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## **VIA ELECTRONIC SUBMITTAL**

November 3, 2024

Deborah Tackett  
Historic Preservation & Architecture Officer  
City of Miami Beach  
1700 Convention Center Drive, 2nd Floor  
Miami Beach, Florida 33139

RE: **HPB23-0591** - Letter of Intent for New Hotel at  
1509-1515 Washington Avenue and 1500 Collins Avenue,  
Miami Beach

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Dear Ms. Tackett:

This law firm represents 1515 Washington Acquisition LLC (the "Applicant") relating to the properties located at 1509 – 1515 Washington Avenue and 1500 Collins Avenue in the City of Miami Beach (the "City"). This letter serves as the required letter of intent for a Certificate of Appropriateness for demolition and new construction in the Flamingo Park Local Historic District and the Ocean Drive/ Collins Avenue Historic District, including waivers to permit on-street loading in a historic district and to reduce certain long frontage standards for new construction.

The Applicant has filed a concurrent Planning Board Application, PB23-0625, for new construction over 50,000 square feet, neighborhood impact establishment, and a rooftop restaurant within 200 feet of residential units. The Applicant went before the Planning Board on April 25, 2024. Based on the Board Members' feedback, the Applicant has refined and improved the proposed historic renovations, architectural design, and operation for the overall project.

Description of the Property. The subject property consists of two lots on the east side of Washington Avenue identified by Folio Nos. 02-3234-019-1180 and 02-3234-019-1170, and one assemblage that fronts Collins Avenue identified by Folio No. 02-3234-019-1190 (collectively the "Property"). See Composite Exhibit A, Property Appraiser Summary Reports. The Property is part of a unified development site pursuant to the Covenant in Lieu of Unity of Title recorded in Official Record Book 30519, Page 3915 of the Public Records of Miami-Dade County (the "Covenant"). See Exhibit B, the Covenant. On the portion of the Property associated with the address 1509 Washington Avenue, there is a one-story commercial building that was developed in 1959. On the portion of the Property associated with the address 1515 Washington Avenue, there is a thirteen (13) unit single-story multi-family building developed in 1948. Last, on the portion of the Property associated with the address 1500 Collins Avenue is the iconic Haddon Hall Hotel, a portion of which fronts Washington and pool on the ground floor.

The Washington Avenue portion of the Property is zoned CD-2, Commercial, Medium Intensity District, and the Collins Avenue portion of the Property is zoned MXE, Mixed Use Entertainment District. The Washington Avenue portion of the Property is located in the Flamingo Park Local Historic District, and the Collins Avenue portion of the Property is located in the Ocean Drive/Collins Avenue Historic District. See Figure 1 below, Historic Property Viewer Excerpt. The rear building associated with the address 1515 Washington Avenue is not classified and the small building in the center of the site with the address 1500 Collins Avenue is classified as non-contributing. The remaining structures part of the Property are classified as contributing. The historic resources reports, included in the application materials, provide further details regarding the local districts, original architects, and history of the buildings on the Property.



Figure 1, Historic Property Viewer Excerpt

Project. The Applicant is seeking a Certificate of Appropriateness for demolition and design approval to develop an innovative and attractive 262-unit hotel, with restored central pool deck on the ground level, multiple amenities, such as a rooftop restaurant, gym, spa and wellness club, as well as ballroom and meeting rooms (the "Project."). The density, intensity, and height of the Project is consistent with the CD-2 Washington Avenue Overlay regulations and the MXE regulations. Specifically, the Project provides an active street frontage on Washington Avenue and complete renovation of the historic Haddon Hall Hotel fronting Collins Avenue.

Overall, the Project is seven (7) stories in height and complies with the Resiliency Code requirements for hotel uses. The Project proposes demolition and reconstruction consistent with the fabric on the buildings that front Washington Avenue and Collins Avenue. The new tower portion of the Project setback behind the commercial storefronts and centrally located on the Property, and the minor rooftop addition to the existing structures on Haddon Hall will be minimally visible from the public right of way.

The ground floor will contain the lobby entrance to the hotel, hotel units, a restaurant establishment with patio seating, and sufficient back-of-house spaces. The existing uses on Washington Avenue and hotel all currently utilize on-street loading, it not possible to internalize loading operations within the site. The Project is intentionally designed with loading and back of house located along a new corridor on the north side to facilitate efficient loading operations from the existing loading zones on Washington Avenue. The ground floor also includes easily accessible short-term and long-term bicycle parking. Passenger vehicles and valet can access the site from the existing driveway on Collins Avenue.

Certificate of Appropriateness. The Project is designed to be compatible with the surrounding historic districts, while remaining distinguishable from the surrounding contributing buildings in accordance with the Secretary of the Interior Standards for the Treatment and Rehabilitation of Historic Properties. The Project proposes to reimagine and pay homage to the contributing facades that front Washington Avenue to maintain the character and feel of the Flamingo Park Historic District and high pedestrian area. Reconstruction of the Haddon Hall Hotel includes demolition of the center, noncontributing structure built in 1952 and complete interior renovation of the Haddon Hall Hotel. The renovations include the structure that fronts Collins Avenue, built in 1941, in a Streamline Moderne style of architecture and the portion that fronts Washington Avenue, built in 1940, in an Art Deco style of architecture. The materials, colors, and landscaping have all been selected to complement the surrounding contributing buildings. The public interiors, including the lobby and portions of the original ancillary spaces of Haddon Hall will be preserved to the greatest extent possible.

