	62%	165
9:00 AM	80	170	250	58%	180
9:30 AM	87	162	249	58%	181
10:00 AM	83	157	240	56%	190
10:30 AM	83	147	230	53%	200
11:00 AM	82	135	217	50%	213
11:30 AM	84	128	212	49%	218
12:00 PM	82	128	210	49%	220
12:30 PM	77	123	200	47%	230
1:00 PM	78	119	197	46%	233
1:30 PM	72	120	192	45%	238
2:00 PM	74	120	194	45%	236
2:30 PM	73	120	193	45%	237
3:00 PM	82	131	213	50%	217
3:30 PM	89	129	218	51%	212
4:00 PM	79	133	212	49%	218
4:30 PM	66	128	194	45%	236
5:00 PM	49	129	178	41%	252
5:30 PM	43	132	175	41%	255
6:00 PM	40	124	164	38%	266
6:30 PM	37	123	160	37%	270
7:00 PM	38	115	153	36%	277
7:30 PM	43	118	161	37%	269
8:00 PM	39	111	150	35%	280
8:30 PM	40	142	182	42%	248
9:00 PM	41	143	184	43%	246
9:30 PM	38	157	195	45%	235
10:00 PM	49	177	226	53%	204
10:30 PM	40	188	228	53%	202
11:00 PM	37	206	243	57%	187

Table B2: Saturday Parking Demand

TOD	Demand			Percent of Total Capacity	Excess Spaces
	Employees	Guests	Total		
6:00 AM	36	196	232	54%	198
6:30 AM	39	194	233	54%	197
7:00 AM	49	195	244	57%	186
7:30 AM	54	196	250	58%	180
8:00 AM	60	188	248	58%	182
8:30 AM	70	182	252	59%	178
9:00 AM	76	169	245	57%	185
9:30 AM	75	165	240	56%	190
10:00 AM	75	160	235	55%	195
10:30 AM	74	151	225	52%	205
11:00 AM	83	144	227	53%	203
11:30 AM	80	144	224	52%	206
12:00 PM	91	154	245	57%	185
12:30 PM	90	153	243	57%	187
1:00 PM	94	159	253	59%	177
1:30 PM	93	165	258	60%	172
2:00 PM	97	173	270	63%	160
2:30 PM	96	173	269	63%	161
3:00 PM	104	174	278	65%	152
3:30 PM	97	172	269	63%	161
4:00 PM	82	148	230	53%	200
4:30 PM	80	140	220	51%	210
5:00 PM	63	144	207	48%	223
5:30 PM	57	138	195	45%	235
6:00 PM	61	142	203	47%	227
6:30 PM	58	140	198	46%	232
7:00 PM	57	137	194	45%	236
7:30 PM	53	135	188	44%	242
8:00 PM	52	126	178	41%	252
8:30 PM	46	128	174	40%	256
9:00 PM	47	149	196	46%	234
9:30 PM	46	151	197	46%	233
10:00 PM	47	158	205	48%	225
10:30 PM	46	168	214	50%	216
11:00 PM	47	181	228	53%	202

ATTACHMENT C

Sheraton Yankee Clipper												
Historical Occupancy and Rate For 2006 - 2008												
	January	February	March	April	May	June	July	August	September	October	November	December
2008	Occupancy	12,244	13,138	14,707	13,184	11,789	11,610	12,032	11,798	8,327	8,888	10,294
2007	Occupancy	12,753	12,745	14,815	13,616	12,015	12,072	13,591	13,521	10,318	9,949	11,890
2006	Occupancy	9,639	11,654	13,664	13,043	11,080	10,306	12,083	9,392	7,377	10,764	12,258
2006-2008	Occupancy	34,636	37,537	43,186	39,843	34,884	33,988	37,706	34,711	27,886	29,601	34,442
Monthly Peak Occupancy Adjustment Factor		1.25	1.15	1.00	1.08	1.24	1.27	1.15	1.24	1.55	1.46	1.25

2007 Peak Season Factor Category Report - Report Type: ALL
 Category: 8600 EAST-A1A TO US1

MOCF: 0.90

Week	Dates	SF	PSCF
1	01/01/2007 - 01/06/2007	1.00	1.11
2	01/07/2007 - 01/13/2007	0.95	1.06
* 3	01/14/2007 - 01/20/2007	0.91	1.01
* 4	01/21/2007 - 01/27/2007	0.91	1.01
* 5	01/28/2007 - 02/03/2007	0.90	1.00
* 6	02/04/2007 - 02/10/2007	0.90	1.00
* 7	02/11/2007 - 02/17/2007	0.89	0.99
* 8	02/18/2007 - 02/24/2007	0.89	0.99
* 9	02/25/2007 - 03/03/2007	0.88	0.98
*10	03/04/2007 - 03/10/2007	0.88	0.98
*11	03/11/2007 - 03/17/2007	0.88	0.98
*12	03/18/2007 - 03/24/2007	0.89	0.99
*13	03/25/2007 - 03/31/2007	0.90	1.00
*14	04/01/2007 - 04/07/2007	0.92	1.02
*15	04/08/2007 - 04/14/2007	0.93	1.04
16	04/15/2007 - 04/21/2007	0.94	1.05
17	04/22/2007 - 04/28/2007	0.95	1.06
18	04/29/2007 - 05/05/2007	0.97	1.08
19	05/06/2007 - 05/12/2007	0.98	1.09
20	05/13/2007 - 05/19/2007	0.99	1.10
21	05/20/2007 - 05/26/2007	1.00	1.11
22	05/27/2007 - 06/02/2007	1.02	1.14
23	06/03/2007 - 06/09/2007	1.03	1.15
24	06/10/2007 - 06/16/2007	1.05	1.17
25	06/17/2007 - 06/23/2007	1.05	1.17
26	06/24/2007 - 06/30/2007	1.06	1.18
27	07/01/2007 - 07/07/2007	1.06	1.18
28	07/08/2007 - 07/14/2007	1.06	1.18
29	07/15/2007 - 07/21/2007	1.07	1.19
30	07/22/2007 - 07/28/2007	1.07	1.19
31	07/29/2007 - 08/04/2007	1.07	1.19
32	08/05/2007 - 08/11/2007	1.07	1.19
33	08/12/2007 - 08/18/2007	1.08	1.20
→ 34	08/19/2007 - 08/25/2007	1.09	1.21
35	08/26/2007 - 09/01/2007	1.11	1.24
36	09/02/2007 - 09/08/2007	1.13	1.26
37	09/09/2007 - 09/15/2007	1.14	1.27
38	09/16/2007 - 09/22/2007	1.13	1.26
39	09/23/2007 - 09/29/2007	1.12	1.25
40	09/30/2007 - 10/06/2007	1.11	1.24
41	10/07/2007 - 10/13/2007	1.09	1.21
42	10/14/2007 - 10/20/2007	1.08	1.20
43	10/21/2007 - 10/27/2007	1.07	1.19
44	10/28/2007 - 11/03/2007	1.06	1.18
45	11/04/2007 - 11/10/2007	1.05	1.17
46	11/11/2007 - 11/17/2007	1.04	1.16
47	11/18/2007 - 11/24/2007	1.03	1.15
48	11/25/2007 - 12/01/2007	1.02	1.14
49	12/02/2007 - 12/08/2007	1.01	1.12
50	12/09/2007 - 12/15/2007	1.00	1.11
51	12/16/2007 - 12/22/2007	0.97	1.08
52	12/23/2007 - 12/29/2007	0.94	1.05
53	12/30/2007 - 12/31/2007	0.91	1.01

* Peak Season

ATTACHMENT D

Table D1: Thursday Parking Demand

TOD	Demand		Percent of Guest Capacity	Percent of Total Capacity	Excess Spaces	Demand (Adjusted for Occupancy)			Percent of Total Capacity	Excess Spaces
	Employees	Guests				Total	Employees	Guests		
6:00 AM	36	235	94%	63%	159	45	291	336	78%	94
6:30 AM	45	231	93%	64%	154	54	286	341	79%	89
7:00 AM	52	222	89%	64%	156	63	275	338	79%	92
7:30 AM	56	205	82%	61%	169	68	254	322	75%	108
8:00 AM	70	196	79%	62%	164	85	243	328	76%	102
8:30 AM	78	187	75%	62%	165	94	232	326	76%	104
9:00 AM	80	170	68%	58%	180	97	211	308	72%	122
9:30 AM	87	162	65%	58%	181	105	201	306	71%	124
10:00 AM	83	157	63%	56%	190	100	195	295	69%	135
10:30 AM	83	147	59%	53%	200	100	182	283	66%	147
11:00 AM	82	135	54%	50%	213	99	167	267	62%	163
11:30 AM	84	128	51%	49%	218	102	159	260	61%	170
12:00 PM	82	128	51%	49%	220	99	159	258	60%	172
12:30 PM	77	123	49%	47%	230	93	153	246	57%	184
1:00 PM	78	119	48%	46%	233	94	148	242	56%	188
1:30 PM	72	120	48%	45%	238	87	149	236	55%	194
2:00 PM	74	120	48%	45%	236	90	149	238	55%	192
2:30 PM	73	120	48%	45%	237	88	149	237	55%	193
3:00 PM	82	131	53%	50%	217	99	162	262	61%	168
3:30 PM	89	129	52%	51%	212	108	160	268	62%	162
4:00 PM	79	133	53%	49%	218	96	165	261	61%	169
4:30 PM	66	128	51%	45%	236	80	159	239	55%	191
5:00 PM	49	129	52%	41%	252	59	160	219	51%	211
5:30 PM	43	132	53%	41%	255	52	164	216	50%	214
6:00 PM	40	124	50%	38%	266	48	154	202	47%	228
6:30 PM	37	123	49%	37%	270	45	153	197	46%	233
7:00 PM	38	115	46%	36%	277	46	143	189	44%	241
7:30 PM	43	118	47%	37%	269	52	146	198	46%	232
8:00 PM	39	111	45%	34%	280	47	138	185	43%	245
8:30 PM	40	142	57%	42%	248	48	176	224	52%	206
9:00 PM	41	143	57%	43%	246	50	177	227	53%	203
9:30 PM	38	157	63%	45%	235	46	195	241	56%	189
10:00 PM	49	177	71%	53%	204	59	219	279	65%	151
10:30 PM	40	188	76%	53%	202	48	233	282	65%	148
11:00 PM	37	206	83%	57%	187	45	255	300	70%	130

Table D2: Thursday Parking Demand

TOD	Demand		Percent of Guest Capacity	Percent of Total Capacity	Excess Spaces	Demand (Adjusted for Occupancy)			Percent of Total Capacity	Excess Spaces
	Employees	Guests				Total	Employees	Guests		
6:00 AM	36	196	79%	54%	198	44	243	287	67%	143
6:30 AM	39	194	78%	54%	197	47	241	288	67%	142
7:00 AM	49	195	78%	57%	186	59	242	301	70%	129
7:30 AM	54	196	79%	58%	180	65	243	308	72%	122
8:00 AM	60	188	76%	58%	182	73	233	306	71%	124
8:30 AM	70	182	73%	59%	178	85	226	310	72%	120
9:00 AM	76	169	68%	57%	185	92	210	302	70%	128
9:30 AM	75	165	66%	56%	190	91	205	295	69%	135
10:00 AM	75	160	64%	55%	195	91	198	289	67%	141
10:30 AM	74	151	61%	52%	205	90	187	277	64%	153
11:00 AM	83	144	58%	53%	203	100	179	279	65%	151
11:30 AM	80	144	58%	52%	206	97	179	275	64%	155
12:00 PM	91	154	62%	57%	185	110	191	301	70%	129
12:30 PM	90	153	61%	57%	187	109	190	299	69%	131
1:00 PM	94	159	64%	59%	177	114	197	311	72%	119
1:30 PM	93	165	66%	60%	172	113	205	317	74%	113
2:00 PM	97	173	69%	63%	160	117	215	332	77%	98
2:30 PM	96	173	69%	63%	161	116	215	331	77%	99
3:00 PM	104	174	70%	65%	152	126	216	342	79%	88
3:30 PM	97	172	69%	63%	161	117	213	331	77%	99
4:00 PM	82	148	59%	53%	200	99	184	283	66%	147
4:30 PM	80	140	56%	51%	210	97	174	270	63%	160
5:00 PM	63	144	58%	48%	223	76	179	255	59%	175
5:30 PM	57	138	55%	45%	235	69	171	240	56%	190
6:00 PM	61	142	57%	47%	227	74	176	250	58%	180
6:30 PM	58	140	56%	46%	232	70	174	244	57%	186
7:00 PM	57	137	55%	45%	236	69	170	239	56%	191
7:30 PM	53	135	54%	44%	242	64	167	232	54%	198
8:00 PM	52	126	51%	41%	252	63	156	219	51%	211
8:30 PM	46	128	51%	40%	256	56	159	214	50%	216
9:00 PM	47	149	60%	46%	234	57	185	242	56%	188
9:30 PM	46	151	61%	46%	233	56	187	243	56%	187
10:00 PM	47	158	63%	48%	225	57	196	253	59%	177
10:30 PM	46	168	67%	50%	216	56	208	264	61%	166
11:00 PM	47	181	73%	53%	202	57	224	281	65%	149

ATTACHMENT E

DRC Parking Calculations

Existing Parking Required

	Use	Ratio	Units	Required	
				Units	Spaces
East Side	Hotel	0.75/Room*	349	262	
	Public Assembly Space, Ground Level	1/400sf	4,136	10	
	Public Assembly Space, 1st Level	1/400sf	2,445	6	
	Bar <4,000sf	1/65sf	2,477	38	
	Kitchen	0	3,236	0	
	Customer Service Area	1/30sf	2,716	91	
	Restaurant>4,000sf Outdoor Dining, A1A Patio	1/30sf	1,426	48	
	Restaurant>4,000sf (Kitchen, CSA, Patio)	1/250sf	7,378	30	
	Sub-total				485

* .75/Room Ratio from 09/21/98 Meeting Room Renovation

	Use	Ratio	Units	Required	
				Units	Spaces
West Side	Hotel	0.75/Room*	151	113	
	Sub-total				113
	Total				598

* .75/Room Ratio from 09/21/98 Meeting Room Renovation

New Parking Required

	Use	Ratio	Units	Required	
				Units	Spaces
East Side	Hotel**	.75/Room*	349	262	
	Public Assembly Space, Ground Level	1/400sf	4,136	10	
	Public Assembly Space, 1st Level	1/400sf	2,445	6	
	Bar <4,000sf, Clipper	1/65sf	1,591	24	
	Bar <4,000sf, Clipper	1/65sf	1,151	18	
	Kitchen	0	3,236	0	
	Customer Service Area	1/30sf	3,101	103	
	Restaurant>4,000sf Outdoor Dining, A1A Patio	1/30sf	1,426	48	
	Restaurant>4,000sf (Kitchen, CSA, Patio)	1/250sf	7,763	31	
Sub-total				502	

* .75/Room Ratio from 09/21/98 Meeting Room Renovation

** 330 Actual Units, 349 Used for City Calculations

	Use	Ratio	Units	Required	
				Units	Spaces
West Side	Hotel**	.75/Room*	151	113	
	Sub-total				113
	Total				615

* .75/Room Ratio from 09/21/98 Meeting Room Renovation

** 146 Actual Units, 151 Used for City Calculations

ATTACHMENT F

**TABLE F1
SHERATON YANKEE CLIPPER
SITE PARKING TABULATION**

	Area	Parking Ratio	Parking Requirements
Hotel-Leisure	500 rms	0.27 spaces per room +16 spaces for public assembly space	151
Bar-Hotel Restaurant/Lounge	2,742 s.f.	1.00 space per 65 s.f.	42
Restaurant-Fine/Casual Dining (customer service area, outdoor dining, AIA patio)	4,527 s.f.	1.00 space per 30 s.f.	151
Restaurant-Fine/Casual Dining (customer service area, patio, kitchen)	7,763 s.f.	1.00 space per 250 s.f.	31
		Total	375

**TABLE F2
SHERATON YANKEE CLIPPER
SHARED PARKING ANALYSIS - WEEKDAY**

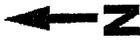
No. of spaces	Hotel- Leisure 151	ULI Guest Rate	Bar-Hotel Restaurant/ Lounge 42	ULI Customer Rate	Restaurant- Fine/Casual Dining 182	ULI Customer Rate	Total 375
Time of Day							
6 a.m.	143	95%	0	-	0	-	143
7 a.m.	143	95%	4	10%	0	-	147
8 a.m.	136	90%	13	30%	0	-	149
9 a.m.	121	80%	4	10%	0	-	125
10 a.m.	106	70%	4	10%	27	15%	137
11 a.m.	106	70%	2	5%	73	40%	181
12 p.m.	98	65%	42	100%	137	75%	277
1 p.m.	98	65%	42	100%	137	75%	277
2 p.m.	106	70%	14	33%	118	65%	238
3 p.m.	106	70%	4	10%	73	40%	183
4 p.m.	113	75%	4	10%	91	50%	208
5 p.m.	121	80%	13	30%	137	75%	271
6 p.m.	128	85%	23	55%	173	95%	324
7 p.m.	128	85%	25	60%	182	100%	335
8 p.m.	136	90%	30	70%	182	100%	348
9 p.m.	143	95%	28	67%	182	100%	353
10 p.m.	143	95%	25	60%	173	95%	341
11 p.m.	151	100%	17	40%	137	75%	305
12 a.m.	151	100%	13	30%	46	25%	210

**TABLE F3
SHERATON YANKEE CLIPPER
SHARED PARKING ANALYSIS - WEEKEND**

No. of spaces	Hotel- Leisure 151	ULI Guest Rate	Bar-Hotel Restaurant/ Lounge 42	ULI Customer Rate	Restaurant- Fine/Casual Dining 182	ULI Customer Rate	Total 375
Time of Day							
6 a.m.	143	95%	0	-	0	-	143
7 a.m.	143	95%	4	10%	0	-	147
8 a.m.	136	90%	13	30%	0	-	149
9 a.m.	121	80%	4	10%	0	-	125
10 a.m.	106	70%	4	10%	0	-	110
11 a.m.	106	70%	2	5%	27	15%	135
12 p.m.	98	65%	42	100%	91	50%	231
1 p.m.	98	65%	42	100%	100	55%	240
2 p.m.	106	70%	14	33%	82	45%	202
3 p.m.	106	70%	4	10%	82	45%	192
4 p.m.	113	75%	4	10%	82	45%	199
5 p.m.	121	80%	13	30%	109	60%	243
6 p.m.	128	85%	23	55%	164	90%	315
7 p.m.	128	85%	25	60%	173	95%	326
8 p.m.	136	90%	30	70%	182	100%	348
9 p.m.	143	95%	28	67%	164	90%	335
10 p.m.	143	95%	25	60%	164	90%	332
11 p.m.	151	100%	17	40%	164	90%	332
12 a.m.	151	100%	13	30%	91	50%	255

ATTACHMENT G

Table G1: Existing Parking Supply		
Site	Parking Spaces	
Garage	1st Floor	45
	2nd Floor	49
	3rd Floor	49
	4th Floor	35
	5th Floor	50
Surface Parking	129	
Valet	21	
Beach Build. Garage	45	
Marina Parking	7	
Total	430	



NOT TO SCALE



-  Parking Garage West of A1A
-  Surface Parking Lot South of Parking Garage (Employee Lot)
-  Valet Parking Lot
-  Covered Parking Lot Below Hotel
-  Parking Garage South of Harbor Drive (N)

Figure G - 2
Parking Areas
Sheraton Yankee Clipper
Fort Lauderdale, Florida



Kimley-Horn
and Associates, Inc.

