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CITY ATTORNEY'S OFFICE
CITY OF NORTH MIAMI BEACH

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT OF
FLORIDA IN AND FOR DADE COUNTY

GENERAL JURISDICTION

CIVIL ACTION NO.: 93-04923

PARCEL NO. 124

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Petitioner,

vs.

BILLY'S PUB, et al.,

Respondents.

University Shops

STIPULATED PARTIAL JUDGMENT AS TO PARCEL 124

This cause came before the Court upon the pleading of the parties in the above-styled cause and upon the Stipulation of the parties appearing below regarding the remaining issues dealing with the claims and positions of the City of North Miami Beach, hereinafter referred as the "City", and the Defendant/Owner of Parcel 124, JEREMIAH BEN-ZVI, hereinafter called "Owner". The term "Owner" shall also include the aforementioned Defendant/Owners of Parcel 124, her heirs, successors, mortgagees, and assigns.

Among other issues, the City contends the Owner must comply with all of its current codes pertaining to the remainder because of the taking but the Owner disagrees.

In settlement and compromise of their opposing positions, the City and the Owner have stipulated and agreed to entry of this Stipulated Partial Final Judgment resolving the remaining issues in this cause. The Court having been fully advised in the premises, it is

CONSIDERED, ORDERED and ADJUDGED as follows:

1. The Owner shall rehabilitate the building and land improvements on the remainder of Parcel 124 located at 13720-13744 Biscayne Boulevard lying West of Biscayne Boulevard in substantial conformity with the plans and specifications attached hereto as Exhibit "A" and by reference made a part hereof. Within eighteen (18) months from the date of this Order or upon substantial completion of Biscayne Boulevard DOT project from 135th Street to 151st Street, whichever occurs later, owner shall complete all the improvements as outlined and found within Exhibit "A". For the purpose of this Agreement, said substantial completion shall be when all work shown on the DOT final construction plans and specifications between 135th Street and 151st Street within the public right-of-way have been substantially performed, inspected and approved.

2. To accomplish the plan attached hereto as Exhibit "A", the City is hereby directed to issue subject to appropriate codes, rules, regulations, without unreasonable delay all necessary approvals, building and construction permits,

certificates of occupancy and occupational licenses as a ministerial act without any nominal application fees of the municipality except as to utilities or other normal, clerical, developmental fees and without any further hearing or proceedings for the work to be done pursuant to paragraph 1 above. The provisions of this paragraph do not prevent the usual review of plans and specifications and appropriate action on the part of the City pertaining to public health and safety matters provided the plan in paragraph one above may be accomplished in the end result. Notwithstanding the provision of this paragraph, the Owner must meet any other applicable county, state or federal regulation or requirement and must pay any attendants costs or fees.

3. Owner agrees that the site plan attached hereto as Exhibit "A" shall be amended to reflect, trees spread along the frontage on Biscayne Boulevard in lieu of five (5) clumps of trees, and shall also be amended to reflect that ground cover should be used in lieu of sod under the existing large mahogany tree; that one additional grouping of tall sable palms at the rear of the building shall be used and sufficient lighting at the rear of the building shall be installed.

4. To assure compliance with the provisions of this Order, the sum of Seventy-Five Thousand and no/100 (\$75,000.00) Dollars of and from the funds disbursed pursuant to Court Order dated, November 19, 1993, representing estimated costs for landscaping improvements and/or rehabilitation costs in Exhibit "A", shall be deposited with SICS, naming Owner and City as joint trustees, and SICS, INC., is hereby directed to forthwith disburse said funds for actual work done upon presentation of invoices submitted by the Owner and signed off by the City Manager

or his designee to be bonafide invoices for the work to be done and the costs thereof. SICS, INC. shall keep the monies in an interest bearing escrow fund until disbursement. The balance of any funds remaining in said escrow account after completion of the landscaping work shall be forthwith disbursed by SICS, INC. to the Owner without further Order of the Court. If, however, Owner fails to comply with this Order and substantially comply with Exhibit "A", then said escrow funds shall be forfeited by Owner.

It is in good faith, intent, and estimate that the escrowed sum will accomplish the mutual site plan improvements, landscaping result and/or rehabilitation costs. However, the City has relied on representations of Owner and Owner's attorneys and has approved the plans and landscape plans assuming that said sum will accomplish that goal.

Upon completion of all the work set forth in Exhibit "A", the Owner shall file a Notice of Compliance with the City and the City shall have ten (10) days thereafter to either accept the work as substantial compliance with this Order or file its specific objections thereto with the Court. If no objections are filed with the Court within ten (10) days, the work shall be deemed completed. Upon filing any Objections, the Court shall by appropriate hearing determine whether or not the work substantially complies with this Order and enter such Order as the Court deems proper. Upon completion of the rehabilitation as contemplated in paragraph one, and set forth in Exhibit "A", the Owner shall file with the City, a Notice of Compliance with the provisions of this Order and the City shall have ten (10) days thereafter to either

accept the work as substantial compliance with this Order or file with the Court its specific objections thereto.

5. Owner and/or Mortgagees shall enter into cross-agreements and attach such agreements hereto as Exhibit "B" with adjacent property Owners as shown on Exhibit "A" which includes grading and paving of Old Dixie Highway to permit automotive and pedestrian traffic to move from one property to the other.

6. Furthermore, City conditionally is directed to transfer title in and to that portion of the right-of-way, referred to as Old Dixie Highway, adjacent to the remainder of Parcel 124 as shown on the drawings attached hereto as Exhibit "A". City shall hold title to Old Dixie Highway in escrow and not transfer actual title until such time as Owner complies with all improvements on Exhibit "A" and all conditions as set forth herein. Owner shall bear the cost of all title and documentation work necessary to transfer title to Old Dixie Highway.

7. If Owner for whatever reason does not implement such improvements within eighteen (18) months from the date of this Order, then Owner has waived the right to obtain title to Old Dixie Highway. Old Dixie Highway would then remain City owned and City would then be required to enter into a Cross-Access or Parking Agreement with adjacent property owners as shown on Exhibit "A" in order to avoid adjacent property owners from losing the necessary additional land area.

8. Owner acknowledges that he shall submit twelve (12) sets of Exhibit "A" and one (1) mounted site plan prior to the Council Meeting scheduled to hear this matter.

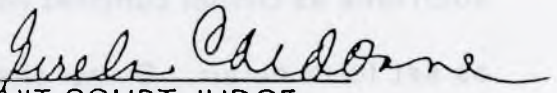
9. The parties hereto may agree in writing to change or amend the plans and specifications attached hereto and the work to be done hereunder; if they agree there is a simpler, better or more economic way to accomplish the same objectives.

10. This Stipulated Partial Judgment resolves all issues, claims and remedies between the City and the Owner. Any and all others are hereby waived.

11. The provisions of this Order shall be binding upon and/or inure to the benefit of the heirs, successors, mortgagees, and assigns of the parties hereto.

12. The Court reserves jurisdiction to enforce the provisions of this Order upon appropriate Motion and Notice of Hearing.

DONE and Ordered in chambers at the Dade County Courthouse, Miami, Dade County, Florida, this 20 day of January, 1994.


CIRCUIT COURT JUDGE

GISELA CARDONNE

cc: All Counsel of Record

**METRO-DADE HISTORIC PRESERVATION BOARD
MINUTES OF MEETING
JUNE 15, 1994**

Members Present

Mary Ann Ballard
Gilda Camejo
Dorothy Jenkins Fields
Robert McKinney
Pamela Stettin
Shirley Taylor-Prakelt
Dennis W. Wilhelm
Ignacio Zabaleta

Staff Present

Robert Carr
Teresa Van Dyke
Richard Ferrer
Yolanda Delgado

Assistant County Attorney

Tom Logue

The meeting of the Metro-Dade Historic Preservation Board was called to order at 3:07 p.m. by the Chairperson, Mrs. Dorothy Jenkins Fields.

ROLL CALL

Ms. Yolanda Delgado called the roll.

INTRODUCTIONS

New Board member Ms. Gilda Camejo

Mrs. Fields welcomed Ms. Gilda Camejo to the Board. She was appointed by Commissioner Natasha Millan.

Re-appointed Board member Mr. Robert McKinney

Mrs. Fields also welcomed Mr. Robert McKinney who was re-appointed to the Board by Commissioner James Burke.

Ms. Wendy Jerkins, a Law Student

Mr. Logue introduced to the Board Ms. Wendy Jerkins, a first year law school student.

The Board welcomed Ms. Jerkins.

APPROVAL OF MINUTES

Mrs. Fields asked the members if they had reviewed the minutes of the May 18, 1994 meeting and if they had any questions, additions or corrections.

METRO-DADE HISTORIC PRESERVATION BOARD
RESOLUTION NO. R-9504
HISTORIC ARCH CREEK ROAD
Page 2

NOW, THEREFORE, BE IT RESOLVED, that the Dade County Historic Preservation Board on January 18, 1995 has designated the Historic Arch Creek Road as a local historic site pursuant to the Metropolitan Dade County Historic Preservation Ordinance (81-13) and that the Historic Arch Creek Road is subject to all rights, privileges, and requirements of that ordinance.

Judy Abrell
Judy Abrell, Chairperson
Dade County Historic Preservation Board
Prepared by:

1/18/95
Date

Robert S Carr
Robert S. Carr, Acting Director
Historic Preservation Division

1/18/95
Notary

Yolanda C Delgado

<u>Board Members</u>	<u>Vote</u>
Judy Abrell	Aye
Sabrina Baker-Bouie	Absent
Mary Ann Ballard	Absent
Gilda Camejo	Absent
Sarah Eaton	Aye
Dorothy J. Fields	Aye
Robert McKinney	Aye
Wendy Rothfield	Aye
Pamela Stettin	Absent
Shirley Taylor-Prakelt	Absent
Dennis W. Wilhelm	Aye
Ignacio Zabaleta	Aye

OFFICIAL NOTARY SEAL
YOLANDA C DELGADO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC197021
MY COMMISSION EXP. APR. 28, 1996

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN,
Clerk of Circuit & County
Courts

METRO-DADE HISTORIC PRESERVATION BOARD
MINUTES OF MEETING
JULY 20, 1994

Members Present

Judy Abrell
Sabrina Baker-Bouie
Mary Ann Ballard
Robert McKinney
Pamela Stettin
Shirley Taylor-Prakelt
Dennis W. Wilhelm
Louise Yarbrough
Ignacio Zabaleta

Staff Present

Robert Carr
Teresa Van Dyke
Richard Ferrer
Yolanda Delgado

Assistant County Attorney

Tom Logue

The meeting of the Metro-Dade Historic Preservation Board was called to order at 2:15 p.m. by the Acting Chairperson, Ms. Judy Abrell.