The overall design of the Projects bridges the Streamline Moderne style of Haddon Hall with the Spanish Mediterranean influence of Espanola Way through materiality and shapes. The theme of design pulls from the existing banyan tree, and includes moments that are similar, but new and distinct. The materiality of the new construction also pulls inspiration from MiMo, Miami Modern Style of design, which can be seen in the acute angles, sweeping curved walls and arches, sunshades, and open balconies.

*Demolition Evaluation Criteria.* The Project includes demolition of the existing buildings on the Property classified as contributing and satisfies the criteria pursuant to Section 2.13.7.d.6.D, as follows:

- I. **The building, structure, improvement, or site is designated on either a national or state level, as part of a historic preservation district or as a historic architectural landmark or site, or is designated pursuant to section 2.13.9 as**

**a historic building, historic structure or historic site, historic improvement, historic landscape feature, historic interior or the structure is of such historic/architectural interest or quality that it would reasonably meet national, state or local criteria for such designation.**

The existing buildings are classified as contributing, noncontributing, and not classified in a local historic district.

**II. The building, structure, improvement, or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty or expense.**

The facades of the existing buildings on the Property are of such a unique design that the Project includes reconstruction to the greatest extent possible at the required elevation for sea level rise and complete shoring for the portions that will be preserved. The Project considers the future impacts that sea level rise and is taking great care to recreate the pedestrian's experience on Washington Avenue, but at the necessary elevation to accommodate future raising of roads.

**III. The building, structure, improvement, or site is one of the last remaining examples of its kind in the neighborhood, the county, or the region, or is a distinctive example of an architectural or design style which contributes to the character of the district.**

The existing structures are not the last remaining examples of its kind on Washington Avenue and the center building within the Property is newer construction and not classified within the historic district. There are numerous, more iconic examples of Post War Modern storefronts in the Flamingo Park Local Historic District. The proposed reconstruction and interior renovations will revert to the original distinctive example that contributes to the character of the district.

**IV. The building, structure, improvement, or site is a contributing building, structure, improvement, site or landscape feature rather than a noncontributing building, structure, improvement, site or landscape feature in a historic district as defined in chapter 1 of these land development regulations, or is an architecturally significant feature of a public area of the interior of a historic or contributing building.**

The existing buildings are classified as contributing, noncontributing, and not classified in a local historic district.

- V. Retention of the building, structure, improvement, landscape feature or site promotes the general welfare of the city by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage.**

Retention of the one-story buildings that front Washington Avenue and the two-story building in the center of the site will not promote the general welfare of the City. The buildings are located below Base Flood Elevation and are at high risk of damage due to permanent flooding. The new design will drastically improve the connectivity of the Property, the streetscape, and overall well-being of the multiple historic districts.

- VI. If the proposed demolition is for the purpose of constructing a parking garage, the board shall consider it if the parking garage is designed in a manner that is consistent with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, U.S. Department of the Interior (1983), as amended, or the design review guidelines for that particular district. If the district in which the property is located lists retail uses as an allowable use, then the ground floor shall contain such uses. At-grade parking lots shall not be considered under this regulation. Parking lots or garages as main permitted uses shall not be permitted on lots which have a lot line on Ocean Drive or Espanola Way.**

Construction of a parking garage is not proposed.

- VII. In the event an applicant or property owner proposes the total demolition of a contributing structure, historic structure or architecturally significant feature, there shall be definite plans presented to the board for the reuse of the property if the proposed demolition is approved and carried out.**

This Application includes beautiful plans for the Property that pulls inspiration from the existing architecture and landscaping and is sensitive to the styles of architecture of the historic districts. The proposed architecture is compatible and complementary to the surrounding historic districts. Specifically, the architectural team considered the original architect of Haddon Hall and the Streamline Moderne style, the Spanish Mediterranean

style of architecture that is prevalent on Espanola Way, and the iconic MiMo Miami Modern style throughout the City.

**VIII. The county unsafe structures board has ordered the demolition of a structure without option.**

The County has not ordered for the demolition of the buildings.

Waiver of Off-Street Loading. In order to allow for the reconstruction of the contributing facades along Washington Avenue and due to the lack of vehicular access to the narrow site, a waiver of off-street loading spaces is needed to allow loading to occur on Washington Avenue. The Applicant has submitted a detailed loading plan describing the on-street loading from the existing commercial loading zone located at approximately 1545 Washington Avenue to the Parking Department and Transportation Department. The Project requires a total of four (4) loading spaces based on the number of hotel units and restaurants. The existing commercial loading zone includes three (3) designated loading spaces along Washington Avenue, which will be increased to four (4) spaces, to allow convenient and efficient loading into the building, consistent with the current loading operations for the existing commercial storefronts.