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COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 05-20-2008 AGENDA ITEM: R-02

COMMISSION REPORT NO: 08-0704

PREPARED BY:

Greg Brewton 05-08-2008 13:12:01 DEPT: Planning and Zoning

DEPARTMENT DIRECTOR'S SIGNATURE

Ella Parker, Planner III, 954-828-3729
AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

George Gretsas 05-14-2008 12:06:59
CITY MANAGER'S SIGNATURE

TITLE 1: SITE PLAN LEVEL IV - AMENDMENTS TO EXISTING HOTEL - YANKEE TRADER

TITLE 2: CASE 143-R-07 NORTH BUILDING, CASE 144-R-07 SOUTH BUILDING

SUBJECT:

Applicant: A1A Trader, LLC.
Location: 303 and 331 North Fort Lauderdale Beach Boulevard
Zoning: A-1-A Beachfront Area ABA
Future Land Use: Central Beach Regional Activity Center

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

Introduce resolutions for: 1) North Building and 2) South Building.

- REGULAR AGENDA
 - Motion
 - Public Hearing
 - Resolution
 - Purchase
 - Consent Resolution
- CONFERENCE
 - Motion for Discussion
 - Ordinance
 - Presentation
 - Citizen Presentation
- Old/New Business
- Exec Closed Door
- Conference Reports
- Advisory Boards
- City Commission Reports
- City Manager Reports

Public Notice Advertised:

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

No budgetary impact.

FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO: TRANSACTION TYPE:

BIDS SOLICITED/RECEIVED: WBE: LATE BID:

Vendor: MBE: NO BID:

Amount: Details:

Procurement Recommendation:

Description of Exhibits:

1.	Continuation of Background	2.	041608 PZB Minutes	3.	Site Plan & Narratives -North
4.	Site Plan & Narratives - South	5.	040908 Consult. Parking Report	6.	
7.		8.		9.	

EXHIBITS: AVAILABLE VIA HARDCOPY: Exhibit #s: 3, 4

PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)

The City Commission approved a site plan and granted a development permit for a pedestrian bridge by Resolution 91-255 at the project site on December 17, 1991. The City Commission granted a beach development permit for the expansion of a canopy by Resolution 96-131 at the project site on September 4, 1996. The City Commission approved amendments to the existing facades of the Yankee Trader Hotel by Resolution 07-183 on October 2, 2007.

The hotel consists of two buildings separated by Granada Street; North Building, Case 143-R-07 and South Building, Case 144-R-07. Site plan sets and narratives are provided via hard copy as Exhibit 3 for the North Building and as Exhibit 4 for the South Building.

The Planning and Zoning Board reviewed the current application and recommended approval to the City Commission by a vote of 6-3 (North Building) and by a vote of 5-4 (South Building) on April 16, 2008. Minutes attached as Exhibit 2.

BACKGROUND/DETAIL:

Applicant proposes modifications and additions to a principal nonconforming structure, the Yankee Trader Hotel, and requests Site plan Level IV approval for proposed uses and certain dimensional requirements, including the reduction of hotel units, addition of new banquet facility, restaurant, two additional levels of parking, and 13% parking reduction. As per ULDR Sec. 47-12.9.C, alterations to an existing nonconforming structure may be permitted but shall not be considered a determination that the existing or additional structure is conforming. Any ordinance applicable to nonconforming structures shall continue to apply to the structure. As per ULDR Sec. 47-12.9.B, alterations to the nonconforming structure are permitted but are limited to improvements related to making the principal structure and its use more compatible with the Beach Revitalization Plan, but shall not exceed 50% of the replacement value of the principal structure. The value of these improvements have been determined to be below the 50% value.

City Commission Action:
If the City Commission determines that the proposed development or use meets the standards and requirements of the ULDR and criteria for a site plan level IV development, the City Commission shall approve or approve with conditions necessary to ensure compliance with the standards and requirements of the ULDR and criteria for the proposed development or use, the issuance of the site plan level IV permit. If the City Commission determines that the proposed development or use does not meet the standards, requirements and criteria, the City Commission shall deny the application. See Continuation of Background (Exhibit 1).

Attorney's Initials: sm

Continuation of Background

CAR 08-0704

Case # 143-R-07 North Building
144-R-07 South Building

EXHIBIT 1

Request:

Site Plan Level IV: Renovations to Existing Hotel / Modification of Uses / Proposed Addition / Parking Reduction Request

Table 1. Dimensional Requirements: Yankee Trader Hotel – North Building – Case 143-R-07		
Applicant	A1A Trader, LLC.	
General Location	West of Fort Lauderdale Beach Boulevard (A-1-A), east of Birch Road, north of Granada Street, south of Bayshore Drive	
Property Size	111,488 SF / 2.56 AC	
Legal Description	Lots 1 through 7, inclusive Block 8, Lauder Del Mar, according to the plat thereof, as recorded in P.B. 7, P. 30, of the Public Records of Broward County, Florida, and also a portion of Government Lot 3, in Section 6, Township 50 South, Range 43 East, Broward County, Florida	
Zoning	A-1-A Beachfront Area District (ABA)	
Existing Use	11-story hotel, 2-story parking structure	
Future Land-Use Map Designation	Central Beach Regional Activity Center	
Applicable ULDR Sections	47-12 Central Beach Districts 47-20 Parking Requirements 47-25.2 Adequacy Requirements 47-25.3 Neighborhood Compatibility Requirements	
	Required	Provided
Lot Size	NA	111,488 SF
Lot Width	NA	~350'
Building Height	200' 35' (within 20' of public right-of-way)	111' – 6" existing hotel tower 35' - parking structure
Structure Length	200'	329'-6" existing
Lot Coverage	NA	Landscape Area: 16,400 SF Open space: 28,910 SF Vehicular Use Area: 13,792 SF
Total Building SF	NA	265,133 SF
Floor Area Ratio	4	2.38
VUA Landscape Area (20%)	3,350 SF	6,408 SF
Parking	Total: 527 261: North building 266: South building	459 *
Setbacks/Yards	Required	Proposed
Front (E)	20'	20' – 5" existing restaurant 9' – 6" existing patio
Rear (W)	20' min. or ½ height of building	21' – 11" parking structure
Side (N)	20' min. or ½ height of building	52' – 8" proposed entrance canopy 10' parking structure
Side (S)	20' min. or ½ height of building	20' – 5" existing restaurant 30' parking structure

Note: * Propose Parking Reduction

Table 2. Dimensional Requirements: Yankee Trader Hotel – North Building – Case 143-R-07		
Applicant	A1A Trader, LLC.	
General Location	West of Fort Lauderdale Beach Boulevard (A-1-A), east of Birch Road, north of Seville Street, south of Granada Street	
Property Size	69,647 SF / 1.59 AC	
Legal Description	Lots 1 – 4, less right-of-way for A-1-A, and lots 5-9, 15-18 Block 7, Lauder Del Mar, according to the plat thereof, as recorded in P.B. 7, P. 30, of the Public Records of Broward County, Florida.	
Zoning	A-1-A Beachfront Area District (ABA)	
Existing Use	14-story hotel, two 2-story apartments, surface parking	
Future Land Use Map Designation	Central Beach Regional Activity Center	
Applicable ULDR Sections	47-13 Central Beach Districts 47-20 Parking Requirements 47-25.2 Adequacy Requirements 47-25.3 Neighborhood Compatibility Requirements	
	Required	Provided
Lot Size	NA	69,647 SF
Lot Width	NA	~350'
Building Height	200' 35' (within 20' of public right-of-way)	119' – 8" existing hotel tower 52'-4" proposed banquet facility (57' top of parapet)
Structure Length	200'	329'
Lot Coverage	NA	Landscape Area: 10,201 SF Open space: 22,783 SF Vehicular Use Area: 4,111 SF
Total Building SF	NA	197,863 SF
Floor Area Ratio	4	2.84
VUA Landscape Area (20%)	822 SF	1,008 SF
Parking	Total: 527 261: North building 266: South building	459 *
Setbacks/Yards	Required	Proposed
Front (E)	20'	28' existing hotel
Rear (W)	20' min. or ½ height of building: 26'-2"	20' – 2" banquet facility
Side (N)	20' min. or ½ height of building: 26'-2"	20' banquet facility
Side (S)	20' min. or ½ height of building: 26'-2"	21' – 6" banquet facility

Note: * Propose Parking Reduction

Project/Property Description:

The applicant proposes modifications and additions to a principal nonconforming structure, the *Yankee Trader Hotel*, including the reduction of hotel units, and a request for Site plan Level IV approval for proposed uses and certain dimensional requirements including the addition of a new banquet facility and restaurant, two additional levels of parking, and a request for a 13% parking reduction. Proposed alterations to the exterior of the hotel, which included replacement of the existing glazing and application of new architectural elements, new windows, sliding doors, aluminum louvers, and vertical fin walls were approved by the City Commission on October 2, 2007. The hotel consists of two buildings separated by Granada Street; North Building, Case 143-R-07, South Building, Case 144-R-07.

Proposed alterations to the North building include a redesign and rearrangement of the interior layout configurations and pool deck area resulting in the reduction of 9 hotel rooms in this building, as well as a new paved entry drive with enhanced landscaping, and a new 3,322 square foot porte cochere canopy on

the north side. In addition, the applicant proposes to add two levels of parking to the existing parking structure on the west side of the hotel. The applicant proposes to install perforated metal mesh material, vertical aluminum louvers and wall-mounted trellis of living plant material along the exterior of the garage facades to screen the parking structure.

Proposed alterations to the South building include a redesign and rearrangement of the interior layout configurations and meeting rooms resulting in the reduction of 22 hotel rooms in this building. The applicant also proposes to construct a new 63,466 square foot structure on the west side of the existing hotel, with 28,520 square feet of banquet/meeting space fronting on Granada and Seville streets, with associated improvements to the streetscape and pedestrian environment, including the addition of landscaping, street trees and on-street parking. In addition the applicant proposes 2,054 square feet of restaurant space fronting on State Road A-1-A, which will be accessible to the public, and the addition of 6,542 square feet of hotel spa and 1,462 square feet of hotel fitness center space.

Prior Reviews:

The Development Review Committee (DRC) reviewed the project on November 27, 2007 and the parking reduction request on February 12, 2008.

The Planning and Zoning Board reviewed the application and recommended approval to the City Commission by a vote of 6-3 (North Building) and by a vote of 5-4 (South Building) on April 16, 2008. Minutes attached as **Exhibit 2**.

The Broward County Historical Commission office reviewed the application as it pertains to archeological resources on the proposed site. A letter to the applicant, dated December 14, 2007, indicates that archaeological monitoring by a qualified archaeologist is recommended to be conducted on portions of the hotel project area, letter is included in applicant's response binder with the plan package.

Review Criteria:

The project is located within the A-1-A Beachfront Area (ABA) Zoning District, which includes the following requirements:

Setbacks

No structure shall be constructed, remodeled or reconstructed so that any part of the structure is located within twenty (20) feet of the proposed public right-of-way along A-1-A as shown in the revitalization plan, and within twenty (20) feet of any other public right-of-way, unless the development or redevelopment of the structure is approved as if it were a development of significant impact.

North Building: The applicant proposes a 30' setback for the proposed parking facility addition along Granada Street.

South Building: The applicant proposes a 21' – 6" setback to the proposed banquet facility along Seville Street and minimum 20' setback along Granada Street.

For yards not abutting a public right-of-way, the minimum requirements for side yard are 10 feet and rear yard are 20 feet, but unless otherwise approved as a development of significant impact, in no case shall the yard setback requirements be less than an amount equal to one-half the height of the building when greater than the minimums.

North Building: Applicant proposes an addition to the parking facility, which includes the following setbacks: 21' – 11" for the rear west setback, 30' for the side south setback, and 10' for the north side setback. Applicant is requesting to construct two additional levels on top of the existing parking structure via a site plan level IV development permit. The proposed structure height is 35'.

South Building: For the new banquet facility, the applicant proposes 20' – 2" for the rear west setback, 21' – 6" for the side south setback, and 20' for the north side setback, which require approval as a development of significant impact.

Height

No structure shall be constructed, remodeled or redeveloped so that any part of the structure exceeds the

following height standards:

- i. Within 20 feet of the proposed public right-of-way along A-1-A and along any other public right-of-way, 35 feet
- ii. No structure shall exceed 200 feet in height

North Building: Applicant proposes an addition to the parking facility, which is 35' in height.

South Building: The applicant proposes 52'-4" high proposed banquet facility, with a 21' – 6" setback along Seville Street and 20' setback along Granada Street.

Length & Width

The maximum permitted length and width of a structure is 200 feet. A greater dimension of a structure in the east/west direction only for the portion of a structure up to 55 feet in height may be approved pursuant to Site Plan Level IV development permit, only if the structure does not exceed 250 feet in height.

North Building: The overall structure length is currently at 329'-6". Applicant is requesting to construct two additional levels on top of the existing parking structure via a site plan level IV development permit. The proposed structure height is 35'.

South Building: With the proposed banquet facility addition, the overall structure length is increased to 329'. Applicant is requesting the length beyond the 200' maximum, via a site plan level IV development permit. The proposed structure is 52'-4" high.

FAR

No structure shall be developed or redeveloped so that the floor area ratio is more than 4.

North Building: The proposed FAR is 2.38

South Building: The proposed FAR is 2.84

Proposed Development & Uses

As per ULDR Sec. 47-12.6, no person shall carry out any development nor shall any person use any parcel of land for any purpose in the Central Beach area without first obtaining a beach development permit from the city in accordance with the provisions and requirements of the ULDR. The reviewing authority shall determine if the proposed development is consistent with the development standards under the provisions of the zoning district in which it is located. In addition to the criteria for review provided in Section 47-24 and Section 47-12, applications for development in the Central Beach Area zoning districts shall be subject to the design and community compatibility criteria provided in Section 47-25.3.

Hotel and restaurant uses require a Site Plan Level IV Development Permit. The applicant provided narratives, included with the plan package, in response to the applicable criteria of ULDR Sec. 47-12, Central Beach requirements as well as Adequacy and Neighborhood Compatibility criteria. In reference to shadow, applicant's shadow study (plan sheet G1-004) indicates that the beach is shadowed by the existing hotel towers on March 21, 4:00 p.m. and further beyond on December 22, 4:00 p.m., and that it is not impacted by the two additional parking levels or the proposed banquet facility.

Proposed Modifications to Existing Nonconforming Structure

The principal development has not as of this date received a beach development permit for the hotel and other uses, except for the State Road A-1-A pedestrian bridge, restaurant canopy extension, and building façade alterations as described above. The principal development was already existing on the date the central beach regulations were adopted, and in accordance with these regulations the existing hotel is considered a nonconforming structure. As per ULDR Sec. 47-12.9.B, alterations to a nonconforming structure are permitted but are limited to improvements related to making the principal structure and its use more compatible with the Beach Revitalization Plan, but shall not exceed 50% of the replacement value of the principal structure. The value of the improvements to the hotel, have been determined to be below 50%.

Parking Reduction Request

As per ULDR Sec. 47-20.3.A.5, an applicant must show that the request meets the following criteria and the reviewing body shall consider the application for parking reduction based on the criteria provided as follows:

- a. Adequacy requirements, as provided in Sec. 47-25.2; and
- b. The use, site, structure or any combination of same, evidences characteristics which support a determination that the need for parking for the development is less than that required by the ULDR for similar uses; or
- d. If the application is based on two (2) or more different users sharing the same parking spaces at different hours, that the peak hour(s) for each use will be at different hours; or
- e. If the application is based on two (2) or more different users sharing the same parking spaces at the same time because one use derives a portion of its customers as walk-in traffic from the other use, that the two (2) or more uses will share the same users; or
- f. Restrictions will be placed on the use of the property or actions will be taken such as providing company vans for car pooling of employees and patrons, or consistent use of mass transit will reduce the need for required parking and there are sufficient safeguards to ensure the restriction, action, or both, will take place; or
- g. Any combination of subsections A.5.a through e; and
- h. In addition to the criteria provided above, that any alternative parking arrangement proposed will be adequate to meet the needs of the use the parking will serve and that reducing the required parking will be compatible with and not adversely impact the character and integrity of surrounding properties.

As per ULDR Sec. 47-20.3.A.6, conditions may be required on the site where the parking facility is to be located and the site which the parking facility is intended to serve, if such conditions are necessary to preserve the character and integrity of the neighborhood affected by the proposed reduction and mitigate any adverse impacts which arise in connection with the approval of a parking reduction. As per ULDR Sec. 47-20.3.B, parking reductions in the Central Beach area may be granted by the payment of a parking facility fee in accordance with Sec. 47-12.9.

Comprehensive Plan:

The following applicable goals, objectives, and policies were evaluated to determine the proposed project's ability to meet various elements of the City's Comprehensive Plan:

FUTURE LAND USE ELEMENT, GOAL 1:

Promote use of land in a manner that will preserve and enhance the character of Fort Lauderdale and enhance compatibility of land uses.

FUTURE LAND USE ELEMENT, OBJECTIVE 4:

Review development permits in accordance with the adopted goals, objectives, and policies of the Comprehensive Plan to ensure that new developments are compatible with surrounding land uses.

FUTURE LAND USE ELEMENT, OBJECTIVE 9:

Continue to ensure that development of the Central Beach Regional Activity Center, which was identified as a blighted area, will be consistent with the Community Redevelopment Area Plan, established for the designated beach redevelopment area.

FUTURE LAND USE ELEMENT, OBJECTIVE 12:

Monitor and evaluate development in the Central Beach-RAC zoning districts to ensure compliance with goals and objectives of the adopted Central Beach Revitalization Plan.

FUTURE LAND USE ELEMENT, OBJECTIVE 19:

In existing neighborhoods, development shall be compatible with present neighborhood density and with specific plans for redevelopment and revitalization.

Circulation/Parking:

A site circulation plan showing vehicular, valet and pedestrian routes is shown on plan sheet AS-104.

Currently there are 402 parking spaces serving the existing 459 hotel rooms, restaurant and 5,943 SF of banquet and meeting facilities. The applicant is proposing to construct an additional 57 parking spaces

with the proposed garage addition. However, to accommodate the additional 93 parking spaces required for the newly proposed banquet/meeting facility and restaurant, the applicant is requesting a reduction of 68 parking spaces or 13% parking reduction. The parking reduction report analysis is included in applicant's response binder with the plan package. The City's traffic consultant, Jose Rodriguez, Keith and Schnars, P.A., reviewed the analysis and found that the applicant has adequately demonstrated a feasible parking reduction of 68 spaces for the proposed project, the consultant's report is attached as **Exhibit 1**.

The parking garage will include a total of 459 spaces which includes valet parking proposed to accommodate the following uses for both North and South buildings:

North Building

Existing Hotel (¼ space per hotel room x 223)	= 167.25
Proposed Hotel 210 rooms (<i>no change; parking as existing for 223 rooms</i>)	
Existing Restaurant (9,160 SF)	= 93
	261

South Building

Existing Hotel (¼ space per hotel room x 223)	= 167.25
Proposed Hotel 210 rooms (<i>no change; parking as existing for 223 rooms</i>)	
Existing Banquet/Meeting Space (5,943 SF)	= 5.2
Proposed Restaurant (2,054 SF) @ 1/100 SF	= 21
Proposed Banquet/Meeting Space (28,520) @ 1/400 SF	= 72
	266

TOTAL REQUIRED 527 parking spaces

A trip generation analysis, dated November 15, 2007 and prepared by Kimley-Horn and Associates, concluded that the proposed expansion is anticipated to generate an additional 890 daily trips, 75 a.m. peak hour trips and 76 p.m. peak hour trips and does not necessitate a traffic impact study. The trip generation analysis is included in applicant's response binder with the plan package.

City Commission Action:

If the City Commission determines that the proposed development or use meets the standards and requirements of the ULDR and criteria for a site plan level IV development, the City Commission shall approve or approve with conditions necessary to ensure compliance with the standards and requirements of the ULDR and criteria for the proposed development or use, the issuance of the site plan level IV permit. If the City Commission determines that the proposed development or use does not meet the standards, requirements and criteria, the City Commission shall deny the application.

Conditions of Approval:

Should the Commission approve the proposed development, the following conditions are proposed:

1. Should the application for a parking reduction be approved, a parking reduction order must be executed and recorded in the public records of Broward County at the applicant's expense, prior to Final DRC approval.
2. Archaeological monitoring by a qualified archaeologist is to be conducted as specified and approved by the Broward County Historical Commission Archaeologist.
3. Proposed streetscape materials and colors to be approved by the Beach CRA Engineering Design Manager prior to building permit. Applicant shall enter into a maintenance agreement associated with the improvements.