Ms. Abrell welcomed the members and guests present.

OLD BUSINESS

A. Stonegate

Mr. Carr informed the Board that staff received a letter from attorney Paul A. Lester (copy attached for the records) indicating that his client who was interested in acquiring Stonegate withdrew from the deal. He asked Ms. Van Dyke if she had contacted Mr. Rieger, the agent for property owner.

Ms. Van Dyke said yes and that Mr. Rieger informed her that the owners of Stonegate will be bringing an application for demolition to the September, 1994 meeting.

Mr. Zabaleta asked why the potential buyer withdrew from the deal.

Mr. Carr replied that the reasons were not specified but that apparently the cost of the restoration of Stonegate was more than he wanted to spend.

B. Military Trail

Ms. Abrell asked staff for an update on Military Trail.

Mr. Carr replied that Military Trail was initiated for designation as a historic site at the June 15, 1994 Board meeting, but that staff was

unable to file a designation report for this meeting's agenda. He also mentioned that staff received information that the danger to the site was not imminent and that staff will re-initiate the designation of the Military Trail at the September, 1994 meeting.

Ms. Abrell asked Ms. Taylor-Prakelt to give the Board an update on the Curtiss Mansion fire.

Ms. Taylor-Prakelt stated that a week ago, Sunday night, the Curtiss Mansion burnt, an apparent victim of arson, and that an arson investigation was currently ongoing. She said that she has been encouraging the City of Miami Springs officials to take no action to initiate demolition proceedings of the property. Although there is significant damage to the majority of the exterior roof portion on the second floor, all the interior walls are still standing and perfectly capable of being rehabilitated. She said that Mr. Suco and Mr. Lindeman, of the Miami Springs Historic Society were present and would like to address the Board after the public hearing to give a review of the latest events on the Curtiss Mansion.

ROLL CALL

Ms. Yolanda Delgado called the roll.

APPROVAL OF MINUTES

Ms. Abrell asked the members if they had reviewed the minutes of the June 15, 1994 meeting and if they had any questions, additions or corrections.

Being none, Mr. McKinney made a motion to approve the minutes. Motion was seconded by Mr. Zabaleta and passed by consensus.

PUBLIC HEARING

Ms. Abrell swore in the persons who were going to speak at the public hearing.

REVISED

METRO-DADE HISTORIC PRESERVATION BOARD
MINUTES OF MEETING
SEPTEMBER 13, 1994

Members Present

Judy Abrell
Sabrina Baker-Bouie
Mary Ann Ballard
Sarah Eaton
Dorothy Jenkins Fields
Robert McKinney
Brent Probinsky
Shirley Taylor-Prakelt
Dennis W. Wilhelm
Ignacio Zabaleta

Staff Present

Robert Carr
Teresa Van Dyke
Richard Ferrer
Yolanda Delgado

Assistant County Attorney

Tom Logue

The meeting of the Metro-Dade Historic Preservation Board was called to order at 2:11 p.m. by the Chairperson, Mrs. Dorothy Jenkins Fields. Mrs. Fields welcomed the members and guests present.

ROLL CALL

Ms. Yolanda Delgado called the roll.

INTRODUCTION OF NEW BOARD MEMBER

Mrs. Fields welcomed Ms. Sarah Eaton, Historic Preservation Officer of the City of Miami.

APPROVAL OF MINUTES

Mrs. Fields asked the members if they had reviewed the minutes of the July 20, 1994 meeting and if they had any questions, additions or corrections.

Ms. Abrell said that on page 19 of the minutes, second paragraph, where it said "Mr. Rodriguez proceeded to answer the points that were made and urged that the Board not defer their vote", it was missing that Mr. Rodriguez mentioned there was a deadline that would occur before the September, 1994 meeting for a grant for this effort and, consequently, he urged the Board not to defer any of those items because the money was needed for those agenda issues. She requested that the July, 1994 minutes reflect this information.

A brief question and answer period followed with discussion.

Ms. Abrell moved to follow staff recommendation to approve the Ad Valorem Tax Exemption Application for the property at 422 Alcazar Avenue. Motion was seconded by Mr. Probinsky which passed unanimously. Mrs. Fields asked for the roll call.

	<u>Vote</u>		<u>Vote</u>
Judy Abrell	aye	Robert McKinney	aye
Sabrina Baker-Bouie	aye	Brent Probinsky	aye
Mary Ann Ballard	aye	Shirley Taylor-Prakelt	aye
Sarah Eaton	aye	Dennis Wilhelm	aye
Dorothy J. Fields	aye	Ignacio Zabaleta	aye

NEW BUSINESS

**A. Initiation for Designation of
Military Trail as Historic Site
between NE 135th Street and NE 139th Street**

Mrs. Fields asked for a staff report on Military Trail.

Mr. Carr explained that the initiation of Military Trail was previously approved by the Board, but for several reasons staff had not filed the designation report. It was determined that the urgency by which staff was asked to present to the Board the initiation for designation report probably did not exist. At this time, staff has been able to detail the history of the Military Trail. He wanted to emphasize that the legal description shown on the report is a general one. Staff will have a surveyor provide a legal description of the road for the final designation report. Mr. Carr explained that Military Trail begins from NE 135th Street at the edge of Arch Creek Park and extends northward through the park and across parcels north of the park up to Biscayne Boulevard. He stated that the title for this land is not too clear and that the designated portion may overlap into Florida East Railroad properties.

Ms. Van Dyke gave a summary of the history of the Military Trail to the Board.

Mrs. Fields asked for staff recommendations.

Mr. Carr said that staff recommends to approve the initiation for designation of Military Trail. He explained that at the northern end of the road there are a number of shopping malls that are adjacent to the road and the malls use Military Road as an alley and there is the fear these business owners may expand their buildings or operations onto what is regarded by many as a public right-of-way.

Mrs. Fields asked for questions, discussion from the Board.

Ms. Ballard asked how long was Military Trail.

Mr. Carr replied that this segment is less than a quarter of a mile.

A brief question and answer period followed with discussion.

Ms. Taylor-Prakelt moved for staff recommendations to initiate the designation of Military Trail as a historic site. Motion was seconded by Ms. Abrell which passed unanimously. Mrs. Fields asked for the roll call.

	<u>Vote</u>		<u>Vote</u>
Judy Abrell	aye	Robert McKinney	aye
Sabrina Baker-Bouie	aye	Brent Probinsky	aye
Mary Ann Ballard	aye	Shirley Taylor-Prakelt	aye
Sarah Eaton	aye	Dennis Wilhelm	aye
Dorothy J. Fields	aye	Ignacio Zabaleta	aye

B. Resolution Appointing Margot Ammidown and Rocco Ceo as Consultants to draft the Redland Plan Ordinance as voted by the County Commission on June 21, 1994

Mr. Carr informed the Board that inside their packets was a resolution that specifically requests that Dean Taylor, Director of the Office of Community Development move forward to hire Margot Ammidown and Rocco Ceo as consultants to draft the Redland Plan ordinance. He explained that the County Commission on June 21, 1994 passed a resolution to approve an ordinance.

METRO-DADE HISTORIC PRESERVATION BOARD
MINUTES OF MEETING
OCTOBER 19, 1994

Members Present

Mary Ann Ballard
Gilda Camejo
Sarah Eaton
Robert McKinney
Brent Probinsky
Pamela Stettin
Shirley Taylor-Prakelt
Dennis Wilhelm
Louise Yarbrough
Ignacio Zabaleta

Staff Present

Robert Carr
Teresa Van Dyke
Richard Ferrer
Yolanda Delgado

Assistant County Attorney

Tom Logue

The meeting of the Metro-Dade Historic Preservation Board was called to order at 2:14 p.m. by the Vice Chairperson, Mr. Robert McKinney. Mr. McKinney welcomed the members and guests present.

ROLL CALL

Ms. Yolanda Delgado called the roll.

APPROVAL OF MINUTES

Mr. McKinney asked the members if they had reviewed the minutes of the September 13, 1994 meeting and if they had any questions, additions or corrections. Corrections were made on pages 5 and 6. Mr. McKinney asked for a motion for the acceptance of the minutes of the September 13, 1994 meeting of the Board.

Mr. Probinsky moved to approve the minutes with corrections. Motion was seconded by Mr. Zabaleta and passed by consensus.

Mr. McKinney asked the citizens who wished to speak on items scheduled for public hearing to please stand up to be sworn in.

PUBLIC HEARING

A. Designation of Historic Arch Creek Road

Mr. Carr informed the Board that the road encompasses an area of the right-of-way that is approximately 45 feet wide that extends from Arch

Mrs. Fields asked for staff recommendations.

Mr. Carr said that staff recommends to approve the initiation for designation of Military Trail. He explained that at the northern end of the road there are a number of shopping malls that are adjacent to the road and the malls use Military Road as an alley and there is the fear these business owners may expand their buildings or operations onto what is regarded by many as a public right-of-way.

Mrs. Fields asked for questions, discussion from the Board.

Ms. Ballard asked how long was Military Trail.

Mr. Carr replied that this segment is less than a quarter of a mile.

A brief question and answer period followed with discussion.

Ms. Taylor-Prakelt moved for staff recommendations to initiate the designation of Military Trail as a historic site. Motion was seconded by Ms. Abrell which passed unanimously. Mrs. Fields asked for the roll call.

	<u>Vote</u>		<u>Vote</u>
Judy Abrell	aye	Robert McKinney	aye
Sabrina Baker-Bouie	aye	Brent Probinsky	aye
Mary Ann Ballard	aye	Shirley Taylor-Prakelt	aye
Sarah Eaton	aye	Dennis Wilhelm	aye
Dorothy J. Fields	aye	Ignacio Zabaleta	aye

B. Resolution Appointing Margot Ammidown and Rocco Ceo as Consultants to draft the Redland Plan Ordinance as voted by the County Commission on June 21, 1994

Mr. Carr informed the Board that inside their packets was a resolution that specifically requests that Dean Taylor, Director of the Office of Community Development move forward to hire Margot Ammidown and Rocco Ceo as consultants to draft the Redland Plan ordinance. He explained that the County Commission on June 21, 1994 passed a resolution to approve an ordinance.