The operations plan, included in the submitted materials for Planning Board's review, provides specific parameters for the Project's deliveries, including limiting use of the loading zone to the presently permitted loading hours (7AM – 11AM), and detailing how deliveries will be efficiently executed using a proposed back of house corridor on the north side of the Property.

Waiver of Long Frontage Standards. Section 7.1.2.2.e.ii.2 of the Code includes additional regulations for new construction with nonresidential uses on the ground floor on frontages with a width greater than 150 feet ("Long Frontage Standards"). While the Property is considered a Long Frontage, the site is narrow and irregular in shape. Therefore, it is not possible to reconstruct the contributing facades above the necessary base flood elevation and comply with all of the new Long Frontage Standards. The Applicant is taking as many measures as possible to ensure the new construction is above base floor elevation and the sidewalk can be properly harmonized. Therefore, the Applicant is seeking the following waivers of the Long Frontage Standards:

1. A ten (10) foot wide sidewalk width to maintain the existing eight (8) foot wide sidewalk width;

2. The parallel transition area between the raised circulation zone and existing sidewalks to properly harmonize and provide safe access to the new construction when the difference between the existing sidewalk and new elevation is five (5) feet;
3. The landscape transition area between the raised circulation zone and Washington Avenue; and
4. The additional fifteen (15) foot setback from the ground floor façade to the back up curb, when a zero (0) foot ground floor setback is permitted in the Washington Avenue Overlay pursuant to Section 7.2.11.5 of the Code.

The Applicant is complying with the ground floor elevation requirements provided in the Long Frontage Standards. In this historic, pedestrian-focused area, it is not feasible to introduce wider sidewalks and wider transition areas between the existing on-street parking and the clear five (5) feet sidewalk circulation zone. It has not been provided by other properties on Washington Avenue and would be an excessive burden on this project, which is reconstructing the historic façade at the appropriate level for sea level rise. Also, inclusion of Haddon Hall Hotel with the renovation provides pedestrian connectivity with Collins Avenue that has not existed. Washington Avenue and Collins Avenue are major corridors without greenspaces between the vehicles, sidewalks, and storefronts. The Project maintains the existing character of the historic districts, as well as ensures the new construction comply with the necessary minimum design flood elevation.

Sea Level Rise and Resiliency Criteria. The Proposed Project advances the sea level rise and resiliency criteria in Section 7.1.2.4 of the Resiliency Code as follows:

**(1) A recycling or salvage plan for partial or total demolition shall be provided.**

A recycling and salvage plan for the demolition of the existing structures will be provided.

**(2) Windows that are proposed to be replaced shall be hurricane proof impact windows.**

Hurricane proof impact windows will be provided.

**(3) Where feasible and appropriate, passive cooling systems, such as operable windows, shall be provided.**



The Applicant will provide, where feasible, passive cooling systems.

**(4) Whether resilient landscaping (salt tolerant, highly water-absorbent, native or Florida friendly plants) will be provided.**

The Project includes resilient, Florida-native, or Florida-friendly landscaping.

**(5) Whether adopted sea level rise projections in the Southeast Florida Regional Climate Action Plan, as may be revised from time-to-time by the Southeast Florida Regional Climate Change Compact, including a study of land elevation and elevation of surrounding properties were considered.**

Sea level rise projections have been considered in the design and development of the Project.

**(6) The ground floor, driveways, and garage ramping for new construction shall be adaptable to the raising of public rights-of-ways and adjacent land.**

The ground floor areas will be adaptable to raised public rights-of way and adjacent properties.

**(7) Where feasible and appropriate. All critical mechanical and electrical systems are located above base flood elevation.**

All mechanical and electrical systems will be located above base flood elevation.

**(8) Existing buildings shall be, where reasonably feasible and appropriate, elevated to the base flood elevation.**

All habitable spaces within the Project will be elevated.

**(9) When habitable space is located below the base flood elevation plus City of Miami Beach Freeboard, wet or dry flood proofing systems will be provided in accordance with Chapter of 54 of the City Code.**

When habitable space is located below base flood elevation, wet or dry flood proofing systems will be provided.

**(10) Where feasible and appropriate, water retention systems shall be provided.**

Water retention systems will be provided as part of the resiliency goals of the Project.

**(11) Cool pavement materials or porous pavement materials shall be utilized.**

Cool pavement and porous materials are proposed where appropriate.

**(12) The design of each project shall minimize the potential for heat island effects on-site.**

The Applicant is proposing multiple green spaces on the ground floor and rooftops with specific materials and plantings to minimize any potential for heat island effects on-site.

Conclusion. The Project is an important part of the revitalization of Washington Avenue and the Haddon Hall Hotel. The holistic approach to renovating, rehabilitating, and reconstructing this assemblage results in a beautiful and viable project that will enhance the streetscape and provided connectivity between Washington Avenue and Collins Avenue. Accordingly, we respectfully request your favorable review and recommendation with respect to the Project. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Michael Larkin

Attachments

cc: Emily K. Balter, Esq.