4. Per the City's Landscape Representative, all street trees to be at least 12 feet to 14 feet in height with 6 foot clear trunk.
5. Applicant shall maintain and replace the proposed wall-mounted trellis along the exterior of the parking garage facades as necessary to ensure plant material is continually living.
6. Applicant shall enter into an off-site/valet parking agreement as required by ULDR Sec. 47-20 and as approved by the City Attorney.
7. Per the City's Transportation Representative, applicant shall comply with any Broward County shared use path requirements.



KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS

MEMORANDUM

TO: Dennis Girlsen P.E.
City of Fort Lauderdale
DGirlsen@fortlauderdale.gov

Herbert Stanley, PE.
HStanley@fortlauderdale.gov

COPIES TO: Ella Parker
City of Fort Lauderdale
EParker@fortlauderdale.gov

Diana Alarcon
City of Fort Lauderdale
DAlarcon@fortlauderdale.gov

FROM: Jose L. Rodriguez, P.E.

DATE: April 9, 2008

SUBJECT: Final Review of Parking Reduction Report
143-R-07; The Sheraton Yankee trader Hotel
Keith & Schnars Project No. 17716.18

This memorandum presents the results of our final review of the Parking Reduction Request for the subject development. The reduction requested is for 68 parking spaces (527 spaces required minus 459 spaces to be provided). The stated basis for the reduction is the criteria given in the City of Fort Lauderdale's **Urban Land Development Regulations Section 47-20.3.A.5.b:**

b. The use, site, structure or any combination of same, evidences characteristics which support a determination that the need for parking for the development is less than that required by the ULDR for similar uses;

The request/report, dated February 6, 2008, was prepared by Jeff Falkanger, AIA of Falkanger Snyder Martineau Yates Architects & Engineers, Inc. This report included the proposed Site Plan Sheet AS-101N. The report was received by Keith and Schnars on February 12, 2008. Additional materials, such as the proposed Site Plan AS-101S, were provided to us on April 9, 2008.

A draft memorandum submitted to the City on February 21, 2008 was subsequently discussed with Staff and the discussion results incorporated into this final version.

BACKGROUND

The Sheraton Yankee Trader Hotel is an existing facility located at 301 and 331 North Lauderdale Beach Boulevard (SR A1A) in the Central Beach District of the City of Fort Lauderdale. The facilities extend over two parcels located on the northwest and southwest corners of the intersection of SR A1A and Granada Street.

The existing hotel has a total of 459 rooms, 5,943 square feet of banquet/meeting facilities, a 9,160 square foot restaurant space (Shula's Restaurant— NOTE: the gross area is 11,240 square feet), and 402 parking spaces. It should be noted that many of the development parameters currently in

place were originally approved in the 1970's and subsequent years prior to the establishment of the current Land Use Development regulations.

The proposed improvements to this facility include:

1. A reduction of the number of hotel rooms by 26 for a total of 433 guest rooms,
2. New banquet/meeting space totaling 28,520 square feet (this is in addition to the existing 5,943 square feet of existing meeting space),
3. A Starbucks restaurant occupying 2,054 square feet, and
4. An increase in the number of parking spaces to 459 spaces, 57 spaces more than currently provided.

There will be no change in the main restaurant area (Shula's on the Beach).

PARKING REDUCTION REPORT

As previously stated, the Parking Reduction Request Report reviewed herein is dated February 6, 2008. It should be noted that there was a previous report prepared by the Applicant, dated January 22, 2008. This report was prepared without the submittal for review by the City of a methodology for the parking reduction report. Subsequently, a methodology meeting was held on Wednesday, January 30, 2008 during which the initial report was reviewed and additional information was requested.

The original report was based on parking accumulation from January 2 through January 20. Parking data was recorded only for two time points each day: 7:00 AM and 9:00 PM. It was recommended that the Applicant expand the data to include:

1. To conduct at least four (4) additional days of data collection (to include a weekend),
2. To record the accumulated parking at four time points: 7:00 AM, 11:00 AM, 2:00 PM and 9:00 PM,
3. Augment the previous January data with information regarding type and size of activities that took place at the hotel, and
4. Provide activity information for the dates of the new counts.

The updated report provided valuable information concerning the hotel's activities through January and the first week of February. The following are some note worthy items gleaned from the report:

1. The maximum room occupation – 100% -- occurred on Saturday, January 19 at 9:00 PM. The ratio of occupied parking spaces per occupied room was determined at 0.60. A total of 274 parking spaces were in use at that time. A total of 128 parking spaces were empty.
2. The highest recorded ratio of used parking space to occupied room was found to be 0.71, recorded on Sunday, January 20, 2008 at 7:00 AM. This date yielded the highest number of parking spaces used during the entire study period: 274 spaces or 68% of the existing parking spaces (402 spaces).



3. During the study period, the Parking Space per Room Occupied Ratio ranged from 0.39 to 0.71.
4. The lowest room occupancy rate was recorded at 63% on Thursday, January 10 and Friday, January 11.

The parking data as presented on the two aforementioned Site Plans provide the following information concerning the existing and proposed parking supply:

Required Parking – North Building (Site Plan Sheet AS-101N October 15, 2007)

Previously approved hotel – ¾ space per hotel room x 223 hotel rooms =	167.25 spaces
Proposed hotel rooms after renovation (210 rooms) =	As previously approved for 223 rooms
Restaurant previously approved (Shula's on the Beach) =	93 spaces

TOTAL REQUIRED PARKING **261 SPACES**
(Rounded up)

Required Parking – South Building (Site Plan Sheet AS-101S October 15, 2007)

Previously approved hotel – ¾ space per hotel room x 223 hotel rooms =	167.25 spaces
Previously approved banquet rooms (5,943 square feet) =	5.2 spaces
Proposed hotel workout room (1,462 square feet – Not Open to Public) =	0 spaces
Proposed hotel spa (6,542 square feet Not Open to Public)	0 spaces
Proposed restaurant – Starbucks (1 space per 100 square feet x 2,054 square feet) =	21 spaces
Proposed banquet rooms (1 space per 400 square feet x 28,520 square feet) =	71.3 spaces

TOTAL REQUIRED PARKING **266 SPACES**
(Rounded up)

The total required parking is **527 spaces**.

The total number of parking spaces to be provided is 429 spaces. Thus, the requested reduction is **68 spaces** (527 spaces – 459 spaces). This value represents a reduction of 13% with respect to the required number of spaces.

The following are some general observations applied to our determination of final findings:

1. Although the Applicant is reducing the number of hotel rooms, no credit is allowed to be given with respect to parking spaces.
2. The addition of the Starbucks Shop will require an additional 21 parking spaces.



3. The increase in the banquet/meeting space area through the addition of 28,520 square feet will require an additional 72 parking spaces. It should be noted that the final ratio of banquet/meeting room space to the proposed number of rooms (433) is 79.6 square feet of banquet/meeting room per hotel room. According to the recent publication from the Urban Land Institute, Shared Parking, Second Edition, 2005, ratios of meeting space less than 20 square feet per room can be considered incidental to the hotel and does not create a significant parking demand. However, values of about 50 square feet per room could be considered significant and can lead to greater parking demand on weekdays and weekends. In the case of the Yankee Trader, the ratio is 79.6 square feet per room. Thus, because of the significant increase in the banquet/meeting room space, the latter should be added to the overall parking requirement as a new entity.
4. As previously mentioned, the highest ratio of parking spaces per occupied room recorded was 0.71. This latter value includes the Shula's Restaurant patronage. If the 0.71 factor is applied to the proposed number of rooms after improvements (433 rooms), the corresponding estimated number of parking spaces occupied is 307 spaces. Adding the required Starbucks and Banquet/meeting area requirements of 21 and 72 spaces, respectively, to the 307 spaces yields a total of 400 spaces, or 59 spaces less than the 459 spaces to be provided as part of the proposed improvement plan and 127 parking spaces less than the required value of 527 spaces. This is assuming that the data represents a reasonable peak season activity for the subject facility.

SUMMARY OPINION

Notwithstanding the initial February 6, 2008 Parking Reduction Request report's lack of clarity in the presentation of the existing and proposed uses with respect to parking requirements, the parking data presented in the report and on the site plans provide adequate support for a reduction of 68 parking spaces, as requested.

It is our opinion that the Applicant has adequately demonstrated a feasible parking reduction of 68 spaces for the proposed project.



Valet On/Off Street Parking Agreement

This instrument prepared by:
Office of the City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

(To be RECORDED in the Public Records of Broward County)

THIS AGREEMENT was entered into this ____ day of _____, 200 , by and between:

CITY OF FORT LAUDERDALE, a municipal corporation,
Hereinafter referred to as "City"

and

A1A TRADER LLC, a Delaware limited liability company ("Owner").

Owner is vested with fee simple title to the following described land, having certain uses and parking requirements, which land has a street address of 303 N. Fort Lauderdale Beach Boulevard and is more particularly described as:

Lots 1, 2, 3, and 4, less right-of-way for State Road A-1-A (North Atlantic Boulevard) and Lots 5, 6, 7, 8, 9, 15, 16, 17, and 18, Block 7, Lauder Del Mar, according to the plat thereof, as recorded in Plat Book 7, Page 30, of the public records of Broward County, Florida.

said lands situate, lying and being in the City of Fort Lauderdale, County of Broward, State of Florida (hereinafter referred to as "Parcel 1", also sometimes referred to as the "South Parcel."

Parking required for Parcel 1 is to be located on other property referred to and described below as "Parcel 2." The Owner is also vested with fee simple title to Parcel 2, which is the following described property having a street address of 321 N. Fort Lauderdale Beach Boulevard, Fort Lauderdale, Florida, and is within 700 feet of Parcel 1, being more particularly described as follows:

Lots 1 Through 7, inclusive Block 8, Lauder Del Mar, according to the plat thereof, as recorded in Plat Book 7, Page 30, of the public records of Broward County, Florida, and also a portion of Government Lot 3, in section 6, Township 50 South, Range 43 East, Broward County, Florida, more fully described as follows:

Beginning at the Northeast corner of Lot 8 of said Block 8, Lauder Del Mar; thence run North perpendicular to the North line of said Lauder Del Mar, a distance of 100.00 feet; thence run East, making an included angle of 90°00'00", a distance of 46.39 feet; thence run North, making an included angle of 270°00'00" a distance of 100.00 feet; thence run East, making an included angle of 90°00'00", along a line 200.00 feet North of and parallel to the said North line of Lauder Del Mar, a distance of 351.73 feet to the West right-of-way line of North Atlantic Boulevard, the last described course being coincident with the South line of Birch Estates, as recorded in Plat Book 23, Page 24, of the public records of Broward County, Florida; thence run Southerly along the said West right-of-way line of North Atlantic Boulevard, a distance of 200.58 feet to the said North line of Lauder Del Mar; thence run West along the said North line of Lauder Del Mar, a distance of 382.90 feet to the Point of Beginning,

hereinafter referred to as "Parcel 2," also sometimes referred to as the "North Parcel."

Parcel 1 is in an ABA zoning district. Owner intends on using Parcel 1 for hotel and related and accessory uses.

Parcel 2 is in a ABA zoning district. Owner intends on using Parcel 2 for hotel and related and accessory uses and to provide parking for the uses on both Parcel 1 and Parcel 2.

[Please mark if true (X)] The use of Parcel 1 and Parcel 2 are part of development permits that have been approved by the Department, DRC, P&Z, and by the City Commission on May 20, 2008, hereinafter referred to as the "Development Permits." If the Development Permit approvals expire, then this Parking Agreement shall terminate and no longer be of any force or effect.

Also on May 20, 2008, the City Commission approved a parking reduction for Parcels 1 and 2 of 68 parking spaces. Under the City of Fort Lauderdale Unified Land Development Regulations ("ULDR"), the uses of Parcel 1 and Parcel 2 as a hotel and related and accessory uses would require 527 parking spaces (266 spaces for Parcel 1 and 261 spaces for Parcel 2). However, taking into account the approved parking reduction, the uses of Parcels 1 and 2 shall require a total of 459 parking spaces (232 spaces for Parcel 1 and 227 spaces for Parcel 2). Owner is providing 0 on-site parking spaces on Parcel 1 and 459 valet parking spaces on Parcel 2, in accordance with Section 47-20.16 of the ULDR. In order to meet the parking requirement for the use of Parcel 1 for hotel and related and accessory uses, Owner wishes to provide 459 valet parking spaces on Parcel 2, of which 232 spaces shall be considered off-site valet parking spaces for the use and benefit of Parcel 1, in accordance with ULDR § 47-20.16 (2000).

In consideration of the mutual covenants exchanged herein and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which is hereby stipulated to between the parties, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein.

2. *Permission is granted to Parcel 1 Owner* to provide 232 valet parking spaces offsite on Parcel 2, and permission is granted to Parcel 2 Owner to provide all 459 required parking spaces as valet spaces (which includes the 232 valet spaces for the benefit of Parcel 1) on Parcel 2, in accordance with the terms of ULDR §47-20.16, which permission is contingent upon the Owner, its successors and assigns, maintaining the required parking spaces and facilities in accordance with section 47-20 of the ULDR now existing or subsequently enacted. Failure to comply with the restrictions and duties imposed by the laws and regulations as aforesaid shall automatically revoke this permission without further action by the City.
3. 232 of the 459 valet parking spaces to be provided on Parcel 2 shall never be sold or disposed of except in conjunction with the sale of Parcel 1 or the use which the parking area serves, so long as such parking facilities are required, unless one of the following occurs:
 - a. The parcel to be sold will continue to be used as provided in the this off-site parking agreement and the new owner executes a consent to assume and be bound by the obligations of the owner of the parcel used for parking as provided in this Agreement; or
 - b. A different parcel complying with the provisions of the ULDR of the City and subject to a recorded off-site parking agreement as provided in Section 47-20.18 of the ULDR (2007) may be substituted for the parcel of land subject to the off-site parking agreement; or
 - c. The parcel being served by the off-site parking no longer requires the parking as evidenced by a written statement executed by the parties executing the off-site parking agreement and as approved by the department and a termination of the off-site parking agreement is executed by the department and recorded in the public records of Broward County at owner's expense.
 - d. In the case of a new or substitute agreement for the use of other land or lands to meet the parking requirements of the ULDR of the City, this Agreement shall be voided by the execution and recording of a subsequent agreement.
4. If valet parking is being provided, the *Owner* shall supply an attendant at each valet parking facility to receive, park and deliver the motor vehicles belonging to the owners, occupants, tenants and their customers, visitors, invitees for the 459 valet parking spaces supplied. The parking attendant shall be on-duty and available during one hundred (100%) percent of the operating hours of Parcel 1 and Parcel 2 as a hotel use with and related and accessory uses.
5. This off-site and on-site/valet Parking Agreement shall be deemed a covenant running with the land and shall be binding upon the successors and assigns of *Owner* in the use of *Parcel 1* and *Parcel 2*.
6. *Owner* acknowledges that unless the terms and conditions of ULDR §47-20 and this Agreement are met, that the use of Parcel 1 for a hotel and related and accessory uses would be in violation of the ULDR.
7. Pursuant to the terms of ULDR §47-20, this Agreement may be executed by the director or his designee of the Planning and Zoning Department on behalf of the City of Fort Lauderdale in accordance with ULDR § 47-20.18.c.
8. This Agreement shall not be valid until it is executed by both parties, recorded in the Public Records of Broward County, Florida at Owner's expense and a copy of the recorded Agreement filed with the *City Planning and Zoning Department*.
9. This Agreement may not be amended, modified, revoked or terminated except in writing signed by both parties and recorded in the Public Records of Broward County, Florida, unless and except the proposed use of Parcel 1 are in compliance with the ULDR.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

OWNER WITNESSES:

(Witness type/print name)

(Owner/Lessee)

(Witness type/print name)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 200 , by _____
(Owner).

He/she is personally known to me or has produced _____ as identification.

(SEAL)
Notary Public, State of Florida

Print Name

My Commission Expires:

CITY OF FORT LAUDERDALE

BY: _____
Greg Brewton
Director of the Planning and Zoning Department

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 200 , by _____
(Owner).
He/she is personally known to me or has produced _____ as identification.

(SEAL)
Notary Public, State of Florida _____

Print Name

My Commission Expires:

FTL 107,033,217 v5 6-16-08

Beachwalk Conditional Use Application

A. Application Form

See preceding completed Application form.

B. Statement of Applicant's Interest in the Property

The applicant is the owner of the property. See Special Warranty Deed attached to the Major Development Application as Exhibit "B".

C. Adherence to Conditional Use Standards Set Forth in Section 32-964

The Property currently is zoned Central City Business District (CCB), Planned Redevelopment Overlay District (PRD) and an application for rezoning has been submitted for the Planned Development District (PDD) overlay. While the PDD defers to the underlying zoning district subject to major development plan review and the limitations of the applicable future land use designation of the comprehensive plan for approved uses, both the underlying CCB and the PRD overlay zoning districts permit residential/mixed uses as conditional use.

The underlying zoning designation of the property is CCB. Section 32-175(d)(4) permits as a conditional use, "Medium- and high-density residential uses in conjunction with a mixed use project subject to the provisions for residential and mixed uses set forth in the neighborhood commercial category of the city's comprehensive plan¹."

In accordance with these provisions, the applicant is requesting the allocation of 84 Residential Flex units for the 1.68 acre parcel located at 2600 East Hallandale Beach Boulevard; a density of 50 units per net acre.

Applications for conditional uses shall be reviewed with consideration given to the following:

1. That the use is compatible with the existing natural environment and other properties within the neighborhood.

The surrounding neighborhood consists of residential high-density, multi-family and commercial uses; therefore, the residential component of this mixed-use hotel project is well integrated with surrounding uses.

2. That the use will create no substantial detrimental effects on property values in the neighborhood.

¹ The Neighborhood Commercial Future Land Use permits a maximum density of 50 units per net acre.

The surrounding area consists primarily of high-density residential, retail and offices, therefore, the proposed residential mixed-use hotel project will not create detrimental effects on any surrounding property values. The addition of high-end, mixed use building will substantially improve the area and is consistent with the purpose of the CCB District and PRD Overlay District

3. That there are adequate public facilities such as schools, roads, parks and utilities within the service areas involved.

Adequate public facilities exist within the subject service area. See Impact Analysis included as part of the Major Development Application.

4. That there will be adequate provisions for the traffic movement, both vehicular and pedestrian, both internal to the use and in the area which will serve the use.

Vehicular and pedestrian traffic movements were reviewed as part of the Major Development Plan application and were found to be adequate. The proposed development will not obstruct or impede pedestrian movements.

5. That there will be adequate drainage systems to service the use with particular attention to the necessity for on-site retention systems to alleviate drainage and pollution problems.

Storm water drainage system will be provided as required by Code.

6. That there are adequate setbacks, buffering and general amenities in order to control any adverse effects of noise, light, dust and other nuisances.

The proposal has been designed to provide adequate buffering of service area to nearby properties it in integrated into the parking garage. Redevelopment of the property will include upgrades and enhancements to the landscaping and buffering over existing conditions as well as in the immediate area and will not result in the creation of any nuisances.

7. That the land area is sufficient, appropriate and adequate for the use and for any reasonably anticipated expansion of the use.

The proposal is in compliance with the City's Comprehensive Plan. Additionally, the proposed site carries the proper zoning, land-use, and Comprehensive Plan designations required for such development. Several high-density residential developments currently exist in close proximity to the subject site, making the proposed use appropriate.

8. **Any other conditions as may be stipulated and made a requirement in granting any application for a conditional use, when it is considered necessary to further the intent and general welfare, including, but not limited to:**
 - a. **Limitations on the hours of business operations.**
 - b. **Limitations on the number of occupants of any building at any one time.**

Not Applicable

Beachwalk Right of Way Vacation

A. Application Form

See preceding completed Application form.