Creek Park near NE 135 Street, northward from the natural bridge to the point where it connects with Biscayne Boulevard. The road right-of-way extends through the park and extends northward beyond the park where it is adjacent to Florida East Coast Railroad and commercial properties. It appears today almost as an alley, however, some sections of the road are a part of Military Trail which date to 1857. In addition, the road encompasses the right-of-way of the original Dixie Highway and the Old County Road, which was cut in 1892. The road within the designated area is about 900 feet long. Therefore, staff strongly recommends the designation of this roadway as a historic site.

Mr. McKinney asked if anyone from the public wanted to speak.

Mr. Elmore Kerkela, member of the Arch Creek Trust and formerly Vice President of the Arch Creek Trust, gave a brief summary of the history of the road and expressed his desire for the designation of the road.

A brief question and answer period followed with discussion.

Mr. McKinney asked for questions, comments from the Board.

Ms. Pamela Stettin moved to designate Historic Arch Creek Road an historic site. Motion was seconded by Ms. Yarbrough and passed unanimously.

Mr. McKinney asked for the roll call.

	<u>Vote</u>		<u>Vote</u>
Mary Ann Ballard	aye	Pamela Stettin	aye
Gilda Camejo	aye	Shirley Taylor-Prakelt	Absent
Sarah Eaton	aye	Dennis Wilhelm	aye
Robert McKinney	aye	Louise Yarbrough	aye
Brent L. Probinsky	aye	Ignacio Zabaleta	aye

B. Ad Valorem Tax Credit Application
Cauley Square Main Building
22400 Old Cutler Rd.
Miami, Florida

Mr. McKinney mentioned that the next item on the agenda was the Ad Valorem Tax Credit Application for Cauley Square Main Building.

**METRO-DADE HISTORIC PRESERVATION BOARD
MINUTES OF MEETING
DECEMBER 13, 1994**

Members Present

Judy Abrell
Sabrina Baker-Bouie
Mary Ann Ballard
Gilda Camejo
Sarah Eaton
Robert McKinney
Shirley Taylor-Prakelt
Dennis Wilhelm
Louise Yarbrough
Ignacio Zabaleta

Staff Present

Robert Carr
Teresa Van Dyke
Richard Ferrer
Yolanda Delgado

Assistant County Attorney

Tom Logue

The meeting of the Metro-Dade Historic Preservation Board was called to order at 2:12 p.m. by the Chairperson, Ms. Judy Abrell. Ms. Abrell welcomed the members and guests present. She also said that it was pleasant to meet in this wonderful old house and thanked the staff of the Merrick House for their hospitality.

ROLL CALL

Ms. Yolanda Delgado called the roll.

APPROVAL OF MINUTES

Ms. Abrell asked the members if they had reviewed the minutes of the October 19, 1994 meeting and if there were any additions or corrections.

Ms. Yarbrough mentioned a correction on page 8, 3rd paragraph where it said "former" Director. The word "former" is to be deleted.

Ms. Abrell asked for a motion for the acceptance of the minutes of the October 19, 1994 meeting of the Board.

Mr. McKinney moved to approve the minutes with corrections. Motion was seconded by Mr. Zabaleta and passed by consensus.

Ms. Abrell asked the citizens who wished to speak on items scheduled for public hearing to please stand up to be sworn in.

Ms. Abrell congratulated Mr. Logue for his victory and Ms. Eaton for laying the research background upon which his arguments were based.

Ms. Eaton emphasized, "the City of Miami is extremely grateful for Tom's efforts in this case and do not think it would have happened without him".

Mr. Logue stated that he enjoyed working with the City. He mentioned that Ms. Eaton and staff provided phenomenal support. He continued with the explanation of the appeal. He also stated that the Parrot Jungle appeal is still pending.

NEW BUSINESS

1. Re-initiation Historic Arch Creek Road

Mr. Carr explained to the Board that the City of North Miami Beach did not receive proper notification of the designation of Historic Arch Creek Road prior to the last Board meeting, therefore, the site designation needs to be re-initiated. The City of North Miami Beach wants to present their point of view.

Mr. Howard B. Lenard, attorney for the City of North Miami Beach, addressed the Board. He gave a brief explanation of recent legal developments regarding the property.

Mr. Logue informed the Board that the status now is not whether to designate the property at this hearing but whether to re-initiate its designation since the property is not designated because proper notice was not sent prior to the last public hearing.

Mr. Mike Chase, representing one of the property owners, stated that The Department of Transportation is widening Biscayne Boulevard to a 6 or an 8 lane highway and no-one will be using the alleyway other than the owners of the businesses and the garbage trucks.

Ms. Amy Boulnis, attorney representing Mr. Jason and partner and other business owners, explained that Mr. Lenard was referring to a court order settlement. She stated that the widening of Biscayne Boulevard threatens the existence of 3 buildings and some others along this road. In a five way agreement to settle an eminent domain lawsuit the City agreed to convey its title of the road and vacate this area for the use of the adjacent property owners to restore parking space lost by the road widening.

Ms. Boulnis stated that the DOT took this right-of-way. The City was involved as a party. The City has the right to enforce its code as to landscaping, lighting and parking requirements on these owners. She continued with her explanation of the issue.

Mr. Logue stated that perhaps some special standards could be drawn to address those concerns. He asked if title has been transferred.

Mr. Lenard replied no, that it is subject to a court order.

Mr. Logue asked Ms. Boulnis if she represents the people who would obtain title.

Ms. Boulnis replied that she represents some of the owners. She explained that the owners have certain time-frames within which to apply for their landscaping, lighting and parking permits and once they do that, then the City hands them the reins.

Ms. Abrell asked if there were any questions of Tom or Bob before voting on the motion to re-initiate designation.

Mr. McKinney moved for the re-initiation of the designation of the Historic Arch Creek Road and in that motion, he asked staff to set up this

issue for the next hearing. Motion was seconded by Ms. Yarbrough and it passed unanimously. Ms. Abrell asked for the roll call.

	<u>Vote</u>		<u>Vote</u>
Judy Abrell	aye	Robert McKinney	aye
Sabrina Baker-Bouie	aye	Shirley Taylor-Prakelt	aye
Mary Ann Ballard	aye	Dennis Wilhelm	aye
Gilda Camejo	aye	Louise Yarbrough	aye
Sarah Eaton	aye	Ignacio Zabaleta	aye

2. Walker's Coral Castle
31500 S.W. 187 Avenue
Miami, Florida

Mr. Ferrer emphasized that Walker's Coral Castle is one of the most impressive and finest examples of oolitic limestone construction in South Dade and in Dade County. It was built in the 1920's with a prominent use of a building material unique and peculiar to South Florida. He gave a brief explanation of the building.

Ms. Van Dyke gave a brief history of the structure.

Ms. Eaton moved for the initiation of the designation of the Walker's Coral Castle. Motion was seconded by Ms. Baker-Bouie and it passed unanimously. Ms. Abrell asked for the roll call.

	<u>Vote</u>		<u>Vote</u>
Judy Abrell	aye	Robert McKinney	aye
Sabrina Baker-Bouie	aye	Shirley Taylor-Prakelt	aye
Mary Ann Ballard	aye	Dennis Wilhelm	aye
Gilda Camejo	aye	Louise Yarbrough	aye
Sarah Eaton	aye	Ignacio Zabaleta	aye

3. Edward's Residence
310 N.W. 1st Street
Florida City, Florida

Ms. Van Dyke stated that Edward's Residence is significant because it is located in a subdivision originally known as Detroit which was developed by the Tatum Brothers who formed the Miami Land and Development Company. She continued giving a brief history of the property. The name of the city was changed from Detroit to Florida City when they decided to incorporate.

METRO-DADE HISTORIC PRESERVATION BOARD
MINUTES OF MEETING
JANUARY 18, 1995

Members Present

Judy Abrell
Sabrina Baker-Bouie
Sarah Eaton
Dorothy J. Fields
Robert McKinney
Wendy Rothfield
Pamela Stettin
Dennis Wilhelm
Ignacio Zabaleta

Staff Present

Robert Carr
Teresa Van Dyke
Richard Ferrer
Yolanda Delgado

Assistant County Attorney

Tom Logue

The meeting of the Metro-Dade Historic Preservation Board was called to order at 2:35 p.m. by the Chairperson, Ms. Judy Abrell. Ms. Abrell welcomed the members and guests present.

INTRODUCTION OF NEW BOARD MEMBER

Ms. Abrell stated that it was a pleasure to introduce Ms. Wendy Rothfield who was appointed to the Board by Commissioner Gwen Margolis.

ROLL CALL

Ms. Yolanda Delgado called the roll.

APPROVAL OF MINUTES

Ms. Abrell asked the members if they had reviewed the minutes of the December 13, 1994 meeting and if there were any additions or corrections.

Ms. Abrell mentioned an incomplete sentence on page 6, 3rd paragraph where it said "Ms. Boulnis replied that some of the owners who have these arrangements.", either eliminate the sentence or omit "who have these arrangements". Also, the last word of the same paragraph "realms" is to be changed to "reins".

Ms. Abrell asked for a motion for the acceptance of the minutes.

4. Edward's Residence
310 N.W. 1st Street
Florida City, Florida

Ms. Abrell informed the Board and staff that the owners of the Edward's Residence had requested that the designation process be deferred until the next public hearing.

5. Ad Valorem Tax Exemption
1258 Alhambra Avenue
Coral Gables, Florida

Mr. Carr informed the Board that staff recommends approval of the Ad Valorem Tax Exemption for 1258 Alhambra Avenue based on the fact that staff for the Coral Gables Historic Preservation office had reviewed and accepted the plans.

Mr. McKinney moved to approve the Ad Valorem Tax Exemption for 1258 Alhambra Avenue property. Motion was seconded by Mr. Wilhelm which passed unanimously. Ms. Abrell asked for the roll call.