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On: 09/08/2024

PROPERTY INFORMATION	
<b>Folio</b>	02-3234-019-1180
<b>Property Address</b>	1509 WASHINGTON AVE MIAMI BEACH, FL 33139-7802
<b>Owner</b>	1515 WASHINGTON ACQUISITION LLC
<b>Mailing Address</b>	299 ALHAMBRA CIR STE 510 CORAL GABLES, FL 33135
<b>Primary Zone</b>	6400 COMMERCIAL - CENTRAL
<b>Primary Land Use</b>	1111 STORE : RETAIL OUTLET
<b>Beds / Baths /Half</b>	0 / 0 / 0
<b>Floors</b>	1
<b>Living Units</b>	0
<b>Actual Area</b>	11,458 Sq.Ft
<b>Living Area</b>	11,458 Sq.Ft
<b>Adjusted Area</b>	11,362 Sq.Ft
<b>Lot Size</b>	14,500 Sq.Ft
<b>Year Built</b>	Multiple (See Building Info.)

ASSESSMENT INFORMATION			
Year	2024	2023	2022
<b>Land Value</b>	\$3,074,000	\$3,074,000	\$3,074,000
<b>Building Value</b>	\$1,745,000	\$539,000	\$226,000
<b>Extra Feature Value</b>	\$0	\$0	\$0
<b>Market Value</b>	\$4,819,000	\$3,613,000	\$3,300,000
<b>Assessed Value</b>	\$3,974,300	\$3,613,000	\$3,300,000

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
<b>Non-Homestead Cap</b>	Assessment Reduction	\$844,700		
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION	
ALTON BEACH 1ST SUB PB 2-77	
W100FT OF FOLLOWING LOT 20 S1/2	
LT 19 BLK 57 & ST BET BLK 57 & 76	
LOT SIZE 145.000 X 100	
OR 15335-2698 1291 5	



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
<b>COUNTY</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,974,300	\$3,613,000	\$3,300,000
<b>SCHOOL BOARD</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$4,819,000	\$3,613,000	\$3,300,000
<b>CITY</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,974,300	\$3,613,000	\$3,300,000
<b>REGIONAL</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,974,300	\$3,613,000	\$3,300,000

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
06/04/2024	\$20,000,000	34264-0280	Qual on DOS, multi-parcel sale
12/01/1991	\$0	15335-2698	Sales which are disqualified as a result of examination of the deed
12/01/1987	\$550,000	13531-2176	Sales which are qualified

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# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

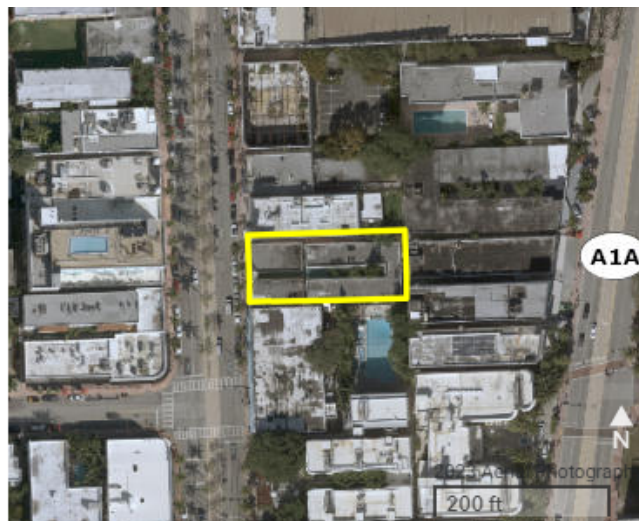
Generated On: 09/08/2024

PROPERTY INFORMATION	
Folio	02-3234-019-1170
Property Address	1515 WASHINGTON AVE MIAMI BEACH, FL 33139-7802
Owner	1515 WASHINGTON ACQUISITION LLC
Mailing Address	299 ALHAMBRA CIR STE 510 CORAL GABLES, FL 33135
Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1209 MIXED USE-STORE/RESIDENTIAL : MIXED USE - RESIDENTIAL
Beds / Baths /Half	13 / 13 / 0
Floors	1
Living Units	13
Actual Area	9,273 Sq.Ft
Living Area	9,273 Sq.Ft
Adjusted Area	9,166 Sq.Ft
Lot Size	13,125 Sq.Ft
Year Built	1948

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$4,200,000	\$4,200,000	\$3,150,000
Building Value	\$100,000	\$100,000	\$100,000
Extra Feature Value	\$0	\$0	\$0
Market Value	\$4,300,000	\$4,300,000	\$3,250,000
Assessed Value	\$3,932,500	\$3,575,000	\$3,250,000

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$367,500	\$725,000	
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION	
ALTON BEACH 1ST SUB PB 2-77	
LOT 18 & N1/2 LOT 19 BLK 57	
LOT SIZE 75.000 X 175	
OR 16762-0696 0495 1	