B. Statement of Applicant's Interest in the Property

The applicant seeks to vacate the abutting former 70 foot wide SE 19th Avenue/SE 26th Avenue and a portion of the Diana Drive right of way. This will allow for a more cohesive development as this right of way currently only serves the subject property. In reviewing title documents, the right of way to be vacated was identified by the Florida Department of Transportation as part of their plans (State Project No. 86000-3514), as right of way that was to be vacated by the City of Hallandale Beach; included as part of the Stipulated Order of Taking and Final Judgment between FDOT and Nick Manero, see Exhibit "A".

While the City was not part of this final judgment, it was indicated on the FDOT plans that the City would be vacating SE 19th Avenue/SE 26th Avenue. According to Broward County records, it does not appear that this vacation was ever completed. Therefore, the applicant is requesting that this right of way and a small portion of Diana Drive that abuts the Waterways and Beachwalk Properties be vacated; a total area of 25,361 square feet.

Of the 25,361 square feet of vacated ROW, 16,803 square feet will become part of the Beachwalk development and 8,558 square feet will become part of the Waterways property. A color graphic is provided as Exhibit B that displays how the ROW will be distributed.

C. Adherence to Petition for Vacation Requirements Set Forth in Section 25-102

1. Legal description of the street, right-of-way or easement to be vacated.

See Exhibit B

2. Certified survey showing the street, right-of-way, easement, or portion sought to be vacated; however, such survey shall show the entire street or right-of-way affected if vacation of only a portion is sought.

See Exhibit B

3. A current certificate of a duly licensed title or abstract company or of a licensed attorney showing that the petitioner is the owner of property adjacent to or subject to a street, right-of-way or easement. Warranty

deeds, title insurance documents, tax receipts or the like shall not be acceptable for the purposes of this subsection.

See Exhibit C

- 4. If applicable, an agreement in recordable form executed by all property owners abutting a street or right-of-way sought to be vacated stipulating that such owners consent to the vacation, waive any right of use of such street or right-of-way and that such owners enjoy alternate means of access other than the street or right-of-way sought to be vacated.**

The applicant intends to enter into an agreement with the Waterways Co-op supporting the vacation of the 25,361 square foot (0.582 acres) of right of way. It should be noted that the Waterways co-op will provide Beachwalk with an easement as a portion of the parking garage (approximately 6 feet) will be located on within the vacated (Waterways property) right-of-way. In exchange, Beachwalk will provide eleven (11) covered parking spaces in perpetuity through an additional easement to the Waterways Co-op; these spaces can only be accessed from the waterways property. Additionally, Beachwalk will also improve Waterways parking and vehicular entryway. The easement areas to be provided by both Beachwalk and Coastal Waterways will be in the area of the vacated ROW as generally depicted on color exhibit provided as part of Exhibit B.

- 5. If applicable, an agreement in recordable form executed by all property owners, served by or intended to be served by a particular easement which is sought to be vacated, stipulating that such owners consent to the requested vacation or release and waive any right of use of such easement or similar interest.**

Not Applicable

- 6. Written consent of all utilities and/or governmental bodies or districts which may have the right to use such street, right-of-way or easement.**

Written consent was given by all utility and/or governmental bodies or districts and are provided as Exhibit D.

- 7. An application fee per street, right-of-way or easement to be vacated. Such fee is established and on file in the city clerk's office.**

An application fee in the amount of \$1,000.00 has been paid.

8

ORIGINAL

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CREDIT ~~UNIT~~
yes

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION,

CASE NO.: CA-CE 95-11101-13

Petitioner,

vs.

NICK MANERO'S II, INC., et al.,
Defendants.

PARCELS : 107703

**THIS IS NOT AN
OFFICIAL COPY**

STIPULATED ORDER OF TAKING AND FINAL JUDGMENT

This cause came before the Court upon the Joint Motion attached below. It appearing that proper notice of the Petitioner's action was first given to all Defendants and to all persons having or claiming any equity, lien, title, or other interest in or to the real property described below, and the Court being advised in the premises, it is, therefore

ORDERED and ADJUDGED

as follows:

1. That the Court has jurisdiction of the subject matter of and the parties to this cause.
2. That the pleadings in this cause are sufficient, and the Petitioner is properly exercising its delegated authority.
3. That the Defendant NICK MANERO'S II, INC. (MANERO'S) shall have and recover from Petitioner the sum of SEVEN HUNDRED FOUR THOUSAND THREE HUNDRED

DK25079PG0001

43

DOLLARS and NO CENTS (\$ 704,300.00), in full payment for the taking of Parcels 107 and 703,

a. Including any damages arising therefrom, if any.

b. Subject to apportionment,

c. Exclusive of defense attorneys fees and costs.

4. The Petitioner shall deposit, within twenty (20) days of entry of this order, the above-described sum of \$ 704,300.00 into the Registry of this Court.
5. That upon the payment of the deposit hereinafter specified into the Registry of this Court all rights, title or interest specified below to Parcels 107 and 703, described as follows:

DK25079PG0002

FDOT vs. NICK MANERO'S II, INC., et al.
Civil Action CACE 95-11101-13
Stipulated Order of Taking and Final Judgment
Page 3 of 9

SECTION 86200-2514 State Road 858 Broward County Description

PARCEL NO. 107

Fee Simple Right of Way

That part of Lot 1 in Block 1 of GOLDEN ISLES SECTION "E" in the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 51 South, Range 42 East, according to the plat thereof as recorded in Plat Book 46, Page 20 of the Public Records of Broward County, Florida, said part being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 26; thence North $87^{\circ}08'38''$ East along the Baseline of Survey for State Road 858 (Hallandale Beach Blvd.), (Section 86200-2514), a distance of 777.95 feet; thence South $02^{\circ}51'22''$ East, a distance of 75.00 feet (75.00 feet, field) to the Northwest corner of said Lot 1 in Block 1 of GOLDEN ISLES SECTION "E", said point also being the POINT OF BEGINNING; thence North $87^{\circ}08'38''$ East along the Northerly boundary of said Lot 1, also being the Southerly Existing Right of Way line for said State Road 858, a distance of 72.00 feet to a point on a curve concave to the Southeasterly and having a chord bearing of South $42^{\circ}08'38''$ West; thence Southwesterly along the arc of said curve, having a radius of 22.00 feet, an arc distance of 34.56 feet, through a central angle of $90^{\circ}00'00''$ to the end of said curve; thence South $02^{\circ}51'22''$ East, a distance of 217.00 feet; thence South $45^{\circ}17'32''$ East, a distance of 14.90 feet to a point on the Southerly boundary of said Lot 1 in Block 1 of GOLDEN ISLES SECTION "E"; thence South $87^{\circ}08'38''$ West along said Southerly boundary, a distance of 60.06 feet to the Southwest corner of said Lot 1; thence North $02^{\circ}51'22''$ West along the Westerly boundary of said Lot 1, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 12,659 square feet, more or less.

BR25079PG0003

FDOT vs. NICK MANERO'S II, INC., et al.
Civil Action CACE 95-11101-13
Stipulated Order of Taking and Final Judgment
Page 4 of 9

SECTION 86200-2514 State Road 858 Broward County Description

PARCEL NO. 703

Temporary Construction Easement

That part of Lot 1 in Block 1 of GOLDEN ISLES SECTION E in the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 51 South, Range 42 East, according to the plat thereof as recorded in Plat Book 46, Page 20 of the Public Records of Broward County, Florida; said part being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 26; thence North 87°08'38" East along the Baseline of Survey for State Road 858 (Hallandale Beach Blvd.), (Section 86200-2514), a distance of 777.95 feet; thence South 02°51'22" East, a distance of 75.00 feet (75.03 feet, field) to the Northwest corner of said Lot 1 in Block 1 of GOLDEN ISLES SECTION "E"; thence North 87°08'38" East along the Northerly boundary of said Lot 1, a distance of 72.00 feet to a point on a curve concave to the Southeasterly, having a chord bearing of South 42°08'38" West; thence Southwesterly along the arc of said curve, having a radius of 22.00 feet, an arc distance of 34.56 feet, through a central angle of 90°00'00" to the end of said curve and the POINT OF BEGINNING; thence South 02°51'22" East, a distance of 217.00 feet; thence South 45°17'32" East, a distance of 14.08 feet; thence North 02°51'22" West, a distance of 245.49 feet to a point on a curve concave to the Southeasterly having a chord bearing of South 24°49'56" West; thence Southwesterly along the arc of said curve, having a radius of 22.00 feet, an arc distance of 21.26 feet, through a central angle of 55°22'35" to the end of said curve and the POINT OF BEGINNING.

Containing 2,232 square feet, more or less.

For the purpose of tying in and harmonizing said property and the driveways, walkways, etc. thereon with the construction to be undertaken by the Department, in State Road 858 adjacent thereto.

This Easement is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated, and all work will be performed in such manner that the existing structural improvements will not be damaged.

This Easement shall expire upon the completion of this transportation project but not later than the last day of July, 2002.

DK 25079P60004

shall vest in the Petitioner.

6. This agreement is based on the Petitioner's construction plans and specifications as shown in Plans attached hereto as Exhibit A, as said Plans relate to Parcels 107 and 703 and their remainders, being implemented by the Petitioner.

A. The sheets contained in Exhibit A come from Plans of Proposed State Highway, State Project No. 86200-3514, Phase II submittal.

B. If the project is not constructed in substantial accordance with these plans the Defendant MANERO'S shall have the same remedies as would have been afforded to them had the case been resolved by a verdict with said plans and specifications having been made a part of the record at trial.

7. A. That the Petitioner shall provide Defendant MANERO'S with at least sixty (60) days' written notice, using certified, return receipt requested mail to Manero's, c/o Nick Manero, 559 Steamboat Road, Greenwich, Connecticut 06830, prior to the date Petitioner needs to take possession of the property.

B. Until the date of surrender of possession MANERO'S may remain in possession of Parcels 107 and 703 rent-free.

8. Petitioner shall build its improvements project, for which Parcels 107 and 703 are being acquired, in accordance with construction plans for State Project 86200-3514, as

DK25079P60005

referenced in Paragraph 6, above, and, in particular:

A. Catch basins shall be reflected in the plans, with a basin placed at both the east and west side of Southeast 26th Avenue and connected to the area's existing drainage system.

B. Maintenance of Traffic plans for all phases of construction shall show maintenance of two-way traffic on the Hallandale Beach Boulevard Bridge over the Intracoastal Waterway (HBB/CW Bridge) during construction.

1. Traffic may be restricted for short periods of time provided that adequate means of traffic control are effected and traffic is not unreasonably delayed, without giving rise to any claims for damages, for Defendant MANERO'S, its heirs and assigns.

2. That if any unforeseen, unplanned events occur which necessitate temporary diversion of traffic to another bridge such occurrence will not give rise to a claim for damages, for Defendant MANERO'S, its heirs and assigns, as a result of this order or some interpretation of it.

C. Proper signage for maintaining open lanes shall be incorporated into the maintenance of traffic plan as per State roadway design standards and the State plans preparation manual.

BK25079PG0006

- D. Maintenance of traffic (MOT) plans shall be part of the final contract plans.
- E. Foundations for the new bridges shall be designed for drill shafts only. Bridge plans shall be part of the contract plans.
- F. The remainder property will have direct driveway access to Southeast 26th Avenue maintained during construction.
- G. 1. Southeast 26th Avenue's connection to Hallandale Beach Boulevard (HBB) will not be disconnected until such disconnection is necessary for the construction of Phase II of the Section 86200-3514 project.
2. The FDOT will provide at least thirty (30) days' written notice to Manero's, at the address shown above, in Paragraph (7)(A), prior to the commencement of Phase II of the Section 86200-3514 project.
- H. Street lighting will be maintained in traffic areas during construction.
- I. If the FDOT's engineers deem it necessary temporary barriers shall be erected along or within Parcels 107 and 703 while a grade differential may exist.
- J. 1. During Phase II of the Section 86200-3514 project the FDOT will place signs along the eastbound and westbound lanes of HBB indicating an alternate route to the subject property, placed so as not to conflict with the

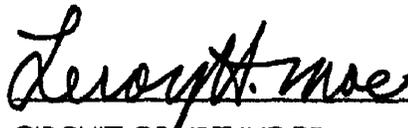
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OFFICIAL COPY

8K25079PG0007

MOT signs.

2. During Phase II of the Section 86200-3514 project the FDOT will place a sign on the subject property or within Parcel 107 or Parcel 703 indicating the exit route to HBB, placed so as not to conflict with the MOT signs.
9. The Defendant MANERO'S may remove improvements from Parcels 103 and 703 prior to surrender of possession.
10. That the court reserves jurisdiction over the matters of apportionment, defense attorneys fees and costs, and enforcement of this order.

DONE and ORDERED in Chambers this 20th day of June, 1996 in Fort Lauderdale, Broward County, Florida.


CIRCUIT COURT JUDGE

OK 25079PG0008

Conformed copies provided to parties

JOINT MOTION

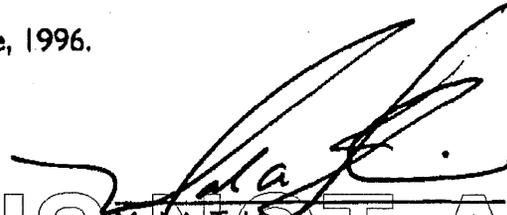
The Petitioner, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), and the Defendant NICK MANERO'S II, INC. (MANERO'S), move together for entry of the STIPULATED ORDER OF TAKING AND FINAL JUDGMENT set forth above. The undersigned are authorized to enter into this Joint Motion.

FDOT vs. NICK MANERO'S II, INC., et al.
Civil Action CACE 95-11101-13
Stipulated Order of Taking and Final Judgment
Page 9 of 9

Agreed to this 20 day of June, 1996.



Patrick DiPietro
Attorney for Petitioner
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Telephone (954) 777-4529
Telecopy (954) 777-4528
Florida Bar No. 612049



Mark A. Tobin
Brigham, Moore, Gaylord, Schuster,
Merlin and Tobin
Counsel for Defendant MANERO'S
203 SW 13th Street
Miami, FL 33130
Telephone (305) 858-2400
Telecopy (305) 858-5828
Florida Bar No. 777498

DK25079PG0009

EXHIBIT "A"

BK 25079PG0010

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY
STATE PROJECT NO. 86200 - 3514 FEDERAL FUNDS I

BROWARD COUNTY
STATE ROAD NO. 858 - HALLANDALE BEACH BLVD.

THIS CONTRACT PLAN SET INCLUDES:
SUMMARY OF THE ITEMS ON SHEETS
GENERAL PLANS
SECTION AND PARALLEL VERTICAL PLANS
SECTIONALIZATION PLANS
UTILITY PLANS
CONSTRUCTION PLANS
STRUCTURE PLANS

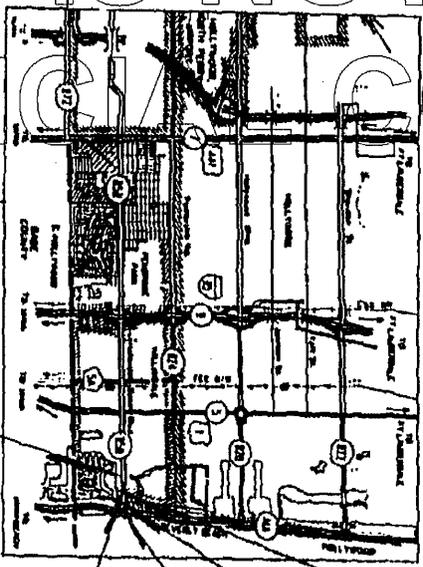
A DETAILED INDEX APPEARS ON THE LAST SHEET OF EACH CONTRACT SET OF PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1-1	GENERAL NOTES
1-2	GENERAL NOTES
1-3	GENERAL NOTES
1-4	GENERAL NOTES
1-5	GENERAL NOTES
1-6	GENERAL NOTES
1-7	GENERAL NOTES
1-8	GENERAL NOTES
1-9	GENERAL NOTES
1-10	GENERAL NOTES
1-11	GENERAL NOTES
1-12	GENERAL NOTES
1-13	GENERAL NOTES
1-14	GENERAL NOTES
1-15	GENERAL NOTES
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1-18	GENERAL NOTES
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1-20	GENERAL NOTES
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1-95	GENERAL NOTES
1-96	GENERAL NOTES
1-97	GENERAL NOTES
1-98	GENERAL NOTES
1-99	GENERAL NOTES
1-100	GENERAL NOTES

NOTE: ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION, 1987 EDITION, REVISED 1991.

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LENGTH OF PROJECT	
	METERS
ROADWAY	484.828
BRIDGES	273.000
TOTAL LENGTH OF PROJECT	757.828
UTILITIES	0.000
GROSS LENGTH OF PROJECT	757.828

PROJECT MANAGER: RAY PROFFIT, P.E.

PHASE II
02-19-96
TENTATIVE

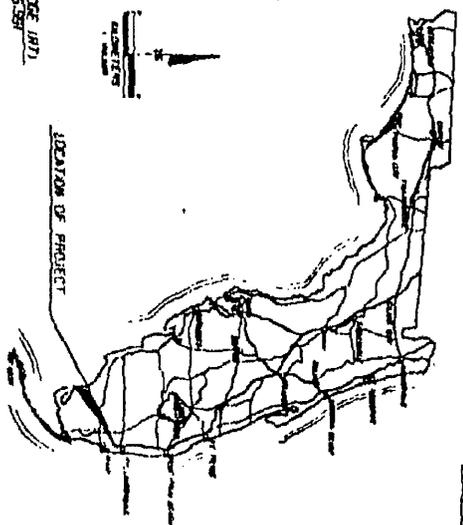
NOTE: THIS IS A METRIC UNIT PROJECT

NO.	REVISIONS

DESIGNED BY: [Signature]
DATE: [Date]