	<u>Vote</u>		<u>Vote</u>
Judy Abrell	aye	Wendy Rothfield	aye
Sabrina Baker-Bouie	aye	Pamela Stettin	aye
Sarah Eaton	aye	Dennis Wilhelm	aye
Dorothy J. Fields	aye	Ignacio Zabaleta	aye
Robert McKinney	aye		

5. Historic Arch Creek Road

Mr. Carr explained that staff was re-designating Historic Arch Creek Road because the prior designation notification process was not conducted properly and also because there were several issues involved with this case that the Board was not aware of. The designation intends to recognize as a historic site, the road and military trail that extends through Arch Creek Park northward through properties that are adjacent to various private parcels and the F.E.C. railroad. The proposed designation includes a former right-of-way, and it is very important to say "former" because staff has

learned that there have been several legal issues involved and this road will no longer be a dedicated right-of-way, that is, that a portion of the road north of the park, based on a court order, ownership will transfer to various private owners that are adjacent to the road. He emphasized the importance of this issue because there will no longer be a guarantee of public access to that portion of the historic site. Staff is concerned that the historic significance of this site be recognized, therefore, it is recommending designation of this historic trail. Staff is willing to make a concession by recognizing the court order, but still preserving, not so much as the right to review the plans in terms of wanting to modify the plans, but in terms of guaranteeing certain elements. These conditions are as follows:

1. That there is historical recognition of the site through signage.
2. That some elements of the trail be recognized and preserved through different kinds of concrete, stone or coloring of the road to show that the trail was there.
3. And finally, because this proposed work involves some level of subsurface impacts for landscaping and repaving, the right to require archaeological monitoring to make sure that there are no archaeological sites being uncovered during construction activities.

Mr. Logue informed the Board of some problems related to this designation. When the road was widened by the Florida Department of Transportation, the owners of the stores lost some of the parking spaces in front of the stores. Some of that parking was required under the City of North Miami Beach regulations, so the Florida Department of Transportation, the City of North Miami Beach and the owners reached an agreement, a development plan for the properties by providing the parking would be in

the back of the stores. The main concern the property owners have is that they do not want to lose the parking in the back of their businesses. The development plan would impact the historic road. It provides for parking that invades the road, it provides for parking curbing that would prevent movement across that roadway and it provides for landscaping. It also blocks access to US 1. Mr. Logue stated that the language that we proposed as conditions for this designation endorses the court plan and at the same time it would require the property owners to come back to staff, not the Board, for Certificates of Appropriateness as property owners implement this plan, and pursuant to those Certificate of Appropriateness, staff would have the opportunity to work with the property owners to ensure that there is proper marking on the roadway and proper signage. He gave a brief explanation on this issue..

Ms. Abrell asked Mr. Logue what do we mean by proper marking of the roadway?

Mr. Logue answered that the markings could be something as simple as painted footprints that would mark the trail. The footprints could go through parking spaces, across pavements, and through landscaping.

Mr. Alan Rosenthal informed the Board that he was representing two property owners. He stated that the Florida Department of Transportation, the City of North Miami Beach and the property owners spent about a year and a half developing this plan. Extensive meetings were held between architects, engineers, City staff, owners of the properties, the Florida Department of Transportation, and all the lawyers representing the owners in order to implement this plan. The plan was adopted and made a part of a court order in multiple actions. He said that "just for the record and maybe we can short circuit all of these; we have no objection to the

language contained in this agreement providing that what Mr. Carr had indicated he wants to review these plans for, is what that review is limited to. If those three items are the total sum and substance of what Mr. Carr or the Board wishes to do to these plans, we have no objection to that, and we will stipulate that we can take that language and add to it those three items which are: the signage, the elements that he wants to place through evidence that the trail existed, and the archaeological monitoring, we have no objection to that". He continued saying that they can take that language and add to that that we will come back to this Board for those three specific subjects, then he thinks we can resolve this. If it cannot be resolved, this is what will happen: If this Board designates this road as a historic site, and again he said they have no objection to that, and the Board chooses to change this plan, his clients have \$150,000 in the City's coffers which they will forfeit if they do not implement this plan pursuant to this court order. As a result, they will have to go back to the Florida Department of Transportation and reopen this case. They will have to go back to the court and tell the court that the Department and the owners have a problem because the road is now a historic site and they want to take away our parking, they want to change this plan and what do we do now. Therefore, as far as my clients are concerned, if it is limited to those three items, we can deal with it.

Ms. Darcee Siegel, Assistant City Attorney for the City of North Miami Beach, explained to the Board that a year ago they went before the court and got a court order and that all the properties that are addressed in this hearing today, are party to the court ordered plan. These plans are attached to the court order and filed with the court. She said that the stipulation should be enforced. She also said that the City and the

property owners have no opposition to the language that Mr. Carr wants to implement into an order that may be entered by this Board.

Ms. Carol Helene, President, Arch Creek Trust, stated that the purpose of Arch Creek Trust is to preserve, protect and defend the natural character of the Arch Creek area. She gave a brief history of the road.

Ms. Maureen Horowitz, attorney for Arch Creek Trust, stated that Arch Creek is a 2,000 old site. She gave a brief history of the area. She said that they are not sure whether these stipulations are what they need, but the designation should go forward.

A brief question and answer period followed with discussion.

Mr. Logue informed the Chairperson, Ms. Abrell, to make sure that the record reflects who is asking what question, and who is making what statement.

Ms. Henrietta Roth, a member of the Arch Creek Trust, spoke on behalf of the designation.

Mr. Zabaleta moved to designate the Historic Arch Creek Road with the stipulation that the improvements and uses as laid out on the plans presented to the Board be submitted to staff subject to applying for a regular Certificate of Appropriateness which staff will review and advise the Board as to what sort of markings and signage would be appropriate to maintain the historic presence of the Historic Arch Creek Road.

Ms. Abrell asked if there was a second, but there was none. She said, "for lack of a second, is there an alternative motion?"

Mr. McKinney said that he would move for the designation of Historic Arch Creek Road with the understanding that any improvements to this area would have to come before this Board for a regular Certificate of Appropriateness.

Mr. Carr clarified that what staff proposed in this amendment was a regular Certificate of Appropriateness, and that coming before the Board would make it a Special Certificate of Appropriateness.

Mr. McKinney emphasized that he was saying that when this Board designates a property, the Board is voting for the preservation of that property. When that property, designated by this Board, needs improvements, the owners need to come before the Board. The same procedures must apply to this property. He asked Mr. Logue if he understood what he was referring to.

Mr. Logue said yes, that basically it is the normal designation procedures established by the ordinance, no special procedures.

Mr. Wilhelm seconded the motion. He stated that the Board needs more information about this issue. That he would like to see the figures on the total cost of the project if the City considers maybe relocating one of the businesses.

Ms. Abrell asked if there was any discussion on the motion. Being none, Ms. Abrell asked for the roll.

	<u>Vote</u>		<u>Vote</u>
Judy Abrell	aye	Wendy Rothfield	aye
Sarah Eaton	aye	Pamela Stettin	aye
Dorothy J. Fields	aye	Dennis Wilhelm	aye
Robert McKinney	aye	Ignacio Zabaleta	aye

Ms. Abrell explained that the Board no longer had a quorum, therefore, the remaining public hearings could not be heard. She apologized to the people who had come to the meeting for the inconvenience.

Ms. Abrell stated that because of pressing circumstances expressed at this hearing, the next Historic Preservation Board meeting would be held on February 6, 1995 instead of the 15th.



City of North Miami Beach, Florida

17011 N.E. 19th AVENUE
NORTH MIAMI BEACH, FLORIDA 33162

From The Office Of
CITY ATTORNEY

November 29, 1994

(305) 948-2939
FAX 787-6004

Robert S. Carr
Acting Director
Office of Community Development
Historic Preservation Division
Warner Place, Suite 101
111 S.W. 5th Avenue
Miami, FL 33130

Dear Mr. Carr:

In response to your letter of October 21, 1994, and in accordance with our telephone conversation on November 23, 1994, attached please find copies of Stipulated Settlements and Orders from the Circuit Court of the 11th Judicial Circuit, which involve Old Dixie Highway.

Also enclosed for your consideration is a copy of a letter from Fortin, Leavy, Skiles, Inc., stating that the portion of Old Dixie Highway located adjacent to the properties involved in the stipulated settlements are not affected by the Deed previously filed by the Historic Preservation Board.

Upon receipt of these documents, please contact me to further discuss this matter.

Very truly yours,

HOWARD B. LENARD, CITY ATTORNEY

Darcee S. Siegel
Assistant City Attorney

DSS/mht
Enclosures

cc: Michael Chase, Esq.
Alan Rosenthal, Esq.
Toby Brigham, Esq.



IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT OF
FLORIDA IN AND FOR DADE COUNTY

GENERAL JURISDICTION

CIVIL ACTION NO.: 93-04564-20

PARCEL NO. 123

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Petitioner,

vs.

MAURICE E. DONSKY, et al.,

Defendants.

Dade Golf Shop

THE ORIGINAL FILED

ON JAN 20 1994

IN THE OFFICE OF
CIRCUIT COURT DADE CO. FL

STIPULATED PARTIAL JUDGMENT AS TO PARCEL 123

This cause came before the Court upon the pleading of the parties in the above-styled cause and upon the Stipulation of the parties appearing below regarding the remaining issues dealing with the claims and positions of the City of North Miami Beach, hereinafter referred as the "City", and the Defendant/Owner of Parcel 123, VIRGINIA SARAN FIUR, hereinafter called "Owner". The term "Owner" shall also include the aforementioned Defendant/Owner of Parcel 123, her heirs, successors, mortgagees and assigns.

SD

Among other issues, the City contends the Owner must comply with all of its current codes pertaining to the remainder because of the taking but the Owner disagrees.

In settlement and compromise of their opposing positions, the City and the Owner have stipulated and agreed to entry of this Stipulated Partial Final Judgment resolving the remaining issues in this cause. The Court having been fully advised in the premises, it is

CONSIDERED, ORDERED and ADJUDGED as follows:

1. The Owner shall rehabilitate the building and land improvements on the remainder of Parcel 123 located at 13702 Biscayne Boulevard lying west of Biscayne Boulevard in substantial conformity with the plans and specifications attached hereto as Exhibit "A" and by reference made a part hereof. Within eighteen (18) months from the date of this Order or upon substantial completion of Biscayne Boulevard DOT project from 135th Street to 151st Street, whichever occurs later, Owner shall complete all the improvements as outlined and found within Exhibit "A". For the purpose of this Agreement, said substantial completion shall be when all work shown on the DOT final construction plans and specifications between 135th Street and 151st Street within the public right-of-way have been substantially performed, inspected and approved.