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,932,500	\$3,575,000	\$3,250,000
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,300,000	\$4,300,000	\$3,250,000
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,932,500	\$3,575,000	\$3,250,000
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,932,500	\$3,575,000	\$3,250,000

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
06/04/2024	\$20,000,000	34264-0280	Qual on DOS, multi-parcel sale
06/30/2015	\$4,600,000	29679-2984	Not exposed to open-market; atypical motivation
04/01/1995	\$800,000	16762-0696	Sales which are qualified

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# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On: 09/08/2024

PROPERTY INFORMATION	
Folio	02-3234-019-1190
Property Address	1500 COLLINS AVE MIAMI BEACH, FL 33139-4122
Owner	INVERAMA USA CORP , C/O GROUP PERALADA ET AL
Mailing Address	1500 COLLINS AVE MIAMI BEACH, FL 33139
Primary Zone	6501 COMMERCIAL - MIXED USE ENTERTAINMENT
Primary Land Use	3921 HOTEL OR MOTEL : HOTEL
Beds / Baths /Half	115 / 115 / 0
Floors	4
Living Units	163
Actual Area	72,554 Sq.Ft
Living Area	72,554 Sq.Ft
Adjusted Area	68,337 Sq.Ft
Lot Size	60,445 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$19,611,250	\$19,611,250	\$19,611,250
Building Value	\$14,188,750	\$13,638,750	\$19,288,750
Extra Feature Value	\$0	\$0	\$0
Market Value	\$33,800,000	\$33,250,000	\$38,900,000
Assessed Value	\$31,687,033	\$28,806,394	\$26,187,631

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$2,112,967	\$4,443,606	\$12,712,369

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION	
ALTON BEACH 1ST SUB PB 2-77	
LOTS 1 & 2 & ST LYG N & ADJ	
& LOTS 3-4-5 BLK 76 & S1/2 OF LOT	
19 & ALL OF LOT 20 LESS W100FT &	
ST LYG & ADJ BLK 57	



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$31,687,033	\$28,806,394	\$26,187,631
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$33,800,000	\$33,250,000	\$38,900,000
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$31,687,033	\$28,806,394	\$26,187,631
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$31,687,033	\$28,806,394	\$26,187,631

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
01/18/2018	\$58,200,000	30834-3786	Qual by exam of deed
07/17/2013	\$5,995,000	28730-3186	Transfer where the sale price is verified to be part of a package or bulk sale.
09/01/1978	\$883,333	10171-0480	Sales which are qualified

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**This instrument was prepared by:**

**Name:** Michael W. Larkin, Esq.  
**Address:** 200 S. Biscayne Blvd, Suite 850  
Miami, Florida 33131

(Space reserved for Clerk)

**COVENANT  
IN LIEU OF UNITY OF TITLE**

*WHEREAS*, **WASHINGTON GARDENS, INC.**, a Florida corporation, and **WASHINGTON GARDENS MB, LLC**, a Florida limited liability company (collectively, the “WP Owner”), having offices at 1228 Alton Road, Miami Beach, Florida 33139, is the fee simple owner of those certain properties in Miami Beach, Florida described in **Exhibit “A”** (collectively, the “Washington Properties”); and

*WHEREAS*, **HADDON HALL HOTEL OWNER, LLC**, a Delaware limited liability company (the “HHP Owner”), having offices at 1500 Collins Avenue, Miami Beach, Florida 33139, is fee simple owner of those certain properties in Miami Beach, Florida described in **Exhibit “C”** (collectively, the “Haddon Hall Properties”); and

*WHEREAS*, the Washington Properties and the Haddon Hall Properties (together referred to as the “Total Properties”) are to be submitted as a unified development site, consistent with Section 118-5 of the Miami Beach Code (the “Code”), for the purpose of combined Floor Area Ratio calculation (“FAR”) for the City of Miami Beach, Florida (also referred to herein as the “City”); and

*WHEREAS*, the WP Owner and HHP Owner (together referred to as “Owners”) agree to have the Total Properties function as a unified development site for FAR purposes as contemplated by Section 118-5 of the Miami Beach Code;

*NOW, THEREFORE*, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WP Owner and HHP Owner hereby freely, voluntarily and without duress covenant and agree as follows:



1. The recitals set forth above are true and correct and are adopted herein.
2. The agreement hereunder on the part of Owners shall constitute a covenant running with the land with respect to the Total Properties and will be recorded, at WP Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the successors and assigns of the Owners, until such time as the same is released in writing as hereinafter provided.
3. The subject site will be developed as a unified development site in substantial accordance with the approved site plan, after one has been submitted and approved under the City's land development regulations in connection with this Covenant in Lieu of Unity of Title. No modification shall be effectuated to such site plan without the written consent of (i) the then owner(s) of the phase or portion of the Total Properties for which modification is sought, (ii) all other owners within the original unified development site (i.e. of the Total Properties), or their successors, whose consent shall not be unreasonably withheld, and (iii) the Director of the City's Planning Department; provided the Director finds that the modification is in compliance with the land development regulations. Should the Director withhold such approval, the then owner(s) of the phase or portion of the Total Properties for which modification is sought shall be permitted to seek such modification by application to modify the plan at public hearing before the appropriate City board or the City Commission of Miami Beach, Florida (whichever by law has jurisdiction over such matters). Such application shall be in addition to all other required approvals necessary for the modification sought.
4. In the event of additional multiple ownerships subsequent to site plan approval, each of the subsequent owners shall be bound by the terms, provisions and conditions of this Covenant in Lieu of Unity of Title. Owners further agree that they will not convey portions of the Total Properties to such other parties unless and until the Owners and such other party or parties shall have executed and mutually delivered, in recordable form, an instrument to be known as an Easement and Operating Agreement which shall contain, among other things:
  - (i) Easements in the common area of each parcel for ingress to and egress from the other parcels;
  - (ii) Easements in the common area of each parcel for the passage and parking of vehicles;
  - (iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;
  - (iv) Easements for access roads across the common area of each parcel to public and private roadways;
  - (v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
  - (vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
  - (vii) Easements upon each such parcel in favor of each adjoining parcel for the

- installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
- (viii) Easements on each parcel for attachment of buildings;
  - (ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from the adjoining parcels such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
  - (x) Appropriate reservation of rights to grant easements to utility companies;
  - (xi) Appropriate reservation of rights to road right-of-ways and curb cuts;
  - (xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
  - (xiii) Appropriate agreements between the owners of the Total Properties as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.
5. The Easement and Operating Agreement provisions or portions thereof set forth in **Paragraph 4** above, may be waived by the Director if they are not applicable to the Total Properties or portion thereof (such as for conveyances to purchasers of individual condominium units). These provisions of the Easement and Operating Agreement shall not be amended without prior written approval of the City Attorney. In addition, such Easement and Operating Agreement shall contain such other provisions with respect to the operation, maintenance and development of the Total Properties as to which the parties thereto may agree, or the Director may require, all to the end that although the Total Properties may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.
6. The Washington Properties are currently entitled to Fifty Five Thousand Two Hundred Fifty (55,250) square feet of FAR. The Haddon Hall Properties are currently entitled to One Hundred Twenty Thousand Eight Hundred Ninety (120,890) square feet of FAR. The Total Properties are currently entitled to One Hundred Seventy Six Thousand One Hundred Forty (176,140) square feet of FAR. The WP Owner shall be entitled to use, for the development of the Washington Properties, and in addition to the 55,250 square feet of FAR already allocated thereto, a total of Forty Thousand (40,000) square feet of additional FAR, and no more, available from the Haddon Hall Properties. This FAR derived from the Haddon Hall Properties shall be transferred as follows (the current FAR analysis is attached hereto as **Exhibit "B"**):
- a. Ten Thousand (10,000) square feet of FAR shall be derived from the CD-2 zoned property identified within folio # 02-3234-019-1190 and commonly referred to as the "Campton Building Property" (as more particularly described on **Exhibit "C"** attached hereto). The Campton Building Property is currently entitled to Thirty Six Thousand (36,000) square feet of FAR and is currently developed with a total FAR of Sixteen Thousand Six Hundred Thirty Three (16,633) square feet, such that after



the transfer it will have Nine Thousand Three Hundred Sixty Seven (9,367) square feet of FAR remaining.

- b. Fifteen Thousand (15,000) square feet of FAR shall be derived from the MXE zoned property identified within folio # 02-3234-019-1190 and commonly known as the "Haddon Hall Pool Property" (as more particularly described on **Exhibit "C"** attached hereto). The Haddon Hall Pool Property is currently entitled to Twenty One Thousand Seven Hundred Fifty (21,750) square feet of FAR and is currently developed with a total FAR of Five Thousand Nine Hundred Seventy (5,970) square feet such that after the transfer it will have Seven Hundred Eighty (780) square feet of FAR remaining.
  - c. Fifteen Thousand (15,000) square feet of FAR shall be derived from the MXE zoned property identified within folio # 02-3234-019-1190 and commonly known as the "Haddon Hall Hotel Property" (as more particularly described on **Exhibit "C"** attached hereto). The Haddon Hall Hotel Property is currently entitled to Sixty Three Thousand One Hundred Forty (63,140) square feet of FAR and is currently developed with a total FAR of Forty Three Thousand Eighty Four (43,084) square feet such that after the transfer it will have Five Thousand Fifty Six (5,056) square feet of FAR remaining.
7. The use of the Campton Building Property shall be restricted such that at all times if the FAR exceeds 1.5 on all properties with an underlying zoning district of CD-2, more than twenty five percent (25%) of the total area of the buildings with an underlying zoning district of CD-2 shall be used for residential or hotel units in accordance with Section 142-307 (d)(2) of the Code. Except as described in and as expressly permitted for WP Owner's use pursuant to **Paragraph 6** above, the WP Owner may not use any additional FAR from the Haddon Hall Properties. In the event that the amount of permitted FAR on the Total Properties is increased by changes in the Code, then such additional FAR shall be deemed to be allocated to each applicable portion of the Total Properties that generates the additional FAR.
  8. The provisions of this instrument shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and, unless terminated in accordance with **Paragraph 2** above, shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in accordance with the provisions of **Paragraph 9** below.
  9. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument executed by the then owner or owners of the Total Properties, with joinders by any mortgagees, provided that the same is also approved by the Planning

Director of the City of Miami Beach, or his or her successor, or a City board if such has jurisdiction of the matter at the time of the request.