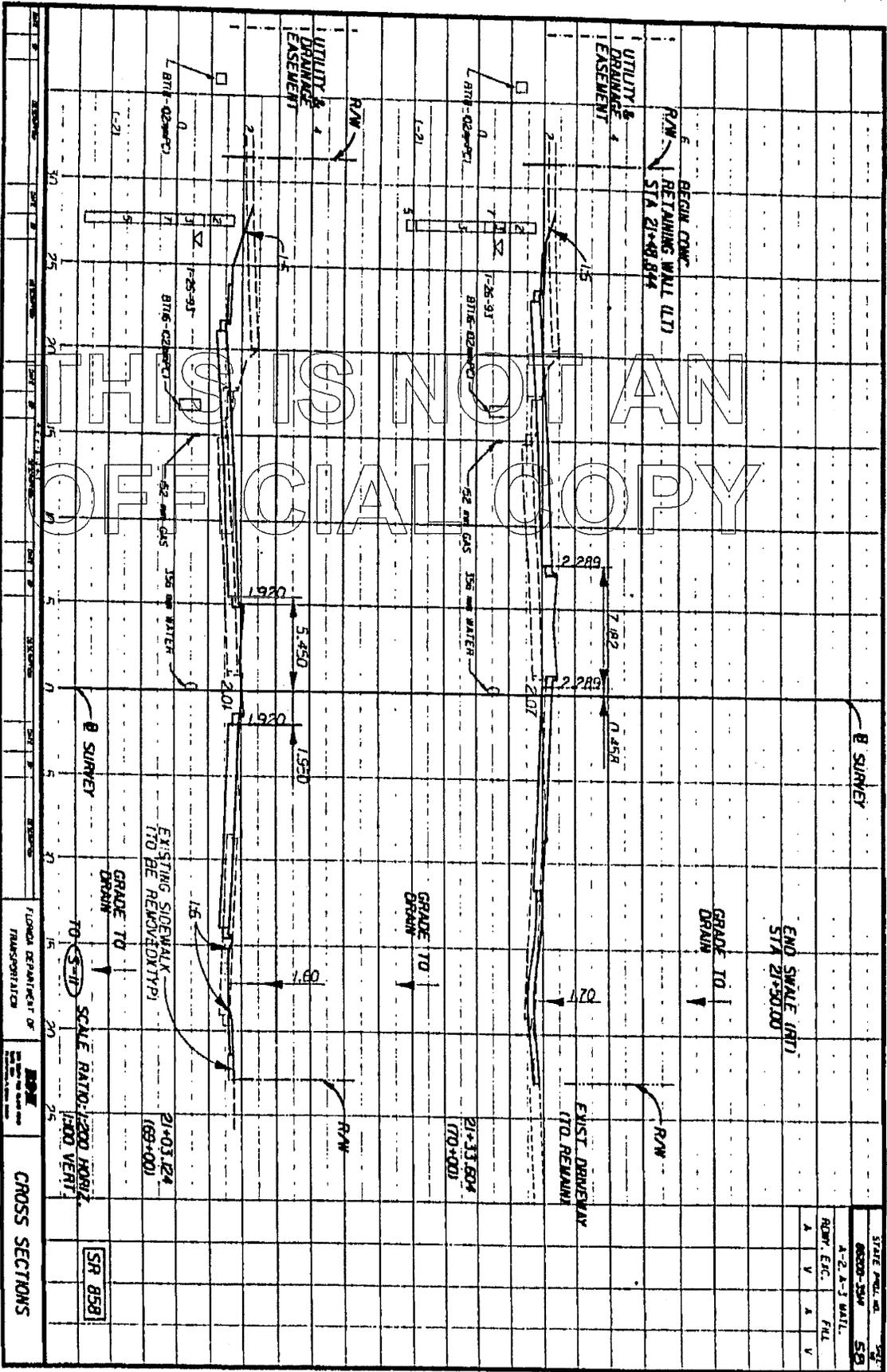
PLANS PREPARED BY
HSY
300 SOUTH PINE BLVD. SUITE 100
MILWAUKEE, WISCONSIN 53212

REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 12345
PLANNING, FL 11234



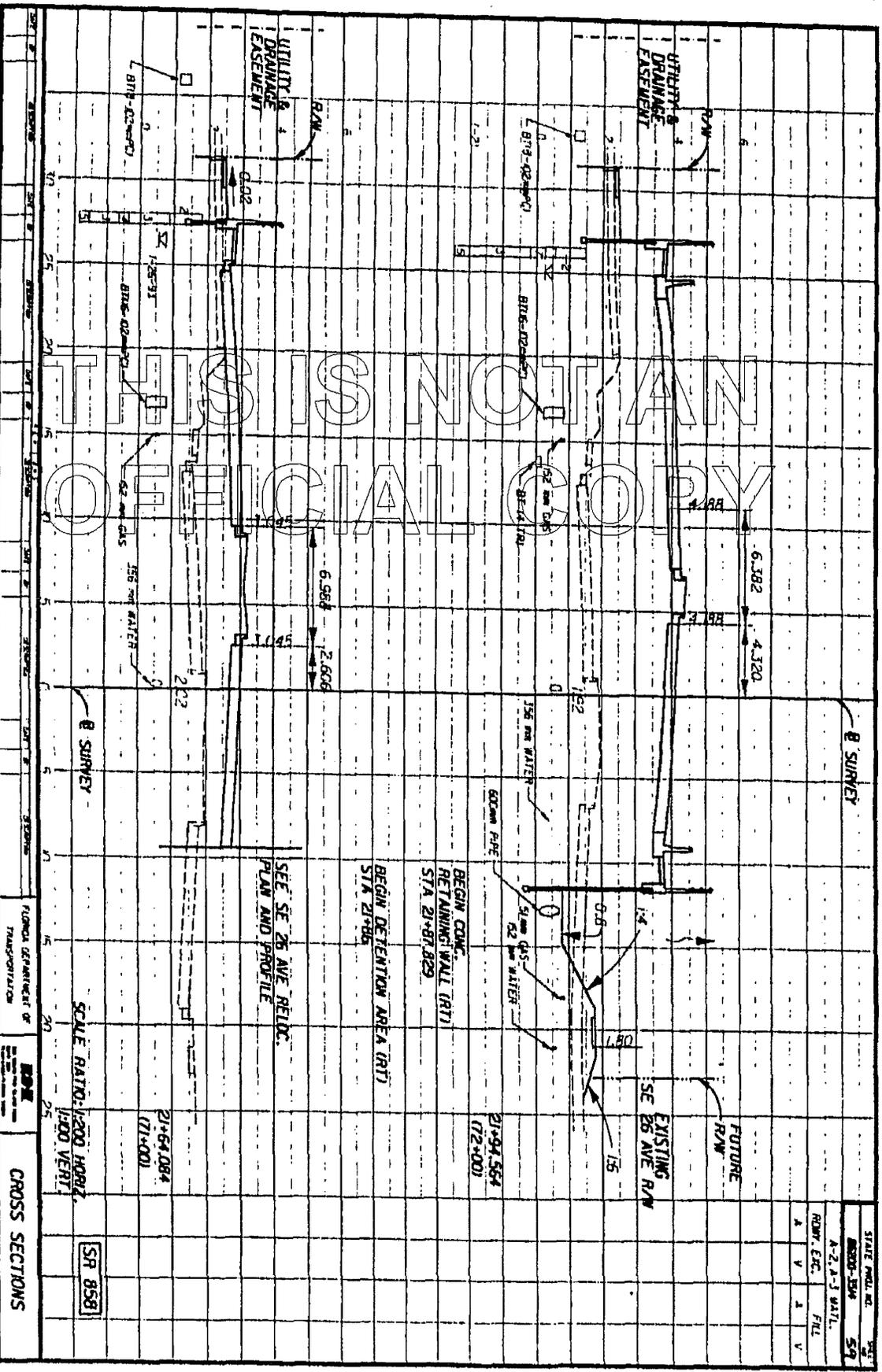
DATE: 02-19-96

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STATE PROJ. NO.	SR
SECTION - PLAN	SR
A-2-A-3 WALL	
ROW, ETC.	FILE
A	V
A	V
A	V
A	V



DK 25079PG0019

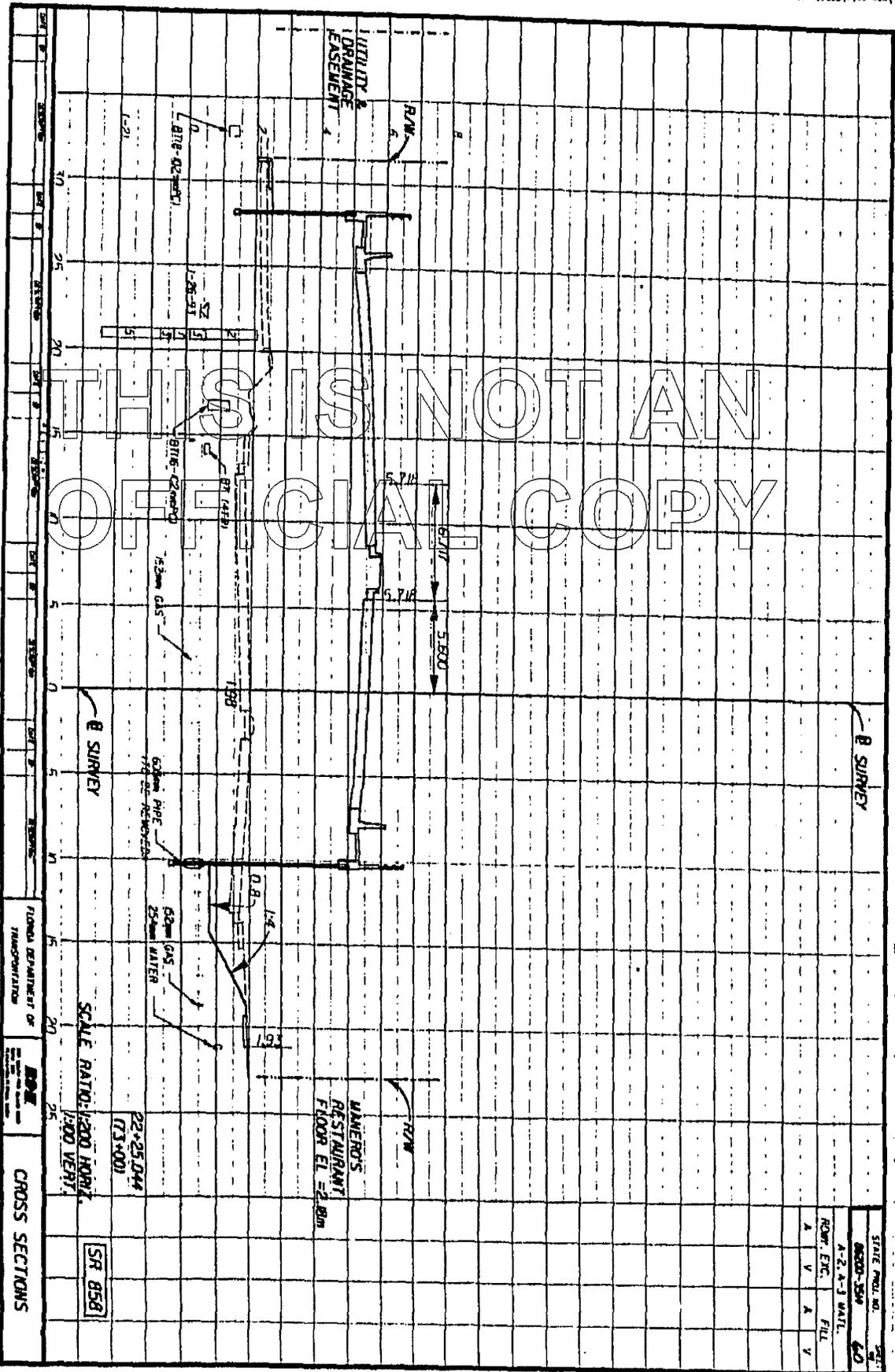
STATE PROJECT		54
A-2-A-3 MAIL		54
ROW	EXC.	FILL
A	V	A
A	V	V

CROSS SECTIONS

SCALE RATIO: 1:200 HORIZ. 1:200 VERT.

SR 858

DK 25079PG0020

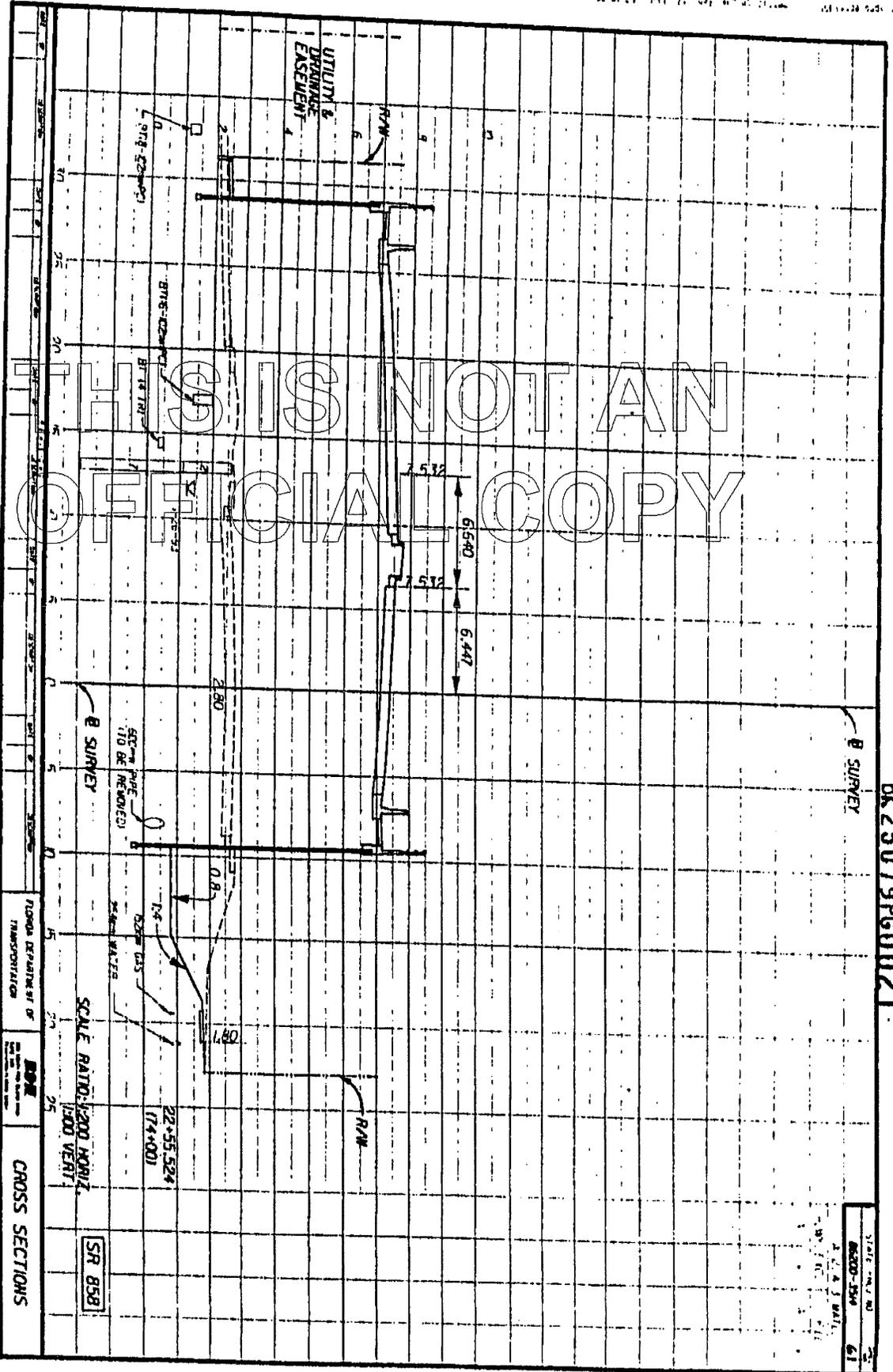


STATE PROJ. NO.	6500-304	4.0
ROW, ETC.	A-2, A-3	FILL
A	V	A
V	A	V

FLORIDA DEPARTMENT OF TRANSPORTATION

SR B58

CROSS SECTIONS



BK25079PG0021

STATE NO. 2	61
SECTION NO.	
DATE	

FLORIDA DEPARTMENT OF TRANSPORTATION

RDW

CROSS SECTIONS

SR 85B

SEE 2 OF 3 SR 858

CITY OF HOLLYWOOD

CITY OF HALLANDALE

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7-# STORE

1 OF 3 SR 858

3 OF 3 SR 858



FIRE STATION # 60



FLORIDA DEPARTMENT OF TRANSPORTATION

SR 858

TRAFFIC CONTROL PLAN SR 858 PHASE 1

DK 25079PG0027

STATE PROJ. NO. 13/095
SHEET NO. 57

2 OF 3 SR A/A

MAINT AND EXIST. PCDL SIGNAL

7" STONE

Bottom

SEA CREST

Bottom

Bottom

Bottom

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Const. Zone
Temp./Wet

FLORIDA DEPARTMENT OF TRANSPORTATION

DATE: 1/15/98
BY: [Signature]