2. To accomplish the plan attached hereto as Exhibit "A", the City is hereby directed to issue subject to appropriate codes, rules, regulations, without unreasonable delay all necessary approvals, building and construction permits,

certificates of occupancy as a ministerial act without any nominal application fees of the municipality except as to utilities or other normal, clerical, developmental fees and without any further hearing or proceedings for the work to be done pursuant to paragraph 1 above. Owner agrees to pay any and all outstanding fees/monies due City for any occupational licenses or unpaid licenses. The provisions of this paragraph do not prevent the usual review of plans and specifications and appropriate action on the part of the City pertaining to public health and safety matters provided the plan in paragraph one above may be accomplished in the end result. Notwithstanding the provision of this paragraph, the Owner must meet any other applicable county, state or federal regulation or requirement and must pay any attendants costs or fees.

3. City agrees to allow Owner to erect standard signage which may include one (1) monument sign not exceeding six (6') feet in height, double sided with twenty-five square feet of sign face area per side and one wall sign or two wall signs and no monument sign.

4. To assure compliance with the provisions of this Order, the sum of Sixty-Four Thousand, Five Hundred and Thirty Four and no/100 (64,534.00) Dollars, representing estimated costs for landscaping improvements and/or costs in Exhibit "A", shall be deposited with SICS, naming owner and City as joint trustees, and SICS, INC., is hereby directed to forthwith disburse said funds for actual work done upon presentation of invoices submitted by the Owner and signed off by the City Manager or his designee to be bonafide invoices for the work to be done and the costs thereof.

SICS, INC. shall keep the monies in an interest bearing escrow fund until disbursement. The balance of any funds remaining in said escrow account after completion of the landscaping work shall be forthwith disbursed by SICS, INC. to the Owner without further Order of the Court. If, however, Owner fails to comply with this Order and substantially comply with Exhibit "A", then said escrow funds shall be forfeited by Owner.

It is in good faith, intent, and estimate that the escrowed sum will accomplish the mutual site plan improvements, landscaping result and/or rehabilitation costs. However, the City has relied on representations of Owner and Owner's attorneys and has approved the plans and landscape plans assuming that said sum will accomplish that goal.

Upon completion of all the work set forth in Exhibit "A", the Owner shall file a Notice of Compliance with the City and the City shall have ten (10) days thereafter to either accept the work as substantial compliance with this Order or file its specific objections thereto with the Court. If no objections are filed with the Court within ten (10) days, the work shall be deemed completed. Upon filing any Objections, the Court shall by appropriate hearing determine whether or not the work substantially complies with this Order and enter such Order as the Court deems proper. Upon completion of the rehabilitation as contemplated in paragraph one, and set forth in Exhibit "A", the Owner shall file with the City a Notice of Compliance with the provisions of this Order and the City shall have ten (10) days thereafter to either accept the work as substantial compliance with this Order or file with the Court its

specific objections thereto.

5. Owner and/or Mortgagees shall enter into cross-easement agreements and attach such agreements hereto as Exhibit "B" with adjacent property owners as shown on Exhibit "A" which includes grading and paving of Old Dixie Highway to permit automotive and pedestrian traffic to move from one property to the other.

6. Furthermore, City is conditionally directed to transfer title in and to that portion of the right-of-way, referred to as Old Dixie Highway, adjacent to the remainder of Parcel 123 as shown on the drawings attached hereto as Exhibit "A". City shall hold title to Old Dixie Highway in escrow and not transfer actual title until such time as Owner complies with all improvements on Exhibit "A" and all conditions as set forth herein. Owner shall bear the cost of all title and documentation work necessary to transfer title to Old Dixie Highway.

7. If Owner for whatever reason does not implement such improvements as shown on Exhibit "A" within eighteen (18) months from the date of this Order, then Owner has lost/waived the right to obtain title to Old Dixie Highway. Old Dixie Highway would then remain City owned and City would then be required to enter into a Cross-Access or Parking Agreement with adjacent property owners in order to avoid the adjacent property owners from losing the necessary additional land area needed to accomplish their site plans.

8. Owner acknowledges that he shall submit twelve (12) sets of Exhibit "A" and one (1) mounted site plan shall be submitted prior to the Council Meeting scheduled to hear this matter.

9. The parties hereto may agree in writing to change or amend the plans and specifications attached hereto and the work to be done hereunder; if they agree there is a simpler, better or more economic way to accomplish the same objectives.

10. This Stipulated Partial Judgment resolves all issues, claims and remedies between the City and the Owner. Any and all others are hereby waived.

11. The provisions of this Order shall be binding upon and/or inure to the benefit of the heirs, successors, mortgagees, and assigns of the parties hereto.

12. The Court reserves jurisdiction to enforce the provisions of this Order upon appropriate Motion and Notice of Hearing.

DONE and Ordered in chambers at the Dade County Courthouse, Miami, Dade County, Florida, this 20 day of January, 1994.

HAROLD SOLOMON
CIRCUIT JUDGE

CIRCUIT COURT JUDGE

cc: All Counsel of Record

CONSENT

The undersigned parties have agreed to the foregoing Consent this 19 day of January, 1994.

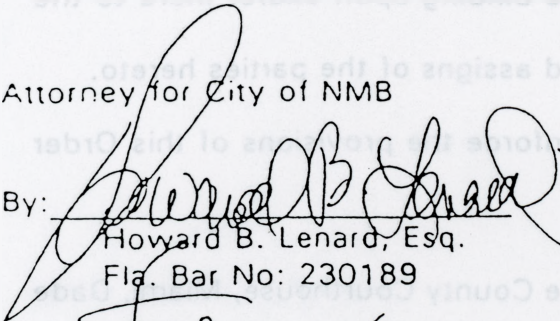
CITY OF NORTH MIAMI BEACH
17011 NE 19th Avenue
North Miami Beach, FL 33162

BRIGHAM, MOORE, GAYLORD,
SCHUSTER & MERLIN
203 SW 13th Street
Miami, FL 33130

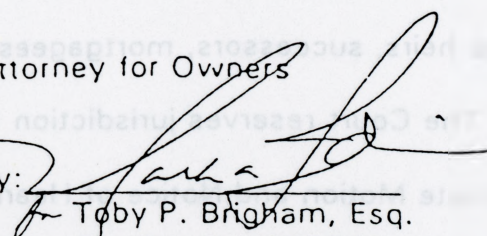
Attorney for City of NMB

Attorney for Owners

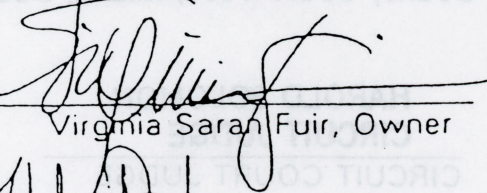
By:


Howard B. Lenard, Esq.
Fla. Bar No: 230189

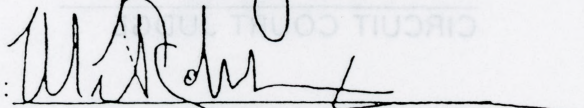
By:


Toby P. Brigham, Esq.
Fla. Bar No: 008767

By:


Virginia Sarah Fuir, Owner

By:


Michael J. Roberto
City Manager

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1994 JAN 26 AM 11:29
CITY ATTORNEY'S OFFICE
CITY OF NORTH MIAMI BEACH

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT OF
FLORIDA IN AND FOR DADE COUNTY

GENERAL JURISDICTION

CIVIL ACTION NO.: 93-04923

PARCEL NO. 124

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Petitioner,

vs.

BILLY'S PUB, et al.,

Respondents.

University Shops

STIPULATED PARTIAL JUDGMENT AS TO PARCEL 124

This cause came before the Court upon the pleading of the parties in the above-styled cause and upon the Stipulation of the parties appearing below regarding the remaining issues dealing with the claims and positions of the City of North Miami Beach, hereinafter referred as the "City", and the Defendant/Owner of Parcel 124, JEREMIAH BEN-ZVI, hereinafter called "Owner". The term "Owner" shall also include the aforementioned Defendant/Owners of Parcel 124, her heirs, successors, mortgagees, and assigns.

certificates of occupancy and occupational licenses as a ministerial act without any nominal application fees of the municipality except as to utilities or other normal, clerical, developmental fees and without any further hearing or proceedings for the work to be done pursuant to paragraph 1 above. The provisions of this paragraph do not prevent the usual review of plans and specifications and appropriate action on the part of the City pertaining to public health and safety matters provided the plan in paragraph one above may be accomplished in the end result. Notwithstanding the provision of this paragraph, the Owner must meet any other applicable county, state or federal regulation or requirement and must pay any attendants costs or fees.

3. Owner agrees that the site plan attached hereto as Exhibit "A" shall be amended to reflect, trees spread along the frontage on Biscayne Boulevard in lieu of five (5) clumps of trees, and shall also be amended to reflect that ground cover should be used in lieu of sod under the existing large mahogany tree; that one additional grouping of tall sable palms at the rear of the building shall be used and sufficient lighting at the rear of the building shall be installed.

4. To assure compliance with the provisions of this Order, the sum of Seventy-Five Thousand and no/100 (\$75,000.00) Dollars of and from the funds disbursed pursuant to Court Order dated, November 19, 1993, representing estimated costs for landscaping improvements and/or rehabilitation costs in Exhibit "A", shall be deposited with SICS, naming Owner and City as joint trustees, and SICS, INC., is hereby directed to forthwith disburse said funds for actual work done upon presentation of invoices submitted by the Owner and signed off by the City Manager

or his designee to be bonafide invoices for the work to be done and the costs thereof. SICS, INC. shall keep the monies in an interest bearing escrow fund until disbursement. The balance of any funds remaining in said escrow account after completion of the landscaping work shall be forthwith disbursed by SICS, INC. to the Owner without further Order of the Court. If, however, Owner fails to comply with this Order and substantially comply with Exhibit "A", then said escrow funds shall be forfeited by Owner.

It is in good faith, intent, and estimate that the escrowed sum will accomplish the mutual site plan improvements, landscaping result and/or rehabilitation costs. However, the City has relied on representations of Owner and Owner's attorneys and has approved the plans and landscape plans assuming that said sum will accomplish that goal.