10. Should this Covenant in Lieu of Unity of Title be released, amended, or modified in accordance with **Paragraph 9** hereof, the Planning Director, or his or her successor, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release. No release, amendment or modification shall be effective without the approval of the Director or his successor.
11. Enforcement shall be by action against any parties or persons violating or attempting to violate any of these covenants. The prevailing party in any action or suit arising out of or pertaining to this Covenant in Lieu of Unity of Title shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may determine to be reasonable for the services of its attorney. This enforcement provision is in addition to any other remedy at law, in equity or both.
12. Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions, which shall remain in full force and effect.
13. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
14. This Covenant in Lieu of Unity of Title shall be recorded in the public records of Miami-Dade County at the WP Owner's expense.
15. In the event of a violation of this Covenant in Lieu of Unity of Title or the violation by any portion of the Total Properties of any applicable law, rule or regulation (collectively, a "Violation"), the City is hereby authorized to withhold any future permits, to refuse to make any inspections or grant any approvals, and/or to pursue any other rights or remedies available to the City (collectively, the "Remedies"), for the applicable portion of the Total Properties that is causing a Violation, until such time as the same is cured.
16. In the event an Owner subjects all or a part of its portion of the Total Properties to a condominium regime of ownership and/or a declaration of restrictions under a property owner association, the condominium, homeowner and/or other similar association created thereby shall be deemed to be the Owner of such portion of the Total Properties under this Covenant in Lieu of Unity of Title and shall in all instances be deemed to be designated as the party to grant or withhold the consent of the Owner under this Covenant in Lieu of Unity of Title with respect thereto. The Other Owners shall have the right to rely upon this

designation for all purposes hereunder and shall have the right to rely upon the authority of the board of such association or any officer of such association.

17. HHP Owner covenants and agrees to reasonably cooperate with WP Owner and its representatives and to execute any and all documents reasonably required for the transfer of the FAR contemplated by **Paragraph 6** hereof and for the redevelopment of the Washington Properties and the related site plan approval process, including, but not limited to, appearance at public hearings, city staff meetings, or other meetings related to the site plan approval as may be reasonably requested by WP Owner. HHP Owner's cooperation shall be at no cost or expense to the HHP Owner and, if any such costs or expenses are to be so incurred, then the HHP Owner shall have no obligation to undertake such cooperative actions, unless reimbursed by the WP Owner.
18. The distribution of allowable FAR contemplated herein shall be subject to the review and approval of the Planning Director, and shall be in full accordance with the applicable provisions of the Land Development Regulations of the Code of the City of Miami Beach.

[SIGNATURE PAGES TO FOLLOW]

Signed, witnessed, executed and acknowledged this 26 day of April, 2017.

## WITNESSES:

[Signature]  
Print Name: Jonathan D. Beloff

[Signature]  
Print Name: SHERY GOMEZ

## WP OWNER:

**WASHINGTON GARDENS, INC.,** a  
Florida corporation

By: [Signature]

Name: James Resnick  
Title: Vice-President

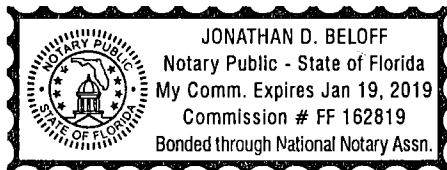
STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

SS:

The foregoing instrument was acknowledged before me this 26 day of April, 2017, by James Resnick who is the Vice President of WASHINGTON GARDENS, INC., a Florida corporation, who executed the foregoing document on behalf of such corporation, who [ X ] is personally known to me, or [ ] has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]



Notary: [Signature]  
Print Name: Jonathan D. Beloff

Notary Public, State of Florida

My commission expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

## WITNESSES:

Jonathan D. Beloff  
 Print Name: **Jonathan D. Beloff**

Sherry Gomez  
 Print Name: **Sherry Gomez**

**WASHINGTON GARDENS MB, LLC, a**  
 Florida limited liability company

By: [Signature]

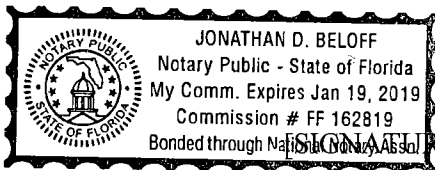
Name: James Beonick  
 Title: Authorized Member

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE ) SS:

The foregoing instrument was acknowledged before me this 28 day of April, 2017, by James Beonick, as Authorized Member of WASHINGTON GARDENS MB, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me, or [ ] has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]