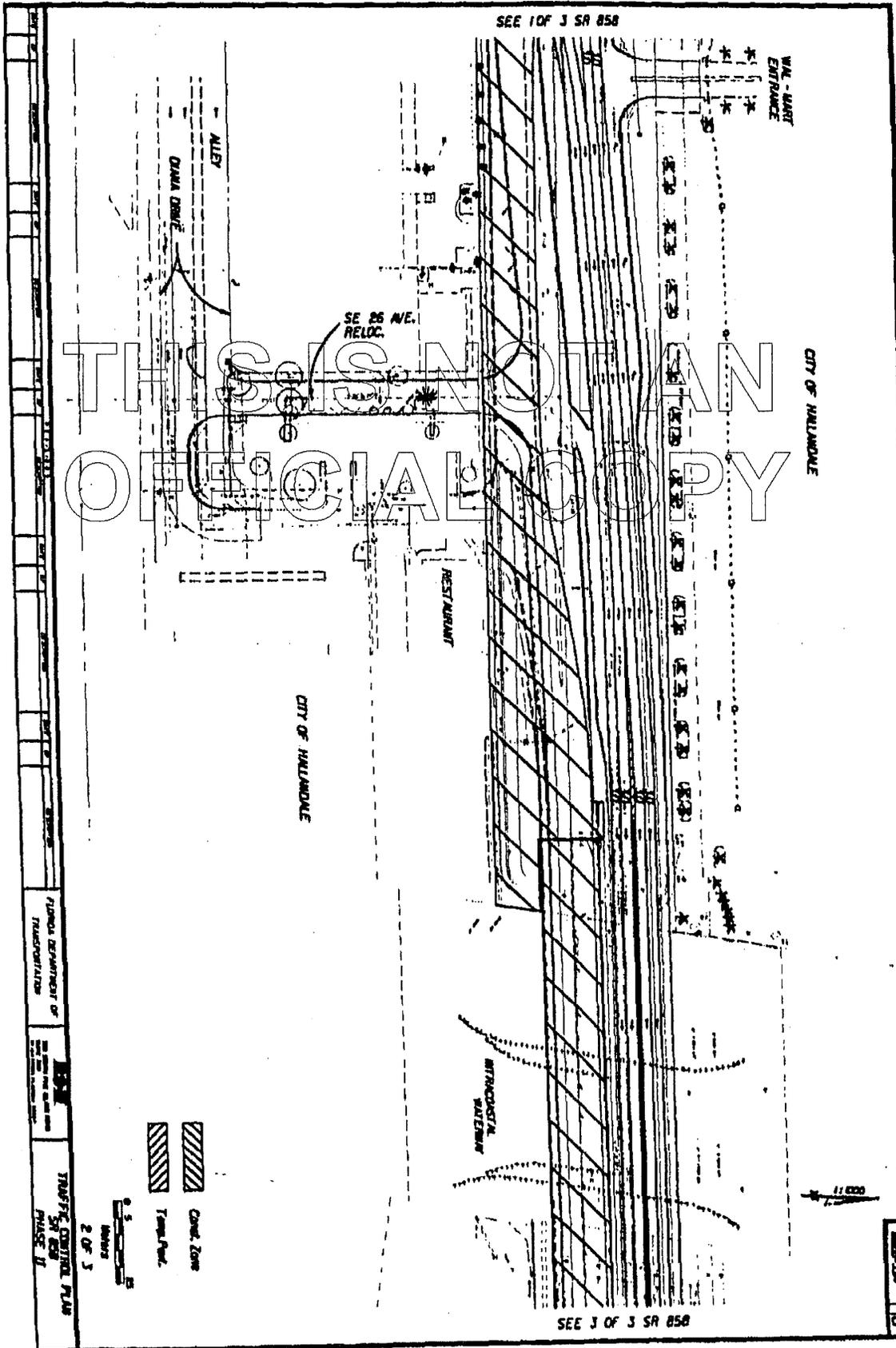
HAZARD CONTROL PLAN
SR A/A
PHASE 1

3 OF 5
DATE: 1/15/98
BY: [Signature]

STATE ROAD DISTRICT
NO. 10

BK25079PG0028

SEE 1 OF 3 SR 858



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BK25079PG0030

STATE	AVAIL. NO.	DATE
AK-109	710	

SEE 3 OF 3 SR 858

PLANS DEPARTMENT OF TRANSPORTATION

TRUSTEES CENTRAL PLAN
SR 858
PHASE II

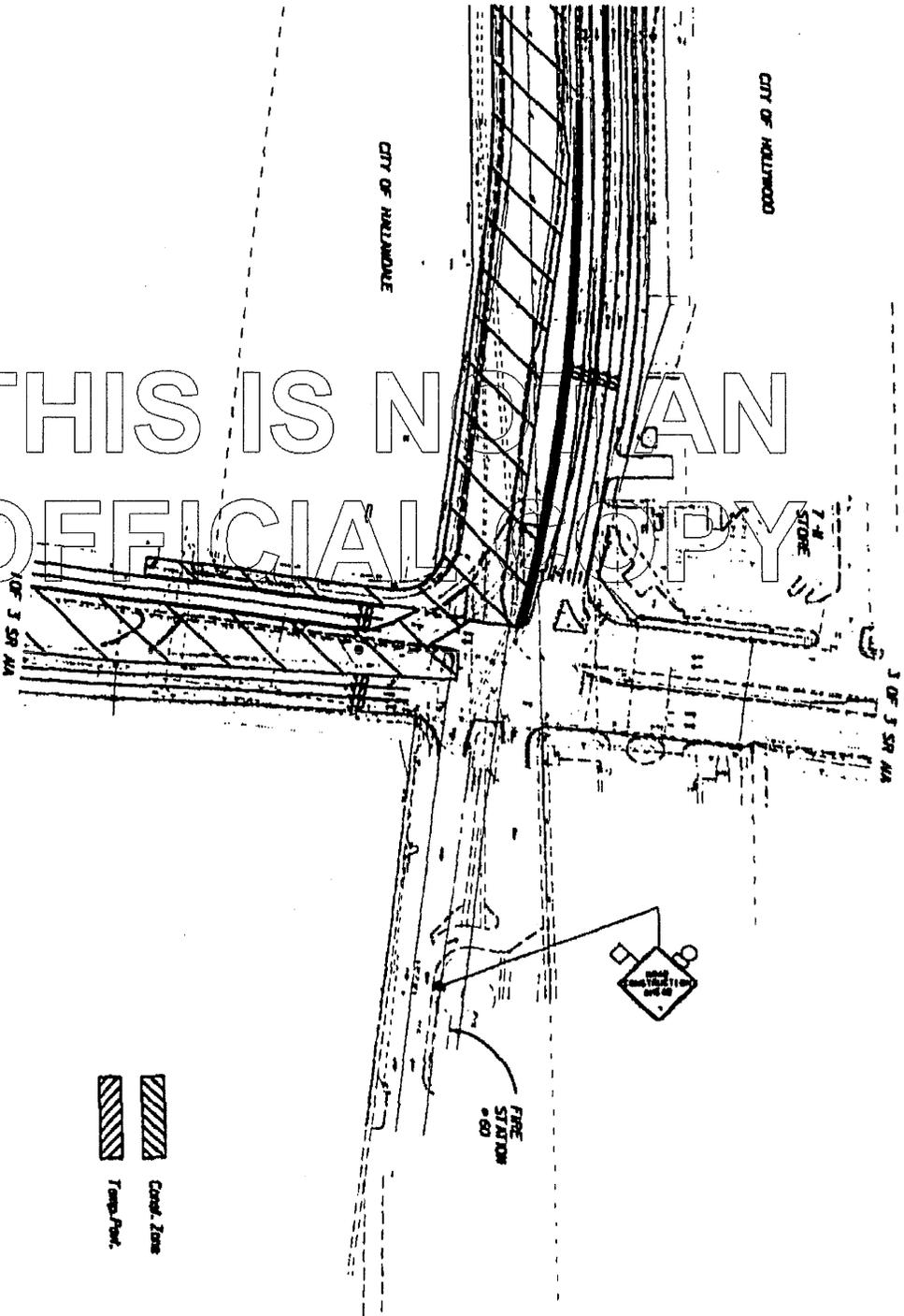


SEE 2 OF 3 SR 858

CITY OF HOLLAND

CITY OF HALLANDALE

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DK25079PG0031



FLORIDA DEPARTMENT OF TRANSPORTATION
 STATE PROJECT NO. 71
 SR 858
 PHASE II
 TRAFFIC CONTROL PLAN
 3 OF 3

DK 25079PG0035

STATE ROAD DISTRICT
NUMBER-3504
715

FIRE
STATION
THREE ISLAND
BLVD

DEVELOP
PARKING

CITY OF HALLANDALE

Phase
Note: SRT eastbound traffic is now south roadway and remove barriers from
north (eastbound) roadway.
Note: Open Ramp and Ramp Bridge to northbound St. westbound traffic.

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Cont. Zone
Temp. Park.

0 5 10
Feet

1 OF 3

FLORIDA DEPARTMENT OF
TRANSPORTATION
TRAFFIC CONTROL PLAN
PHASE III

SEE 2 OF 3 SR 858

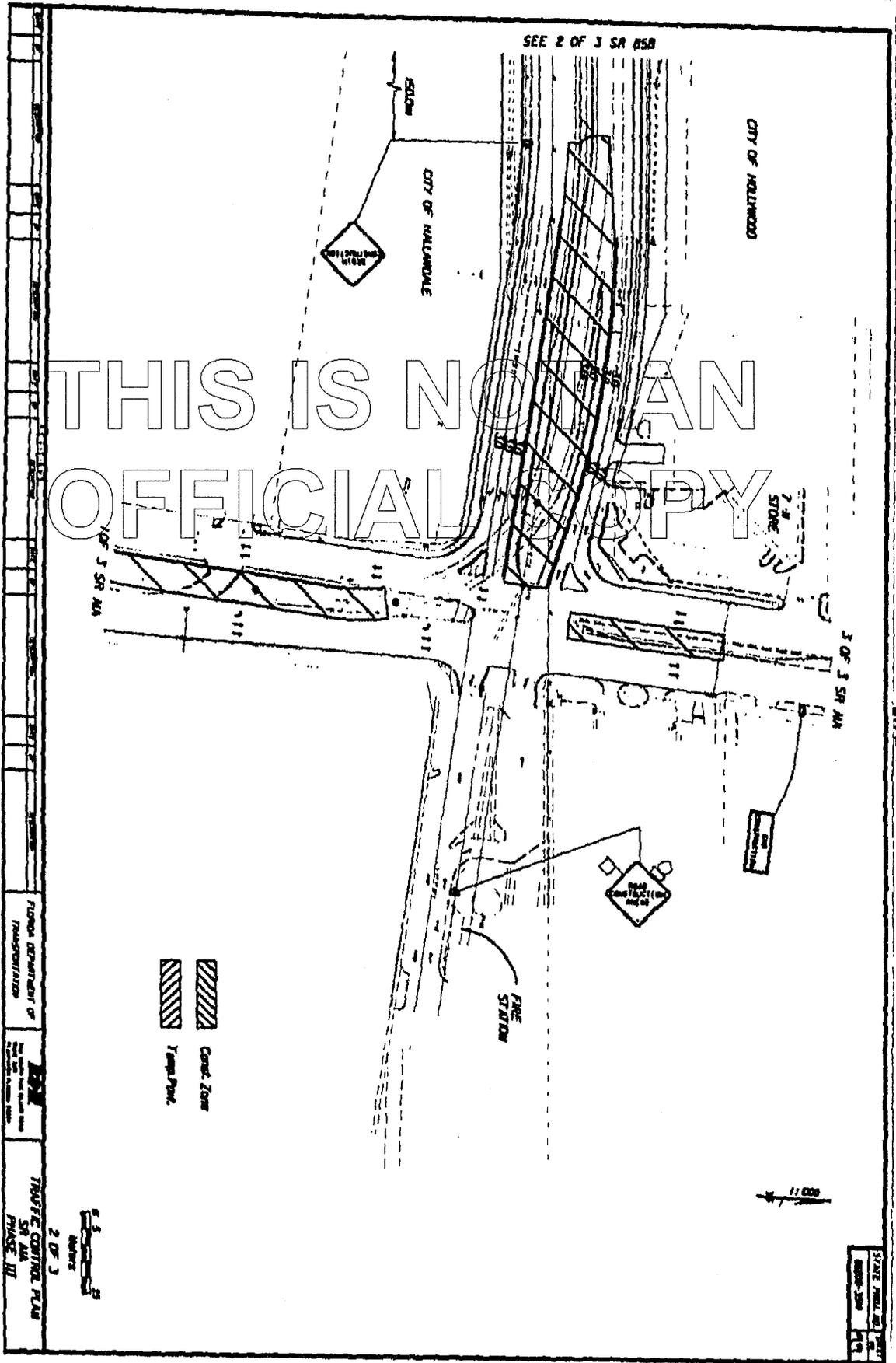
SEE 2 OF 3 SR 85B

CITY OF HOLLYWOOD

CITY OF HALLANDALE

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DK25079P60039



FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL PLAN

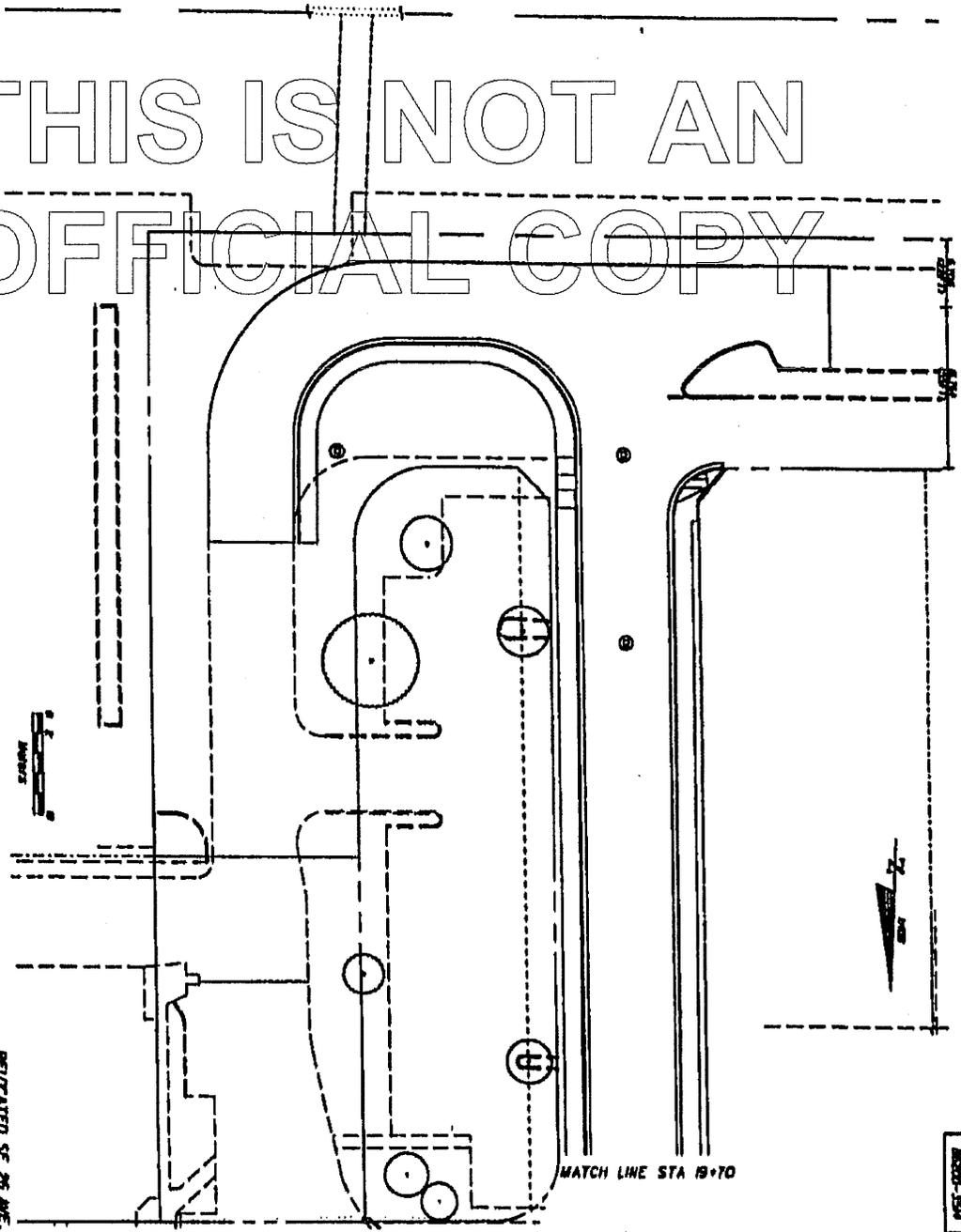
SR 85B PHASE III

2 OF 3

STATE ROUTE NO. 85B

L = 72' 4/8"

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BK 25079PG0044

RECORDED IN THE ORIGINAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR

FLORIDA DEPARTMENT OF TRANSPORTATION

RELOCATED SE 26 AVE. LANDSCAPE PLAN STA. B+30 TO STA. B+70

STATE PROJ. NO. 10-5
RACOS-1544

LAND DESCRIPTION
VACATION OF A PORTION OF
S.E. 19th AVENUE (Plat) S.E. 26th AVENUE (Field Acquired)
And A PORTION OF DIANA DRIVE
SECTION 26, TOWNSHIP 51 SOUTH, RANGE 42 EAST
CITY OF HALLANDALE BEACH, BROWARD COUNTY, FLORIDA

Portions of the right-of-way of Southeast 19th Avenue (Southeast 26th Avenue) and Diana Drive as shown on GOLDEN ISLES SECTION 'E', according to the plat thereof as recorded in Plat Book 46, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows

COMMENCING at the Northwest corner of Lot 1, Block 1 of said GOLDEN ISLES SECTION 'E', said point being located on the Southerly right-of-way line for State Road 858 (Hallandale Beach Boulevard), as shown on Florida Department of Transportation Right-of-Way Map, Section 86200-2514, Sheet 1 of 7;

THENCE North 87°08'38" East on the Northerly boundary of said Lot 1 and on said Southerly right-of-way line for State Road 858 (Hallandale Beach Boulevard), a distance of 90.00 feet to the **POINT OF BEGINNING**;

THENCE continue North 87°08'38" East on said Southerly right-of-way line for State Road 858 (Hallandale Beach Boulevard), and on a line 75.00 feet Southerly of and parallel with the South line of the North one-half (N1/2) of the Northeast one-quarter (NE ¼) of Section 26, Township 51 South, Range 42 East a distance of 95.00 feet to a point on the West line of Lot 1, Block 1 of SECTION No. 1, GOLDEN ISLES, according to the plat thereof as recorded in Plat Book 13, Page 1, of the Public Records of Broward County, Florida,

THENCE South 02°51'22" East on said West line of Lot 1, Block 1 and on the East right-of-way line of said Southeast 19th Avenue (Southeast 26th Avenue), a distance of 75.00 feet to the Southwest corner of said Lot 1, Block 1, said point also being located on the West line of Parcel 'B' of said GOLDEN ISLES SECTION 'E';

THENCE continue South 02°51'22" East on said East right-of-way line and on said West line of Parcel 'B', a distance of 209.50 feet to the intersection with a line 42.50 feet North of and parallel with the South right-of-way line of said Diana Drive;

THENCE South 87°08'38" West on said parallel line, a distance of 112.12 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Northwesterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 66°13'16", an arc distance of 28.89 feet to the intersection with the Southerly projection of the East line of Parcel No. 107, as contained in the stipulated Order of Taking and Final Judgment recorded in Official Records Book 25079, Page 1, of the Public Records of Broward County, Florida;

THENCE North 02°51'22" West on said projection of the East line of Parcel No. 107, a distance of 30.58 feet to a point on the East line of said Parcel No. 107;

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
September 20, 2011
P:\Projects\2011\14216 Related Group - Manero Site Plan\Survey\Legal Descriptions\V-SD-VACT_ROAD-OPTN2.docx

THENCE South 45°17'32" East on said East line of Parcel No. 107, a distance of 14.90 feet to the intersection with said South line of said Lot 1 in Block 1, GOLDEN ISLES SECTION 'E' and the platted Northerly right-of-way line of Diana Drive

THENCE North 87°08'38" East on said South line and said Northerly right-of-way line of Diana Drive, a distance of 29.94 feet to the beginning of a tangent curve concave to the Northwest;

THENCE on the East line of said Lot 1 in Block 1, GOLDEN ISLES SECTION 'E', the following three (3) courses and distances;

1. Northeasterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 90°00'00", an arc distance of 39.27 feet;
2. North 02°51'22" West, a distance of 200.00 feet to the beginning of a tangent curve concave to the southwest;
3. Northwesterly on the arc of said curve having a radius of 25.00 feet, through a central angle of 90°00'00", an arc distance of 39.27 feet to a point of tangency and the **POINT OF BEGINNING**;

Said lands lying in the City of Hallandale Beach, Broward County, Florida, and containing 22,386 square feet (0.514 acres), more or less.

SURVEYOR'S NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are relative to the South right-of-way line of State Road 858 (Hallandale Beach Boulevard); having a bearing of North 87°08'38" East as shown on State of Florida Department of Transportation Right-of-Way Map for State Road 858 Section 86200-2514.
4. Information contained herein and on the attached sketch does not represent a Boundary Survey.

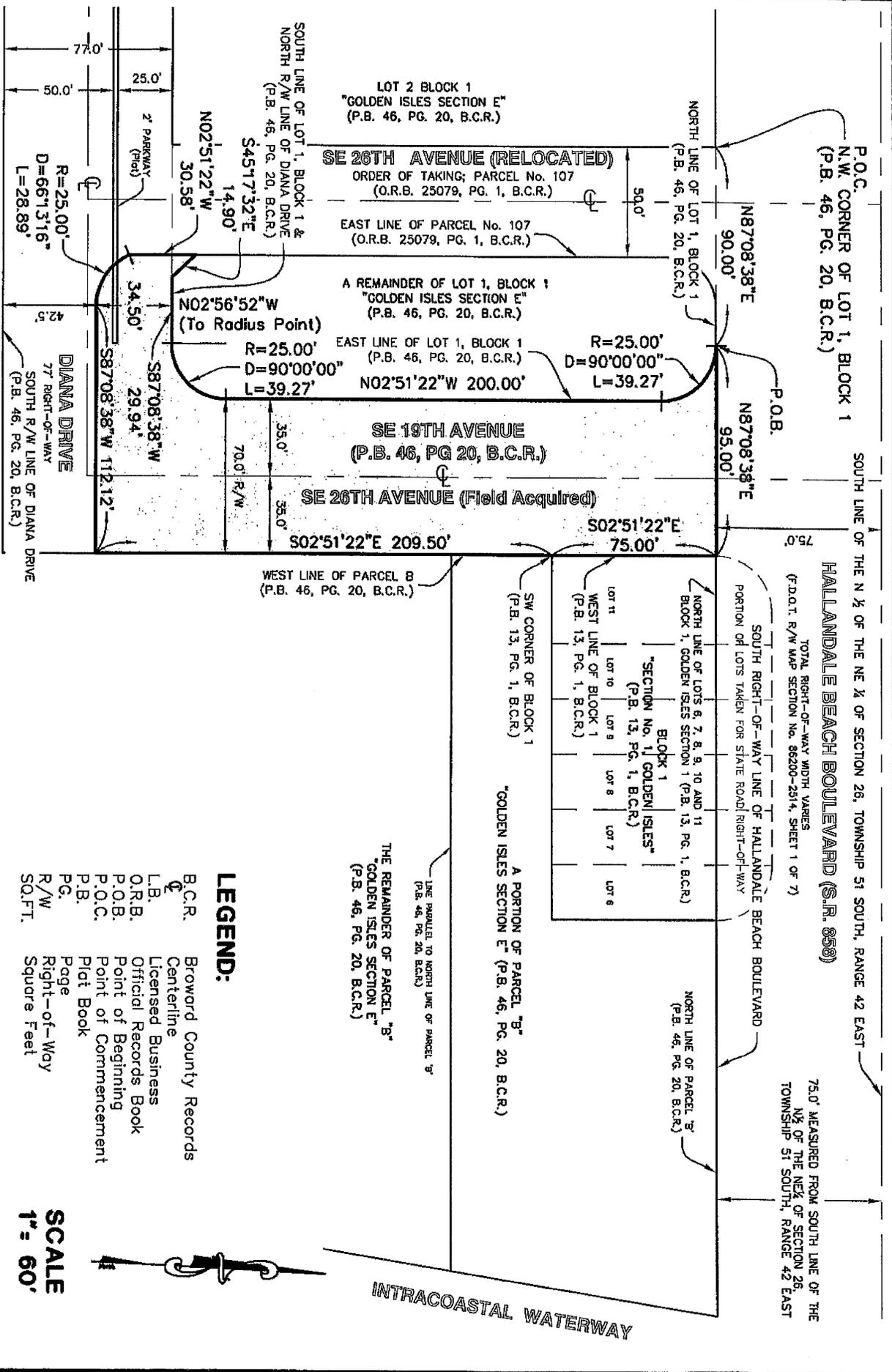
CALVIN, GIORDANO AND ASSOCIATES, INC.