Upon completion of all the work set forth in Exhibit "A", the Owner shall file a Notice of Compliance with the City and the City shall have ten (10) days thereafter to either accept the work as substantial compliance with this Order or file its specific objections thereto with the Court. If no objections are filed with the Court within ten (10) days, the work shall be deemed completed. Upon filing any Objections, the Court shall by appropriate hearing determine whether or not the work substantially complies with this Order and enter such Order as the Court deems proper. Upon completion of the rehabilitation as contemplated in paragraph one, and set forth in Exhibit "A", the Owner shall file with the City, a Notice of Compliance with the provisions of this Order and the City shall have ten (10) days thereafter to either

accept the work as substantial compliance with this Order or file with the Court its specific objections thereto.

5. Owner and/or Mortgagees shall enter into cross-agreements and attach such agreements hereto as Exhibit "B" with adjacent property Owners as shown on Exhibit "A" which includes grading and paving of Old Dixie Highway to permit automotive and pedestrian traffic to move from one property to the other.

6. Furthermore, City conditionally is directed to transfer title in and to that portion of the right-of-way, referred to as Old Dixie Highway, adjacent to the remainder of Parcel 124 as shown on the drawings attached hereto as Exhibit "A". City shall hold title to Old Dixie Highway in escrow and not transfer actual title until such time as Owner complies with all improvements on Exhibit "A" and all conditions as set forth herein. Owner shall bear the cost of all title and documentation work necessary to transfer title to Old Dixie Highway.

7. If Owner for whatever reason does not implement such improvements within eighteen (18) months from the date of this Order, then Owner has waived the right to obtain title to Old Dixie Highway. Old Dixie Highway would then remain City owned and City would then be required to enter into a Cross-Access or Parking Agreement with adjacent property owners as shown on Exhibit "A" in order to avoid adjacent property owners from losing the necessary additional land area.

8. Owner acknowledges that he shall submit twelve (12) sets of Exhibit "A" and one (1) mounted site plan prior to the Council Meeting scheduled to hear this matter.

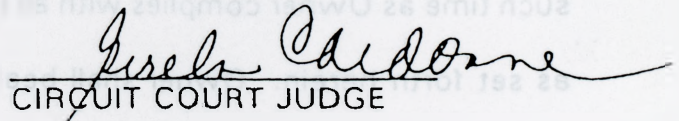
9. The parties hereto may agree in writing to change or amend the plans and specifications attached hereto and the work to be done hereunder; if they agree there is a simpler, better or more economic way to accomplish the same objectives.

10. This Stipulated Partial Judgment resolves all issues, claims and remedies between the City and the Owner. Any and all others are hereby waived.

11. The provisions of this Order shall be binding upon and/or inure to the benefit of the heirs, successors, mortgagees, and assigns of the parties hereto.

12. The Court reserves jurisdiction to enforce the provisions of this Order upon appropriate Motion and Notice of Hearing.

DONE and Ordered in chambers at the Dade County Courthouse, Miami, Dade County, Florida, this 20 day of January, 1994.


CIRCUIT COURT JUDGE

GISELA CARDONNE

cc: All Counsel of Record

CONSENT

The undersigned parties have agreed to the foregoing Consent this 19 day of January, 1994.

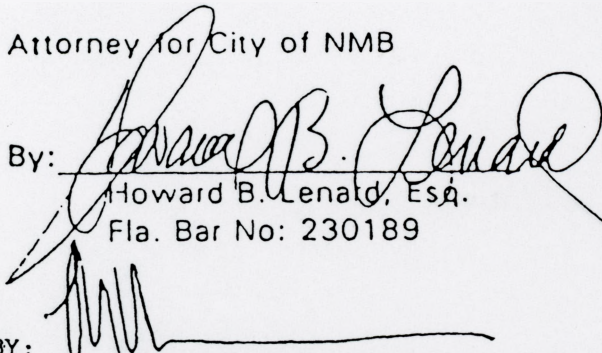
CITY OF NORTH MIAMI BEACH
17011 NE 19th Avenue
North Miami Beach, FL 33162

BRIGHAM, MOORE, GAYLORD,
SCHUSTER & MERLIN
203 SW 13th Street
Miami, FL 33130

Attorney for City of NMB

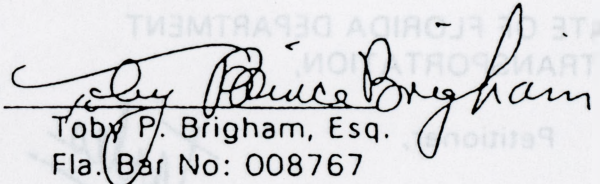
Attorney for Owners

By:



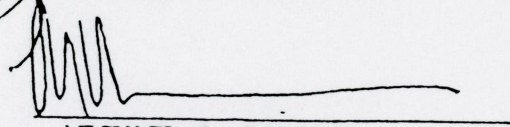
Howard B. Lenard, Esq.
Fla. Bar No: 230189

By:



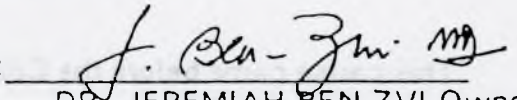
Toby P. Brigham, Esq.
Fla. Bar No: 008767

BY:



MICHAEL J. ROBERTO
City Manager

By:



DR. JEREMIAH BEN-ZVI, Owner

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1994 JAN 24 AM 11:44
CITY ATTORNEY'S OFFICE
CITY OF NORTH MIAMI BEACH

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT OF
FLORIDA IN AND FOR DADE COUNTY

GENERAL JURISDICTION

CASE NO. 93-04558

PARCEL NO. 125

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Petitioner,

vs.

Tarks

NARGLO, INC. et al.,

Defendant.

STIPULATED PARTIAL JUDGMENT AS TO PARCEL 125

This cause came before the Court upon the pleading of the parties in the above-styled cause and upon the Stipulation of the parties appearing below regarding the remaining issues dealing with the claims and positions of the City of North Miami Beach, hereinafter referred as the "City", and the Defendant/Owner of Parcel 125, LAWRENCE A. WEISER & LAW DEVELOPMENT CORP. d/b/a TARKS SEAFOODERY & GRILL, hereinafter called "Owner". The term "Owner" shall also include the aforementioned Defendant/Owners of Parcel 125, her heirs, successors, mortgagees and assigns.

Among other issues, the City contends the Owner must comply with all of its current codes pertaining to the remainder because of the taking but the Owner disagrees.

In settlement and compromise of their opposing positions, the City and the Owner have stipulated and agreed to entry of this Stipulated Partial Final Judgment resolving the remaining issues in this cause. The Court having been fully advised in the premises, it is

CONSIDERED, ORDERED and ADJUDGED as follows:

1. The Owner shall either apply for a building or demolition permit within twelve (12) months of the date of this Order on the property located at 13750 Biscayne Boulevard lying West of Biscayne Boulevard in substantial conformity with the plans and specifications attached hereto as Exhibit "A" and by reference made a part hereof. Owner's failure to apply for either a building permit or demolition permit within the twelve (12) months will give City the automatic right to demolish said structure by using the escrowed funds as set forth below. If however, Owner does apply for either a building permit with active construction or demolition permit within the twelve (12) month period then Owner shall have an additional six (6) months or a total of eighteen (18) months from the date of this Order or upon substantial completion of the Biscayne Boulevard DOT project from 135th Street to 151st Street, whichever occurs later, to commence active and continuous construction as shown on Exhibit "A" or demolish the building. Notwithstanding the demolition of the existing structure, Exhibit "A" may be utilized for a period of up to thirty-six (36)

months from the date of this Order, as adjusted by DOT, time frames or building moratoriums. Owner agrees that Exhibit "A" shall be valid for a maximum of thirty-six (36) months from the date of this Order. City and Owner may contemplate the reasonable extension based upon legitimate Owner effort and market conditions. After said time period, Exhibit "A" becomes expired and Owner waives and/or losses any and all rights to the use of Exhibit "A" on Parcel 125. Failure of the Owner to rehabilitate and rebuild according to Exhibit "A" or to tear down and construct the building and land improvements located on the remainder of Parcel 125 as provided above shall be deemed an election not to do so, whereupon City is hereby directed to demolish and remove the existing building by using the funds set forth below in escrow. If said funds held in escrow prove to be insufficient to satisfy the cost of demolishing the building, then the City is authorized to hire a contractor to demolish the building and lien the property for any outstanding costs that may be incurred. For the purpose of this Agreement, said substantial completion shall be when all work shown on the DOT final construction plans and specifications between 135th Street and 151st Street within the public right-of-way have been substantially performed, inspected and approved.

2. To accomplish the plan attached hereto as Exhibit "A", the City is hereby directed to issue subject to appropriate codes, rules, regulations, without unreasonable delay all necessary approvals, building and construction permits, certificates of occupancy and occupational licenses as a ministerial act without any nominal application fees of the municipality except as to utilities or other normal,

clerical, developmental fees and without any further hearing or proceedings for the work to be done pursuant to paragraph 1 above. The provisions of this paragraph do not prevent the usual review of plans and specifications and appropriate action on the part of the City pertaining to public health and safety matters provided the plan in paragraph one above may be accomplished in the end result. Notwithstanding the provision of this paragraph, the Owner must meet any other applicable county, state or federal regulation or requirement and must pay any attendants costs or fees.

3. Owner acknowledges that twelve (12) sets of Exhibit "A" and one (1) mounted site plan shall be submitted prior to the Council Meeting scheduled to hear this matter.

4. Owner and/or Mortgagees shall enter into cross-easement agreements and attach such agreements hereto as Exhibit "B" with adjacent property owners as shown on Exhibit "A" which includes grading and paving of Old Dixie Highway to permit automotive and pedestrian traffic to move from one property to the other.

5. Furthermore, City is conditionally directed to transfer title in and to that portion of the right-of-way, referred to as Old Dixie Highway, adjacent to the remainder of Parcel 125 as shown on the drawings attached hereto as Exhibit "A". City shall hold title to Old Dixie Highway in escrow and not transfer actual title until such time as Owner complies with all improvements on Exhibit "A" and all conditions as set forth herein. Owner shall bear the cost of all title and documentation work necessary to transfer title to Old Dixie Highway.

6. If Owner for whatever reason does not implement such improvements

as shown on Exhibit "A" within thirty-six (36) months from the date of this Order, then Owner has waived/lost the right to obtain title to Old Dixie Highway. Old Dixie Highway would then remain City owned and City would then be required to enter into a Cross-Access or Parking Agreement with adjacent property owners in order to avoid the adjacent property owners from losing the necessary additional land area needed to accomplish their site plan.