Date: 9-20-2011

Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number LS 4479

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
September 20, 2011
P:\Projects\2011\114216 Related Group - Manero Site Plan\Survey\Legal Descriptions\V-SD-VACT_ROAD-OPTN2.docx



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 1800 Blue Drive, Suite 600, Fort Lauderdale, Florida 33316
 Phone: 954.921.7781 Fax: 954.871.8807
 Certificate of Authorization 6791

**SKETCH OF DESCRIPTION
 GOLDEN ISLES SECTION E
 CITY OF HALLANDALE BEACH, BROWARD COUNTY, FLORIDA**

SCALE	1" = 60'	PROJECT No	11-4216	SHEET	3
DATE	08-29-11	CAD FILE	SEE TOP	OF	3

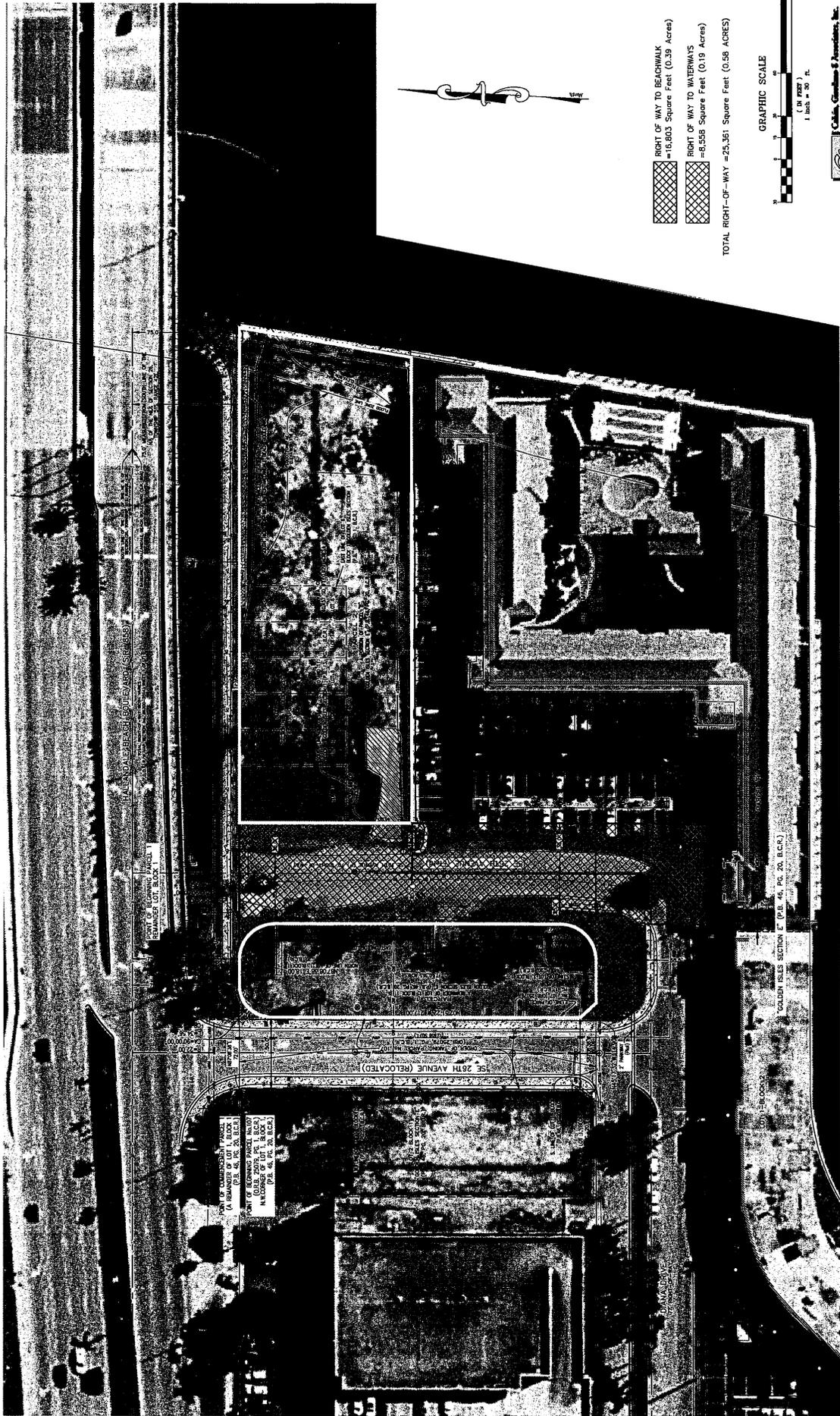
- LEGEND:**
- B.C.R. Broward County Records
 - ☐ Centerline
 - L.B. Licensed Business
 - O.R.B. Official Records Book
 - P.O.B. Point of Beginning
 - P.O.C. Point of Commencement
 - P.B. Plat Book
 - Pg. Page
 - R/W Right-of-Way
 - SQ.FT. Square Feet

SCALE
 1" = 60'



INTRACOASTAL WATERWAY

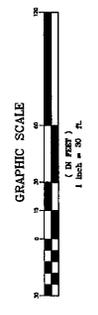
EXHIBIT OF PROPOSED ROAD VACATION



RIGHT OF WAY TO BEACHWALK
= 16,803 Square Feet (0.39 Acre)

RIGHT OF WAY TO WATERWAYS
= 6,558 Square Feet (0.19 Acre)

TOTAL RIGHT-OF-WAY = 23,361 Square Feet (0.58 ACRES)



COASTAL WATERWAYS APTS., INC.
(a Florida not-for-profit corporation)

RESOLUTION OF THE BOARD OF DIRECTORS

The undersigned Directors of the COASTAL WATERWAYS APTS., INC., a Florida not-for-profit corporation, ("Coastal"), hereby consent and agree to the adoption of the following Resolution:

WHEREAS, PEREZ ROSS HOLDINGS, LLC ("Developer") is processing development applications and related governmental approvals, including a right of way vacation (the "Approvals"), to construct a 216 two-bedroom suite hotel (432 keys), 84 residential units and related amenities (the "Project") on the property legally described in Exhibit "A" hereto (the "Property"); and

WHEREAS, after due consideration, the Board of Directors has reached agreement with Developer whereby Coastal supports the Approvals and otherwise supports construction of the Project on the Property.

NOW, THEREFORE, BE IT RESOLVED, that Coastal shall not object and will not oppose or appeal, seek review or reversal or modification of the Approvals or any other development permits or approvals of any governmental entity related to the development of the Project on the Property, directly or indirectly, provided that any changes to the plans for the Project on file with the City as if January 20, 2012 are first approved by a majority vote of the Board.

This Resolution may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed to have the same effect as originals.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Resolution as

of the 10th day of FEBRUARY, 2012.

COASTAL WATERWAYS APTS., INC.

DIRECTORS:

JAMES H. WILLIFORD
Print name:

James H. Williford 20 Feb 2012 JW

Print name:

Frederick J. Nachman

Print name:

Frederick Nachman

Print name:

NICOLE DANEAU

Print name:

Nicole Daneau

Print name:

Joanna FRENCH

Print name:

Joanna French

Print name:

Ellen Kaufman

Print name:

Ellen Kaufman

Richard Cannone

From: OrshefskyD@GTLAW.com
ent: Friday, January 20, 2012 2:23 PM
To: cdominguez@hallandalebeachfl.gov
Cc: Richard Cannone; EFordin@RELATEDGROUP.COM; CRosso@RELATEDGROUP.COM; hperl@kgblawfirm.com
Subject: Confirmation from Coastal Waterways regarding no objection to right of way vacation

Please see the email below from the attorney for Coastal Waterways.

Debbie M. Orshefsky
Shareholder, Co-Chair - National Land Development Practice Group
Greenberg Traurig, P.A. | 401 East Las Olas Boulevard Suite 2000 | Fort Lauderdale, FL 33301
Tel 954.768.8234 | Fax 954.759.5534
OrshefskyD@GTLAW.com | www.gtlaw.com



PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL

If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information. Pursuant to IRS Circular 230, any tax advice in this email may not be used to avoid tax penalties or to promote, market or recommend any matter herein.

From: Howard J. Perl, Esq. [<mailto:hperl@kgblawfirm.com>]
Sent: Friday, January 20, 2012 2:21 PM
To: Orshefsky, Debbie (Shld-FTL-LDZ-RE)
Subject: RE: Revised documents per discussions

Hi Debbie. Coastal Waterways Apts., Inc. ("Association") has no objection to the right of way vacation as you have previously discussed with the Association.

Thank you.

Howard J. Perl, Esq.

Senior Attorney

Katzman Garfinkel & Berger

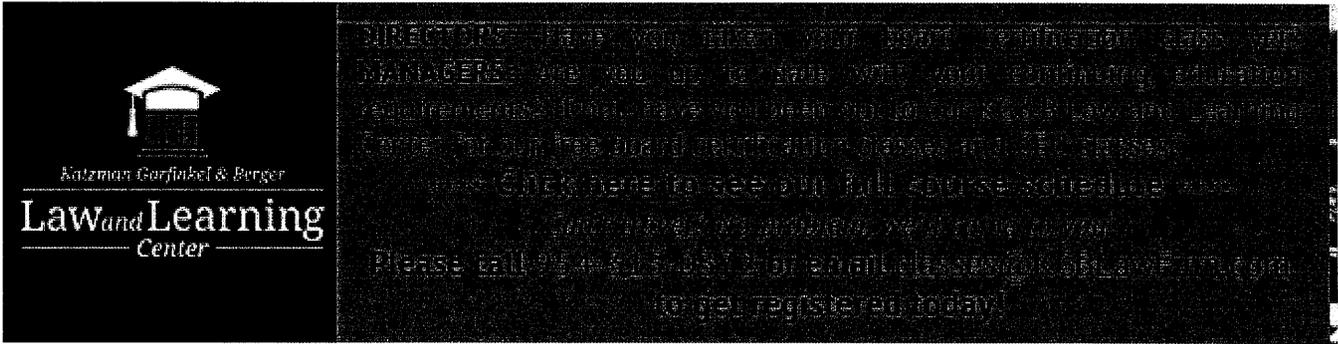
5297 West Copans Road | Margate, FL 33063

Tel 954-848-3184 | Fax 954.486.7782

hperl@kgblawfirm.com | www.kgblawfirm.com

[Margate/Ft. Lauderdale](#) | [Maitland/Orlando](#) | [Naples](#) | [Ft. Myers](#) | [St. Augustine](#) | [Boynton Beach](#)

Please note: St. Augustine and Boynton Beach locations are satellite offices (by appointment only).



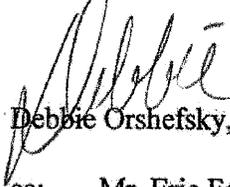
To learn more about our Community Advocacy Network (CAN), an advocacy initiative for those who live, serve and work in common interest ownership communities, please visit our website at www.canfl.com

NOTICE: This e-mail message and any attachment to this e-mail message contains confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachments to it. If you have received this e-mail in error, please notify us immediately by return e-mail or telephone at 954-486-7774 and delete this message. Please note that if this e-mail message contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachments may not have been produced by Katzman Garfinkel & Berger. This law firm is a "debt collector" under the Fair Debt Collection Practices Act. We are attempting to collect a debt, and any information obtained will be used for that purpose.

- Planned Development Overlay District (PDD) Zoning Assignment
- Conditional Use Approval
- Right of Way Vacation

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Debbie Orshefsky, Esq.

cc: Mr. Eric Fordin
Mr. Mark Antonio, City Manager
Mr. Richard Cannone

 First American Title	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011412-0007196e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

For Reference:

File #: RESNET 297901

Issued By:

KLEIN & KLEIN, LLC
 333 NW THIRD AVENUE
 OCALA, FL 34475

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed

in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost,

to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable

matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties.

The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

 First American Title	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	POLICY NUMBER 5011412-0007196e

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: (PRO PID 297901)(2076-2494717)

Address Reference: 2600 E. Hallandale Beach Blvd, Hallandale Beach, FL

Amount of Insurance: **\$2,915,000.00** Premium: \$3,501.51

Date of Policy: **May 3, 2011 @ 7:56 A.M.**

1. Name of Insured: **PRH-2600 Hallandale Beach, LLC, a Florida Limited Liability Company**
2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**
3. Title is vested in: **PRH-2600 Hallandale Beach, LLC, a Florida Limited Liability Company**
4. The Land referred to in this policy is described as follows:
See Schedule A (continued)

Klein & Klein, LLC

By: 
H. RANDOLPH KLEIN
KLEIN & KLEIN, LLC

 First American Title	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A (Continued)	POLICY NUMBER 5011412-0007196e

File No.: (PRO PID 297901)(2076-2494717)

LOT 1, IN BLOCK 1, OF GOLDEN ISLES SECTION 'E', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

TOGETHER WITH;

LOT 6, 7, 8, 9, 10, AND 11, IN BLOCK 1, OF SECTION NO. 1, GOLDEN ISLES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS STATE ROAD RIGHT-OF-WAY;

TOGETHER WITH:

THAT PART OF PARCEL B, OF GOLDEN ISLES SECTION 'E', AS RECORDED IN PLAT BOOK 46, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 'B', RUN WESTERLY AND ALONG THE SOUTH RIGHT-OF-WAY OF HALLANDALE BEACH BOULEVARD, 179.44 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 1 SECTION NO. 1, GOLDEN ISLES, PLAT BOOK 13, PAGE 1, THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTHERLY AND ALONG THE EAST LINE OF SAID LOT 6, BLOCK 1, SECTION NO. 1, GOLDEN ISLES, 75.00 FEET; THENCE RUN WESTERLY AND ALONG THE SOUTH LINE OF SAID LOTS 6, 7, 8, 9, 10, AND 11, BLOCK 1, SECTION NO. 1, GOLDEN ISLES, 165.00 FEET; THENCE RUN SOUTHERLY AND ALONG THE WEST LINE OF SAID PARCEL 'B', 46.00 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL 'B', 324.30 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY; THENCE NORTHERLY AND ALONG SAID WESTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (SAID LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL 'B'), A DISTANCE OF 122.66 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 'B' AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE LANDS DESCRIBED AS PARCEL NO. 107, AS CONTAINED IN THE STIPULATED ORDER OF TAKING AND FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 25079, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALSO KNOWN AS:

PARCEL 1:

THAT PART OF LOT 1 IN BLOCK 1 OF GOLDEN ISLES SECTION 'E' IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA:

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL NO. 107, AS CONTAINED IN THE STIPULATED ORDER OF TAKING AND FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 25079, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA:

 First American Title	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A (Continued)	POLICY NUMBER 5011412-0007196e

THAT PART OF LOT 1 IN BLOCK 1 OF GOLDEN ISLES SECTION 'E' IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 87°08'38" EAST ALONG THE BASELINE OF SURVEY FOR STATE ROAD 858 (HALLANDALE BEACH BOULEVARD), (SECTION 86200-2514), A DISTANCE OF 777.95 FEET; THENCE SOUTH 02°51'22" EAST, A DISTANCE OF 75.00 FEET (75.03 FEET, FIELD) TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 1 OF GOLDEN ISLES SECTION 'E', SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 87°08'38" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, ALSO BEING THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE FOR SAID STATE ROAD 858, A DISTANCE OF 72.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEASTERLY AND HAVING A CHORD BEARING OF SOUTH 42°08'38" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 22.00 FEET, AN ARC DISTANCE OF 34.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE END OF SAID CURVE; THENCE SOUTH 02°51'22" EAST, A DISTANCE OF 217.00 FEET; THENCE SOUTH 45°17'32" EAST, A DISTANCE OF 14.90 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 1 IN BLOCK 1 OF GOLDEN ISLES SECTION 'E'; THENCE SOUTH 87°08'38" WEST ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 60.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02°51'22" WEST ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL 1 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1 OF GOLDEN ISLES SECTION "E" IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 87°08'38" EAST ON THE NORTH BOUNDARY LINE OF SAID LOT 1, ALSO BEING THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE FOR STATE ROAD 858 (HALLANDALE BEACH BOULEVARD), (SECTION 86200-2514), A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 87°08'38" EAST ON SAID NORTH LINE, A DISTANCE OF 18.00 FEET TO A POINT ON THE ARC OF A TANGENT CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY, ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE EAST BOUNDARY LINE OF SAID LOT 1;

THENCE SOUTH 02°51'22" EAST ON SAID EAST LINE, A DISTANCE OF 200.00 FEET TO A POINT ON THE ARC OF A TANGENT CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 1;

 First American Title	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A (Continued)	POLICY NUMBER 5011412-0007196e

THENCE SOUTH 87°08'38" WEST ON SAID SOUTH LINE, A DISTANCE OF 29.94 FEET;

THENCE NORTH 45°17'32" WEST, A DISTANCE OF 14.90 FEET TO THE EAST LINE OF PARCEL NO. 107, AS CONTAINED IN THE STIPULATED ORDER OF TAKING AND FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 25079, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 02°51'22" WEST ON SAID EAST LINE, A DISTANCE OF 217.00 FEET TO A POINT ON THE ARC OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC DISTANCE OF 34.56 FEET TO THE POINT OF BEGINNING;

PARCEL 2:

LOT 6, 7, 8, 9, 10, AND 11, IN BLOCK 1, OF GOLDEN ISLES SECTION NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS STATE ROAD RIGHT-OF-WAY;

TOGETHER WITH:

THAT PART OF PARCEL B, OF GOLDEN ISLES SECTION E, AS RECORDED IN PLAT BOOK 46, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 'B', RUN WESTERLY AND ALONG THE SOUTH RIGHT-OF-WAY OF HALLANDALE BEACH BOULEVARD, 179.44 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 1, GOLDEN ISLES SECTION NO. 1, PLAT BOOK 13, PAGE 1, OF THE PUBLIC RECORDS BROWARD COUNTY, FLORIDA; THENCE RUN SOUTHERLY AND ALONG THE EAST LINE OF SAID LOT 6, BLOCK 1, GOLDEN ISLES SECTION NO. 1, 75.00 FEET; THENCE RUN WESTERLY AND ALONG THE SOUTH LINE OF SAID LOTS 6, 7, 8, 9, 10, AND 11, BLOCK 1, GOLDEN ISLES SECTION 1, 165.00 FEET; THENCE RUN SOUTHERLY AND ALONG THE WEST LINE OF SAID PARCEL 'B', 46.00 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL 'B', 324.30 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY; THENCE NORTHERLY AND ALONG SAID WESTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (SAID LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL 'B'), A DISTANCE OF 122.66 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 'B' AND THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF HALLANDALE BEACH, BROWARD COUNTY, FLORIDA CONTAINING A TOTAL NET AREA OF 56.280 SQUARE FEET (1.292 ACRES) MORE OR LESS.

 First American Title	Owner's Policy of Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule B	<small>POLICY NUMBER</small> 5011412-0007196e

File No.: (PRO PID 297901)(2076-2494717)

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by prior owners.
7. Taxes and assessments for the year 2011 and subsequent years.

NOTE: Exception(s) numbered 1, 2, 3, 4, 5 and 6 above are hereby deleted.

8. Sewerage and Water Agreement, filed February 12, 1958, in Book 1146, at Page 174, as modified by Amendment to Agreement, filed June 2, 1958, in Book 1235, at Page 406.
9. Riparian and/or littoral rights are not insured.
10. Dedication of alley lying in Blocks 1 and 2, and reservation of right to lay water mains, gas mains, electric light power, and telephone conduits, construct railways, set light, telephone and telegraph or other service line poles and other improvements for Public Service, as shown on the Plat of Golden Isles Section 1 recorded in Plat Book 13, Page 1.
11. Due to all or a part of the land described herein being artificially filled in land in what was formerly navigable waters, this policy is subject to the right of the United States Government, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce.

NAVIGATIONAL SERVITUDE ENDORSEMENT
First American Title Insurance Company

Endorsement to Policy No.: 5011412-0007196e

First American Title Insurance Company hereby insures the insured against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which First American Title Insurance Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of forced removal pursuant to a final judgment of a court of competent jurisdiction in favor of the United States Government requiring the removal of any improvements located on the land at date of policy resulting from the exercise of the rights of the United States Government with respect to control over navigable waters, or lands which formerly constituted navigable waters, for purposes of navigation and commerce.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Klein & Klein, LLC
Name of Agent

FL 475
Agent No.