7. To assure compliance with the provisions of this Order, the sum of Seventy-Five Thousand and no/100 (\$75,000.00) Dollars of and from the funds disbursed pursuant to the Consent Decree dated November 19, 1993, representing estimated costs for landscaping improvements and/or demolition in Exhibit "A", shall be deposited with SICS, naming owner and City as joint trustees, and SICS, INC., is hereby directed to forthwith disburse said funds for actual work done upon presentation of invoices submitted by the Owner and signed off by the City Manager or his designee to be bonafide invoices for the work to be done and for the costs thereof. SICS, INC. shall keep the monies in an interest bearing escrow fund until disbursement. The balance of any funds remaining in said escrow account after completion of the landscaping work and/or demolition shall be forthwith disbursed by SICS, INC., to the Owner without further Order of the Court. If however, Owner fails to comply with this Order and/or substantially comply with Exhibit "A", then said escrow funds shall be forfeited by Owner.

It is in good faith, intent, and estimate that the escrowed sum will accomplish the mutual site plan improvements, rehabilitation, landscaping result and/or demolition

costs. However, the City has relied on representations of Owner and Owner's attorneys and has approved the plans and landscape plans assuming that said sum will accomplish that goal.

Upon completion of all the work set forth in Exhibit "A", the Owner shall file a Notice of Compliance with the City and the City shall have ten (10) days thereafter to either accept the work as substantial compliance with this Order or file its specific objections thereto with the Court. If no objections are filed with the Court within ten (10) days, the work shall be deemed completed. Upon filing any Objections, the Court shall by appropriate hearing determine whether or not the work substantially complies with this Order and enter such Order as the Court deems proper. Upon completion of the rehabilitation as contemplated in paragraph one, and set forth in Exhibit "A", the Owner shall file with the City a Notice of Compliance with the provisions of this Order and the City shall have ten (10) days thereafter to either accept the work as substantial compliance with this Order or file with the Court its specific objections thereto.

8. City agrees to allow Owner to erect standard signage which may include one (1) monument sign not exceeding six (6') feet in height, double sided with twenty-five square feet of sign face area per side and one wall sign or two wall signs and no monument sign.


9. The parties hereto may agree in writing to change or amend the plans and specifications attached hereto and the work to be done hereunder; if they agree there is a simpler, better or more economic way to accomplish the same objectives.

10. This Stipulated Partial Judgment resolves all issues, claims and remedies between the City and the Owner. Any and all others are hereby waived.

11. The provisions of this Order shall be binding upon and/or inure to the benefit of the heirs, successors, mortgagees, and assigns of the parties hereto.

12. The Court reserves jurisdiction to enforce the provisions of this Order upon appropriate Motion and Notice of Hearing.

DONE and Ordered in chambers at the Dade County Courthouse, Miami, Dade County, Florida, this ____ day of January, 1994.

 PETER CAPUA
Circuit Judge

CIRCUIT COURT JUDGE

~~JAN 20 1994~~

cc: All Counsel of Record

CONSENT

The undersigned parties have agreed to the foregoing Consent this 19 day of January, 1994.

CITY OF NORTH MIAMI BEACH
17011 NE 19th Avenue
North Miami Beach, FL 33162

BRIGHAM, MOORE, GAYLORD,
SCHUSTER & MERLIN
203 SW 13th Street
Miami, FL 33130

Attorney for City of NMB

Attorney for Owners

By: 

Howard B. Lenard, Esq.
Fla. Bar No: 230189

By: 

Toby P. Brigham, Esq.
Fla. Bar No: 008767

MAMBER, SAVAGE & SINGER, P.A.
801 N.E. 167TH STREET
#302A

LAWRENCE WEISER and LAW
DEVELOPMENT CORP.

Attorneys for COUNTY NATIONAL BANK

By: 

Craig Savage, Esq.
Fla. Bar No. 164998

By: 

Lawrence Weiser, Individually
and as President of LAW
DEVELOPMENT CORP.

By: 

Michael J. Roberto
City Manager

RECEIVED
1994 FEB 23 AM 11:42
CITY AT THE OFFICE
CITY OF NORTH MIAMI BEACH

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT OF
FLORIDA IN AND FOR DADE COUNTY

GENERAL JURISDICTION

CASE NO. 93-04099

PARCEL NO. 126

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Petitioner,

vs.

ROSE'S USED CARS, INC., et al.,

Defendants.

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COMMUNITY DEVELOPMENT DEPT
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STIPULATED PARTIAL JUDGMENT AS TO PARCEL 126

This cause came before the Court upon the pleading of the parties in the above-styled cause and upon the Stipulation of the parties appearing below regarding the remaining issues dealing with the claims and positions of the City of North Miami Beach, hereinafter referred as the "City", and the Defendant/Owner of Parcel 126, BERNARD ROSENBLOOM, Fee Owner/Lessor; JOYCE ROSENBLOOM, Fee Owner/Lessor; ROSE'S USED CARS, INC., Lessee/Business Owner and ROSE'S FINANCE, INC., Lessee/Business Owner, hereinafter called "Owner". The term "Owners" shall also include the aforementioned Defendant/Owners of Parcel 126, her heirs, successors, mortgagees and assigns.

Among other issues, the City contends the Owner must comply with all of its

current codes pertaining to the remainder because of the taking but the Owner disagrees

In settlement and compromise of their opposing positions, the City and the Owner have stipulated and agreed to entry of this Stipulated Partial Final Judgment resolving the remaining issues in this cause. The Court having been fully advised in the premises, it is

CONSIDERED, ORDERED and ADJUDGED as follows:

1. The Owner shall either apply for a building or demolition permit within eighteen (18) months of the date of this Order on the property located at 13890 Biscayne Boulevard lying West of Biscayne Boulevard in substantial conformity with the plans and specifications attached hereto as Exhibit "A" and by reference made a part hereof. Owner's failure to apply for either a building permit or demolition permit within the eighteen (18) months will give City the automatic right to demolish said structure by using the escrowed funds as set forth below. If However, Owner does apply for either a building permit with active construction or demolition permit within the eighteen (18) month period then Owner shall have an additional six (6) months or a total of twenty-four (24) months from the date of this Order or upon substantial completion of the Biscayne Boulevard DOT project from 135th Street to 151st Street, whichever occurs later, to commence active and continuous construction as shown on Exhibit "A" or demolish the building. Owner shall discontinue use for auto related sales, repairs, or other auto uses on the remainder of Parcel 126 within twenty-four (24) months of this Order. Notwithstanding the demolition of the existing structure.

Exhibit "A" may be utilized for a period of up to thirty-six (36) months from the date of this Order, as adjusted by DOT, time frames or building moratoriums. Owner agrees that Exhibit "A" shall be valid for a maximum of thirty-six (36) months from the date of this Order. City and Owner may contemplate the reasonable extension based upon legitimate Owner effort and market conditions. After said time period, Exhibit "A" becomes expired and Owner waives and/or loses any and all rights to the use of Exhibit "A" on Parcel 126. Failure of the Owner to rehabilitate and rebuild according to Exhibit "A" or to tear down and construct the building and land improvements located on the remainder of Parcel 126 as provided above shall be deemed an election not to do so, whereupon City is hereby directed to demolish and remove the existing building by using the funds set forth below in escrow. If said funds held in escrow prove to be insufficient to satisfy the cost of demolishing the building, then the City is authorized to hire a contractor to demolish the building and lien the property for any outstanding costs that may be incurred. For the purpose of this Agreement, said substantial completion shall be when all work shown on the DOT final construction plans and specifications between 135th Street and 151st Street within the public right-of-way have been substantially performed, inspected and approved.

2. Owner acknowledges and agrees that under no uncertain terms will the existing building located on Parcel 126 be used or be allowed to remain in its current condition. Owner further agrees that said existing building shall be demolished or totally rehabilitated in accordance with Exhibit "A" and approval by City.

3 To accomplish the plan attached hereto as Exhibit "A", the City is hereby directed to issue subject to appropriate codes, rules, regulations, without unreasonable delay all necessary approvals, building and construction permits, certificates of occupancy and occupational licenses as a ministerial act without any nominal application fees of the municipality except as to utilities or other normal, clerical, developmental fees and without any further hearing or proceedings for the work to be done pursuant to paragraph 1 above. The provisions of this paragraph do not prevent the usual review of plans and specifications and appropriate action on the part of the City pertaining to public health and safety matters provided the plan in paragraph one above may be accomplished in the end result. Notwithstanding the provision of this paragraph, the Owner must meet any other applicable county, state or federal regulation or requirement and must pay any attendants costs or fees.

4. Owner acknowledges that twelve (12) sets of Exhibit "A" and one (1) mounted site plan shall be submitted prior to the Council Meeting scheduled to hear this matter.

5. Owner realizes that City does not have the elevations for the remainder of Parcel 126 and if Owner contemplates the utilization of any portion of the existing building, then those elevations must be submitted to the City for the City's approval. If however, Owner contemplates a new and larger building then the existing building must be demolished within the time frame as stated above.

6. City agrees to allow Owner to erect standard signage which may include one (1) monument sign not exceeding one (1) six (6') feet in height, double sided with

twenty-five square feet of sign face per side and one wall sign or two wall signs and no monument sign.

7. Owner and/or Mortgagees shall enter into cross-easement agreements and attach such agreements hereto as Exhibit "B" with adjacent property Owners as shown on Exhibit "A" which includes grading and paving of Old Dixie Highway to permit automotive and pedestrian traffic to move from one property to the other.

8. Furthermore, City is directed to transfer title in and to that portion of the right-of-way, referred to as Old Dixie Highway, adjacent to the remainder of Parcel 126 as shown on the drawings attached hereto as Exhibit "A". City shall hold title to Old Dixie Highway in escrow and not transfer actual title until such time as Owner complies with all improvements on Exhibit "A" and all conditions as set forth herein. Owner shall bear the cost of all title and documentation work necessary to transfer title to Old Dixie Highway.

9. If Owner for whatever reason does not implement such improvements within thirty-six (36) months from the date of this Order, then Owner has waived the right to obtain title to Old Dixie Highway. Old Dixie Highway would then remain City owned and City would then be required to enter into a Cross-Access or Parking Agreement with adjacent property owners as shown on Exhibit "A" in order to avoid adjacent property owners from losing the necessary additional land area needed to accomplish their site plan.