H. RANDOLPH KLEIN

First American Title Insurance Company

SURVEY ENDORSEMENT
First American Title Insurance Company

Endorsement to Policy No.: 5011412-0007196e

The Company hereby acknowledges the lands described in Schedule A are the same lands described in the survey prepared by Calvin, Giordano & Associates, Inc. dated March 29, 2011 however, the Company does not insure the accuracy or completeness of said survey.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Klein & Klein, LLC
Name of Agent

FL 475
Agent No.



H. RANDOLPH KLEIN

First American Title Insurance Company



Privacy Information

Policy no.: 5011412-0007196e

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



City of Hallandale Beach

Utilities & Engineering Dept.
630 N.W. 2nd Street
Hallandale Beach, FL 33009
Phone: (954) 457-1620
Fax: (954) 457-1624

July 13, 2011

Mr. Richard Cannone, Planning Administrator
Calvin Giordano & Assoc. Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

Re: Right of Way Vacation, SE 26th Ave. for Beachwalk Project

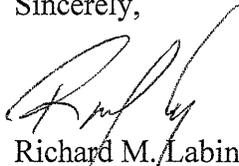
Dear Mr. Cannone;

We have reviewed your request for vacation of a portion of SE 26th Ave. south of Hallandale Beach Blvd. and Diana Drive. The City has the following utilities located in this right-of-way.

1. An 8" gravity sanitary sewer line that will have to be removed and reconstructed to service your project.
2. An 8" watermain that will have to be removed. A new 14" watermain will need to be constructed in SE 26th Ave to the west of this parcel connecting the existing 14" watermain in Hallandale Beach Blvd. with the 8" watermain in Diana Drive.
3. Storm drainage pipe that serves this right-of-way can be reconstructed with the project.

If you have any questions please call.

Sincerely,



Richard M. Labinsky, P.E.
City Engineer

cc: Earl S. King III, Acting Director U&E
Christy Dominguez, Director Planning & Zoning
Jorge Fernandini



Engineering – Design Department
2601 SW 145th Ave Miramar, FL 33027

Thursday, September 01, 2011

Richard D. Cannone
Planning Administrator
Calvin, Giordano & Associates, Inc
1800 Elder Drive, Suite 600
Ft. Lauderdale, FL 33316

RE: **Vacation of R/W**
SE 19th Ave / SE 26th Ave (Field Acquired)
Hallandale Beach, FL
Comcast muid_4998_B

Dear Cannone

Please Be Advised, ...in reference to the **SE 19th Ave / SE 26th Ave (Field Acquired)**
Vacation of R/W Comcast has ***no objection and approves*** to the vacation of the R/W
....as outlined in the above referenced project.

Please Note... Based on our current design prints, ...Comcast has active aerial plant
attached to the utility poles within and or adjacent to the subject vacation area.

Comcast will require an easement be provided in its current location and or a new one
should it become necessary for Comcast to relocate its plant to a new location.

Should you have any further question, please feel free to call me at 1-954-447-8405 fax
1-954-534-7083 or e-mail at Leonard_Maxwell-Newbold@cable.comcast.com

Sincerely,

Leonard Maxwell-
Newbold

Digitally signed by Leonard Maxwell-Newbold
DN: cn=Leonard Maxwell-Newbold, o=Comcast
Cable Communications, ou=RDC
Engineering_Construction_Design,
email=leonard_maxwell-
newbold@cable.comcast.com, c=US
Date: 2011.09.01 12:02:28 -04'00'

Leonard Maxwell-Newbold
Regional Permit Administrator
Comcast / Southern Division (RDC)
9/1/2011 12:02:02 PM

cc: **Calvin, Giordano & Associates, Inc.** Folder
File

MUID_4998_B~ 9/1/2011 12:02:02 PM



Laura Rodgers
18560 NW 27th Av
Miami Gardens, FL 33056

T: 305-622-6547
F: 305-622-3293
Lr6695@att.com

September 1st, 2011

Calvin, Giordano & Assoc, Inc.
Richard D. Cannone
1800 Eller Dr. Suite 600
Ft Lauderdale, FL 33316

RE: Vacation of Right of Way SE 19th AV, Hallandale Bch, Fl.

Mr. Cannone:

AT&T has objection to the proposed vacation of a portion of SE 19th AV right way, recorded in Broward County plat Book 46 page 20 as indicated in the copy of the survey and legal description provided on your email.

AT&T currently has existing facilities in the area. Facilities will be relocated per your request after an easement has been granted and recorded and the special construction payment had been received.

It should be noted, however, in order to provide future facilities, the owner may have to provide new easements, conduit and any other support facilities that AT&T may required.

Please, also note that you are still required to call 1-800-432-4770 and have Sunshine Cable Locate Services to find any possible buried cables before you dig.

If you have any questions, I can be reached at (305) 622-6547

Sincerely,

Laura Rodgers
Mgr OSP Plng & Engr Design
AT&T Florida



PEOPLES GAS

September 2, 2011

Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Richard D. Cannone

**Re.: Vacation of Right-of-Way – Hallandale Beach, Fl.
Attached is a description of a portion of SE 19th Avenue (Plat) SE 26th
Avenue (Field Acquired) found in Section 26, Township 51 South,
Range 42 East in the City of Hallandale Beach, The Plat is Golden Isle
Section “E”, as recorded in Broward County Plat Book 46, Page 20**

Dear Mr. Cannone:

After a review of our facilities within the area of the above-mentioned plat, we would like to inform you that TECO Peoples Gas has no objections to the closure/vacation of said easement/alley, right-of way, providing a utility easement is incorporate in the re-plat, or the applicant will pay for the relocation or replacement of these facilities.

Should you have any additional questions concerning the above, please contact me at 954-453-0817.

Sincerely,

A handwritten signature in cursive script that reads 'Angel L. Quant'.

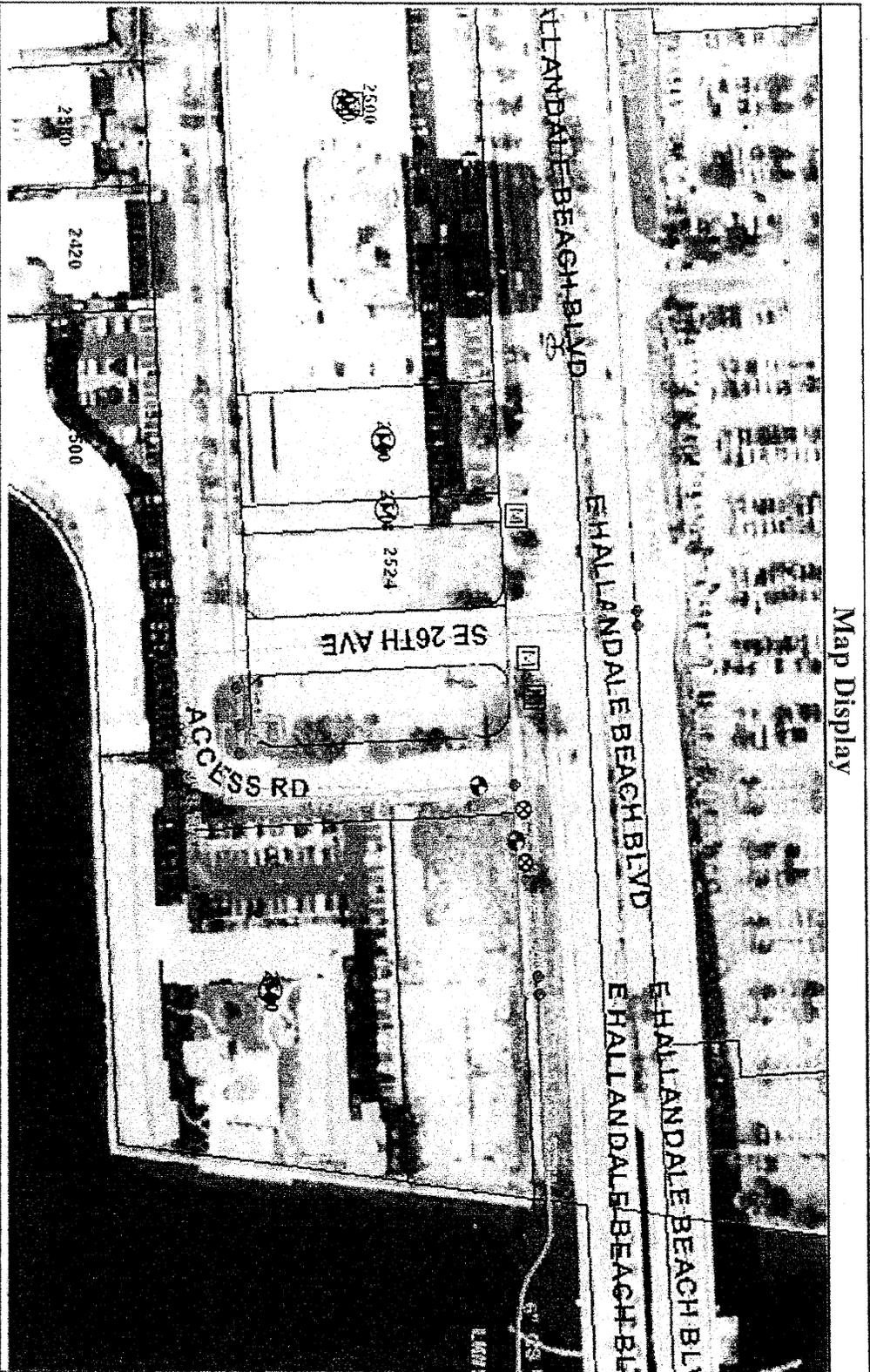
FOR

Angel L. Quant
South Florida Regional Operations Manager

cc: R. Wall
A. Quant
File 020-07



Map Display



Richard Cannone

From: Vidal, Alfredo <Alfredo.Vidal@fpl.com>
Sent: Wednesday, February 15, 2012 2:25 PM
To: Richard Cannone
Subject: RE: FPL Coordination Meeting for Golden Isles Section E

Hello Mr. Cannone, please excuse the delay as I was out of the office for 1 week and, it actually took me a long time and several emails to get this information for you. Our current trucks for underground work are 9'7" tall, however, the company is contemplating a new fleet which would be 11' tall. To be on the safe side, I'd plan for a 12' height clearance. Thanks.

Regards,

Alfredo Vidal - Project Manager Distribution Power Systems Gulfstream Distribution Operations
4000 Davie Road Extension Hollywood, FL 33024 Mail Stop: GSO/H01
Office: 954-442-6335
Email: alfredo.vidal@fpl.com

-----Original Message-----

From: Richard Cannone [mailto:rcannone@calvin-giordano.com]
Sent: Monday, January 30, 2012 11:28 AM
To: Vidal, Alfredo
Subject: RE: FPL Coordination Meeting for Golden Isles Section E

RICHARD D. CANNONE
Planning Administrator
Planning Department (Broward)

-----Original Message-----

From: Vidal, Alfredo [mailto:Alfredo.Vidal@fpl.com]
Sent: Monday, January 30, 2012 11:15 AM
To: Richard Cannone
Subject: RE: FPL Coordination Meeting for Golden Isles Section E

Hello Mr. Cannone, I need to involve our planning department in this matter. Would you please send me a pdf copy of the plans via email so that I can provide them with it, and they can give me their input. I will try to have an answer for you as soon as I hear back from them.

Regards,

Alfredo Vidal - Project Manager Distribution Power Systems Gulfstream Distribution Operations 4000 Davie Road Extension Hollywood, FL 33024 Mail Stop: GSO/H01

Richard Cannone

From: Vidal, Alfredo <Alfredo.Vidal@fpl.com>
Sent: Tuesday, October 04, 2011 3:38 PM
To: Richard Cannone
Subject: RE: FPL Coordination Meeting for Golden Isles Section E

Hello Mr. Cannone,

I went over the plans you provided and our records with Mr. Hogans and, as far as our underground facilities in the area are concerned, we don't see a conflict with your proposed plans as long as NO structures are built right on top of our underground wire, unless we have sufficient clearance (exact number to be advised in the next couple of days, which will allow us 24/7 access to the cable route in case of a needed repair/replacement in the future. This is mainly referring to the Proposed Parking Garage.

Furthermore, the proposed Entry Drive looks like it is at ground level (no ramp), which is fine. However, if it is a ramp, we would need the same clearance to have access to our cable. The main requisite we have is that we need full access to the cable route at all times, not just the manholes shown on the survey provided.

The next step, which I'll be doing right after I am done writing this email, is to contact the correct personnel to find out the exact minimum clearance we need to have, and secondly, I will get our easements/tie downs/surveys person involved to get the exact location of our underground facilities in the area to be 100 % sure of their location, and provide that data to you.

I'll get in touch with you as soon as I hear back from the people I need to involve, thanks much for your patience in this matter.

Regards,

Alfredo Vidal - Power Systems Engineer
Gulfstream Distribution Operations
4000 Davie Road Extension Hollywood, FL 33024 Mail Stop: GSO/H01
Office: 954-442-6335
Email: alfredo.vidal@fpl.com

-----Original Message-----

From: Richard Cannone [mailto:rcannone@calvin-giordano.com]
Sent: Monday, October 03, 2011 2:57 PM
To: Vidal, Alfredo
Subject: RE: FPL Coordination Meeting for Golden Isles Section E

Thanks, appreciate the follow up!

RICHARD D. CANNONE
Planning Administrator
Planning Department (Broward)



September 1, 2011

Richard D. Cannone - Planning Administrator
1800 Elier Drive, Suite 600
Ft. Lauderdale, FL 33316

Re: Vacation of Right of Way Golden Isles Section E – Hallandale Beach, FL

Dear Mr. Cannone:

Thank you for contacting FPL about any facilities in the area that might be in conflict with your proposed vacation of Right of Way located on Golden Isles Section E. Based on a research done upon receiving your request, it has been determined that Florida Power & Light DOES have existing underground facilities in the area conflicting with your proposed project. FPL's Hallandale Substation is located just west of your location, and we have several feeder cables coming from the Substation going east towards your location, and then continue north and further east across water way. Please find the attached enclosures of our maps for better illustration.

If you have any questions/concerns, please feel free to contact me at 954-442-6335.

Sincerely,

A handwritten signature in black ink, appearing to read "Alfredo Vidal", written in a cursive style.

Alfredo Vidal
Engineer II
Alfredo.vidal@fpl.com

AMS Web Query Tool Map

From Internet Explorer

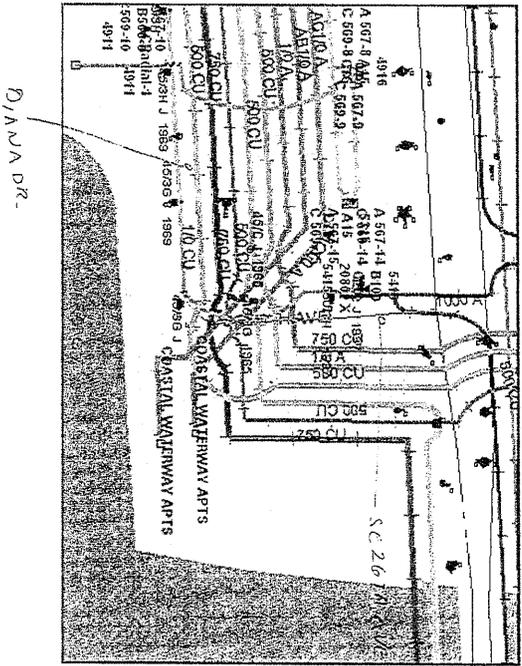
To copy the map -> right click on the map and select "Copy"

To save the map -> right click on the map and select "Save Picture As" (you can save it as a png or bmp)

From Netscape

To save the map -> right click on the map and select "Save Image As" (you can only save it as a png)

To print the map -> Select "File" from the menu bar then "Print" or click Ctrl+P on your keyboard





Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

July 13, 2011

Sonia Rebollida
OSPE Design Specialist
AT&T
sonia.rebollida@bellsouth.com

RE: Vacation of Right of Way – Hallandale Beach, FL

Dear Ms. Rebollida:

Attached is a sketch and description of a portion of a of SE 19th Avenue (Plat) SE 26th Avenue (Field Acquired) found in Section 26, Township 51 South, Range 42 East in the City of Hallandale Beach. The Plat is Golden Isles Section "E", as recorded in Broward County Plat Book 46, Page 20 (attached). As part of the vacation application, each utility provider is asked to provide a letter of no objection to the vacation.

Please review your facilities maps and indicate whether you have any facilities within the proposed vacation area. If there are no facilities in the area being vacated please state so in a letter of no objection. If there are facilities in the area, either a new easement will be provided in the current location or if the facilities need to be relocated a new easement will be provided in the new location.

Please forward your letter to my attention as soon as possible. If you should have any questions, please do not hesitate to call me at 954.921.7781.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Richard D. Cannone
Planning Administrator

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Fort Lauderdale, FL 33316
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Fax: 954.921.8807

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July 13, 2011

Giovanni Herazo
System Project Manager
Florida Power & Light
4000 Davie Road Extension
Hollywood, FL 33024

RE: Vacation of Right of Way – Hallandale Beach, FL

Dear Mr. Herazo:

Attached is a sketch and description of a portion of a of SE 19th Avenue (Plat) SE 26th Avenue (Field Acquired) found in Section 26, Township 51 South, Range 42 East in the City of Hallandale Beach. The Plat is Golden Isles Section "E", as recorded in Broward County Plat Book 46, Page 20 (attached). As part of the vacation application, each utility provider is asked to provide a letter of no objection to the vacation.

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Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Richard D. Cannone
Planning Administrator

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July 13, 2011

Rick Labinsky, City Engineer
City of Hallandale Beach
630 NW 2nd Street
Hallandale Beach, FL 33009

RE: Vacation of Right of Way – Hallandale Beach, FL

Dear Mr. Labinsky:

Attached is a sketch and description of a portion of a of SE 19th Avenue (Plat) SE 26th Avenue (Field Acquired) found in Section 26, Township 51 South, Range 42 East in the City of Hallandale Beach. The Plat is Golden Isles Section "E", as recorded in Broward County Plat Book 46, Page 20 (attached). As part of the vacation application, each utility provider is asked to provide a letter of no objection to the vacation.

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Please forward your letter to my attention as soon as possible. If you should have any questions, please do not hesitate to call me at 954.921.7781.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Richard D. Cannone
Planning Administrator

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July 13, 2011

Leonard Maxwell-Newbold
Regional Permit Administrator
Comcast / Southern Division (RDC)
Engineering – Design Department
2601 SW 145th Avenue
Miramar, FL 33027

RE: Vacation of Right of Way – Hallandale Beach, FL

Dear Mr. Maxwell-Newbold:

Attached is a sketch and description of a portion of a of SE 19th Avenue (Plat) SE 26th Avenue (Field Acquired) found in Section 26, Township 51 South, Range 42 East in the City of Hallandale Beach. The Plat is Golden Isles Section "E", as recorded in Broward County Plat Book 46, Page 20 (attached). As part of the vacation application, each utility provider is asked to provide a letter of no objection to the vacation.

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Please forward your letter to my attention as soon as possible. If you should have any questions, please do not hesitate to call me at 954.921.7781.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Richard D. Cannone
Planning Administrator

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July 13, 2011

Angel L. Quant
South Florida Regional Operations Manager
Teco Peoples Gas
5101 NW 21st Avenue, Suite 460
Fort Lauderdale, FL 33309

RE: Vacation of Right of Way – Hallandale Beach, FL

Dear Mr. Quant:

Attached is a sketch and description of a portion of a of SE 19th Avenue (Plat) SE 26th Avenue (Field Acquired) found in Section 26, Township 51 South, Range 42 East in the City of Hallandale Beach. The Plat is Golden Isles Section "E", as recorded in Broward County Plat Book 46, Page 20 (attached). As part of the vacation application, each utility provider is asked to provide a letter of no objection to the vacation.

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Please forward your letter to my attention as soon as possible. If you should have any questions, please do not hesitate to call me at 954.921.7781.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Richard D. Cannone
Planning Administrator

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