10. To assure compliance with the provisions of this Order, the sum of Thirty Thousand and no/100 (\$30,000.00) Dollars of and from the funds disbursed pursuant

to the Consent Decree dated November 18, 1993, representing estimated costs for landscaping improvements and/or demolition in Exhibit "A", shall be deposited with SICS, naming owner and City as joint trustees, and SICS, INC., is hereby directed to forthwith disburse said funds for actual work done upon presentation of invoices submitted by the Owner and signed off by the City Manager or his designee to be bonafide invoices for the work to be done and for the costs thereof. SICS, INC. shall keep the monies in an interest bearing escrow fund until disbursement. The balance of any funds remaining in said escrow account after completion of the landscaping work and/or demolition shall be forthwith disbursed by SICS, INC., to the Owner without further Order of the Court. Both parties agree that if the Owner demolishes the structure located on Parcel 126 and fails to obtain a building permit for the construction of the building as shown on Exhibit "A", which has been approved within the time frame above, then, all funds remaining in the escrow account shall be disbursed to Owner at the end of twenty-four (24) months from the date of this Order. If however, Owner fails to comply with this Order and substantially comply with Exhibit "A", then said escrow funds shall be forfeited by Owner.

It is in good faith, intent, and estimate that the escrowed sum will accomplish the mutual site plan improvements, landscaping result and/or rehabilitation costs. However, the City has relied on representations of Owner and Owner's attorneys and has approved the plans and landscape plans assuming that said sum will accomplish that goal.

Upon completion of all the work set forth in Exhibit "A", the Owner shall file

a Notice of Compliance with the City and the City shall have ten (10) days thereafter to either accept the work as substantial compliance with this Order or file its specific objections thereto with the Court. If no objections are filed with the Court within ten (10) days, the work shall be deemed completed. Upon filing any Objections, the Court shall by appropriate hearing determine whether or not the work substantially complies with this Order and enter such Order as the Court deems proper. Upon completion of the rehabilitation as contemplated in paragraph one, and set forth in Exhibit "A", the Owner shall file with the City a Notice of Compliance with the provisions of this Order and the City shall have ten (10) days thereafter to either accept the work as substantial compliance with this Order or file with the Court its specific objections thereto.

11. The parties hereto may agree in writing to change or amend the plans and specifications attached hereto and the work to be done hereunder; if they agree there is a simpler, better or more economic way to accomplish the same objectives.

12. This Stipulated Partial Judgment resolves all issues, claims and remedies between the City and the Owner. Any and all others are hereby waived.

13. The provisions of this Order shall be binding upon and/or inure to the benefit of the heirs, successors, mortgagees and assigns of the parties hereto.

14. The Court reserves jurisdiction to enforce the provisions of this Order upon appropriate Motion and Notice of Hearing.

DONE and Ordered in chambers at the Dade County Courthouse, Miami, Dade County, Florida, this FEB 22 1994 day of January, 1994.

JON I. GORDON

CIRCUIT COURT JUDGE

cc: All Counsel of Record

CONSENT

The undersigned parties have agreed to the foregoing Consent this 19 day of January, 1994.

CITY OF NORTH MIAMI BEACH
17011 NE 19th Avenue
North Miami Beach, FL 33162

BRIGHAM, MOORE, GAYLORD,
SCHUSTER & MERLIN
203 SW 13th Street
Miami, FL 33130

Attorney for City of NMB

Attorney for Owners

By: Howard B. Lefard
Howard B. Lefard, Esq.
Fla. Bar No: 230189

By: Toby P. Bringham
Toby P. Bringham, Esq.
Fla. Bar No: 008767

By: Bernard Rosenbloom
Bernard Rosenbloom

By: Joyce Rosenbloom
Joyce Rosenbloom

ROSE'S USED CARS, INC.

ROSE'S FINANCE, INC.

By: Stephan...
Authorized Agent of
ROSE'S USED CARS, INC.

By: William R. ...
Authorized Agent of
ROSE'S FINANCE, INC.

By: Michael J. Roberto
Michael J. Roberto
City Manager

BERNARD ROSENBLIOM
JOYCE ROSENBLIOM
ROSE'S USED CARS, INC
ROSE'S FINANCE, INC

8

HAVE AGREED TO THE FOREGOING CONSENT
THIS 18 DAY OF FEBRUARY 1994

METROPOLITAN DADE COUNTY HISTORIC PRESERVATION BOARD

RESOLUTION NUMBER: R-9504

HISTORIC ARCH CREEK ROAD

Dade County, Florida

January 18, 1995

NOTICE OF APPEAL

SECTION 16A-15, METROPOLITAN DADE COUNTY CODE

Appeal under Section 16A-15, Metropolitan Dade County Code to the Board of County Commissioners, Dade County, Florida, of the action of Metropolitan Dade County Historic Preservation Board in regard to Historic Arch Creek Road located in Dade County, Florida, particularly Resolution Number R-9504.

Appellant, Edna Ben-Zvi, the surviving widow of Jeremiah Ben-Zvi, Appellant, does herewith appeal the action of the Metropolitan Dade County Historic Preservation Board in regard to Historic Arch Creek Road located in Dade County, Florida, particularly Resolution Number R-9504.

The Historic Preservation Board designated the Historic Arch Creek Road as a local historic site pursuant to Metropolitan Dade County Historic Preservation Ordinance Number 81-13. The site is legally described in Resolution Number R-9504, a copy of which Resolution is attached hereto, marked Exhibit "A" and made a part hereof.

The site described in Resolution Number R-9504 is 40' wide, running from the FEC right-of-way to the edge of properties owned by various entities, including Appellant's property, legally described as:

Lots 9 through 18, and Lots 32 through 38, in Block 5, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, at Page 3, of the Public Records of Dade County, Florida, less that portion taken for additional right-of-way by FDOT.

The Historic Preservation Board in the designation of the right-of-way at 40' exceeds by 20' that portion described in its Application. In addition it exceeds what would have been a roadway traveled by Captain Abner Doubleday in the 1800s, as set forth in the Application for Designation.

The Historic Preservation Board failed to take into consideration the action of the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida, General Jurisdiction, in Civil Action Number 93-04923, Parcel Number 124, wherein the State of Florida, Department of Transportation, Appellant and the City of North Miami Beach entered into a Stipulated Partial Judgment as to a parcel of land owned by the Appellant, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof.

As a result of the Historic Preservation Board's action without consideration of the Circuit Court case reflected above, the funds escrowed by the Appellant in conformity with the Stipulation and Order thereon have been placed in jeopardy and are subject to forfeiture. In addition the sums paid by the Florida Department of

Transportation to the Appellant in settlement of the Circuit Court case and the Stipulation thereto pertaining were based on the City of North Miami Beach agreeing to deed to the Appellant a portion of Old Dixie Highway to be utilized in conformity with the Plans and Specifications attached to the Circuit Court Stipulation.

The action of the Historic Preservation Board in failing to designate a portion of the roadway as a historic site subject to the Stipulation and Order of the Circuit Court will impact the Appellant's rights and cause Appellant extreme hardship and damages.

WHEREFORE, Appellant requests that the Board of County Commissioners, Dade County, Florida, reverse the action of the Historic Preservation Board so as to preserve the rights of the Appellant.

ROSENTHAL ROSENTHAL & RASCO
Attorneys for Appellant
1031 North Miami Beach Boulevard
North Miami Beach, Florida 33162
(305) 944-1411

BY 

ALAN S. ROSENTHAL

I HEREBY CERTIFY that the original was couriered to the Clerk of the Board of County Commissioners, 111 N. W. First Street, Miami, Florida 33128, this 7th day of February, 1995.


ALAN S. ROSENTHAL

cc: Howard Lenard, Esquire, City Attorney
Darcee Siegel, Esquire
Tom Logue, Esquire
Maureen Harwitz, Esquire
Mr. Bob Carr

METRO-DADE HISTORIC PRESERVATION BOARD

RESOLUTION NO. R-9504

HISTORIC ARCH CREEK ROAD

Dade County, Florida

WHEREAS, the Historic Arch Creek Road encompasses a portion of the Military Trail which was constructed in 1857 during the Third Seminole War by Captain Abner Doubleday and Captain John Brannan; and.

WHEREAS, the Historic Arch Creek Road encompasses a portion of the old County Road and Dixie Highway; and

WHEREAS, the Historic Arch Creek Road is located at: that portion of the County Rock Road (Old Dixie Highway) as the same is shown on the Amended Plat of R.E. McDonald's Subdivision Plat Book 2, at page 22, of the Public Records of Dade County, Florida, which lies South of the prolongation West of the North line of Lot 50 and North of the Northeasterly bank of Arch Creek as both are shown on the said plat of R.E. McDonald's Subdivision AND that strip of land lying between the County Rock Road (Old Dixie Highway) and the F.E.C.R.R. Right-of-Way which is bounded on the South by the Northeasterly bank of Arch Creek all as shown on the said plat of R.E. McDonald's Subdivision.

AND

The Dixie Highway Right-of-Way, as shown in Plat Book 15, Page 3, being 40 feet wide and extending northward in Section 24, township 52 South, Range 42 East.

METRO-DADE HISTORIC PRESERVATION BOARD
RESOLUTION NO. R-9504
HISTORIC ARCH CREEK ROAD
Page 2

NOW, THEREFORE, BE IT RESOLVED, that the Dade County Historic Preservation Board on January 18, 1995 has designated the Historic Arch Creek Road as a local historic site pursuant to the Metropolitan Dade County Historic Preservation Ordinance (81-13) and that the Historic Arch Creek Road is subject to all rights, privileges, and requirements of that ordinance.

Judy Abrell
Judy Abrell, Chairperson
Dade County Historic Preservation Board
Prepared by:

1/18/95
Date

Robert S. Carr
Robert S. Carr, Acting Director
Historic Preservation Division

1/18/95
Notary.

Yolanda C. Delgado

Board Members

Vote

Judy Abrell	Aye
Sabrina Baker-Bouie	Absent
Mary Ann Ballard	Absent
Gilda Camejo	Absent
Sarah Eaton	Aye
Dorothy J. Fields	Aye
Robert McKinney	Aye
Wendy Rothfield	Aye
Pamela Stettin	Absent
Shirley Taylor-Prakelt	Absent
Dennis W. Wilhelm	Aye
Ignacio Zabaleta	Aye

OFFICIAL NOTARY SEAL
YOLANDA C DELGADO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC197021
MY COMMISSION EXP. APR. 28, 1996