Notary: [Signature]  
 Print Name: **Jonathan D. Beloff**

Notary Public, State of Florida

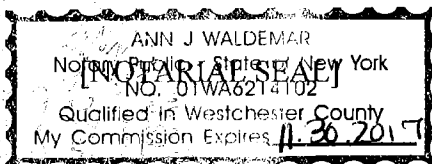
My commission expires:

SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

**WITNESSES:**Print Name: Michelle MunzPrint Name: Kathy Bucaro**HHP OWNER:****HADDON HALL HOTEL OWNER, LLC,**  
a Delaware limited Liability CompanyBy: Walter P. SchmidtName: Walter P. SchmidtTitle: Vice PresidentSTATE OF New York )  
COUNTY OF New York )

SS:

The foregoing instrument was acknowledged before me this 27 day of April, 2017,  
by Walter P. Schmidt, as Vice President of HADDON HALL  
HOTEL OWNER, LLC, a Delaware limited liability company, on behalf of the company, who  
[ ☒ ] is personally known to me, or [ ☐ ] has produced  
personally known to me as identification.

Notary: Ann J. WaldemarPrint Name: Ann J. WaldemarNotary Public, State of ~~Florida~~ New YorkMy commission expires: November 30, 2017Commission No. 01WA6214102

**CONSENT**

The undersigned, being the Lender under that certain Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 28, 2017, and recorded March 1, 2017 in Official Records Book 30440, Page 3206, of the Public Records of Miami-Dade County, Florida, hereby consents to this Covenant.

**ACREFI HOLDINGS J-I, LLC,**  
a Delaware limited liability company

By: ACREFI MORTGAGE LENDING, LLC,  
its managing member

By: ACREFI OPERATING, LLC,  
its managing member

By: APOLLO COMMERCIAL REAL  
ESTATE FINANCE, INC.,  
its managing member

By: \_\_\_\_\_  
Name: Jai Agarwal  
Title: Authorized Signatory

STATE OF NY )  
 )  
COUNTY OF NY ) ss:

The foregoing instrument was acknowledged before me this 27 day of April, 2017, by JAI AGARWAL, as Authorized Signatory of Apollo Commercial Real Estate Finance, Inc., as managing member of ACREFI Operating, LLC, as managing member of ACREFI Mortgage Lending, LLC, as managing member of ACREFI Holdings J-I, LLC, a Delaware limited liability company, who executed the foregoing document on behalf of the corporation, who ☒ is personally known to me, or ☐ has produced \_\_\_\_\_  
KNOWN TO ME as identification.

[NOTARIAL SEAL]

Notary: [Signature]  
Print Name: ELVIRA ALTIMARI-JAEGER

Notary Public, State of Florida NY  
My commission expires:

**ELVIRA ALTIMARI-JAEGER**  
Notary Public, State of New York  
No. 01AL6113151  
Qualified in Nassau County  
Commission Expires July 19, 2020

**CONSENT**

The undersigned, being the Mortgagee under that certain Purchase Money Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated June 30, 2015 and recorded in Official Records Book 29679, Page 2988 of the Public Records of Miami-Dade County, Florida, hereby consents to this Covenant.

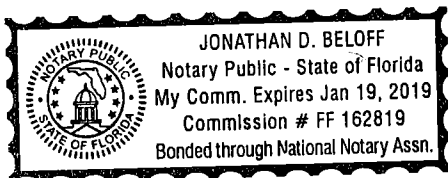
**1515 WASHINGTON AVENUE PROPERTIES, L.C.,**  
a Florida limited liability company

By: Burt Sestchin  
Name: Burt Sestchin  
Title: Manager

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

The foregoing instrument was acknowledged before me this 24 day of April, 2017, by Burt Sestchin, as Manager of Washington Avenue Properties, L.C., a Florida limited liability company, who executed the foregoing document on behalf of such association. who [ ] is personally known to me, or [ ☒ ] has produced Dr. License as identification.

[NOTARIAL SEAL]



Notary: Jonathan D. Beloff

Print Name: **Jonathan D. Beloff**

Notary Public, State of Florida  
My commission expires:



APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

Nick Etallagis  
City Attorney  
[Signature]  
City Planning Director

4-27-17  
Date  
4-27-17  
Date

**EXHIBIT "A"****Washington Properties Legal Description**

The West 100.00 feet of Lot 20 and the West 100.00 feet of the South ½ of Lot 19, Block 57 of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the Plat thereof, as recorded in Plat Book 2, at Page 77, of the Public Records of Miami-Dade County, Florida.

Together with:

Commencing at the Northwest corner of Lot 5, Block 76 of the aforementioned subdivision, thence run 70.00 feet North along the East right-of-way line of Washington Avenue to the Point of Beginning, thence run East 100.00 feet along the South line of Lot 20, thence run South 70.00 feet and 100.00 feet East of and parallel to the East right-of-way line of Washington Avenue, thence run West 100.00 feet along the North line of Lot 5 to the Point of Beginning.

FOLIO No. 02-3234-019-1180

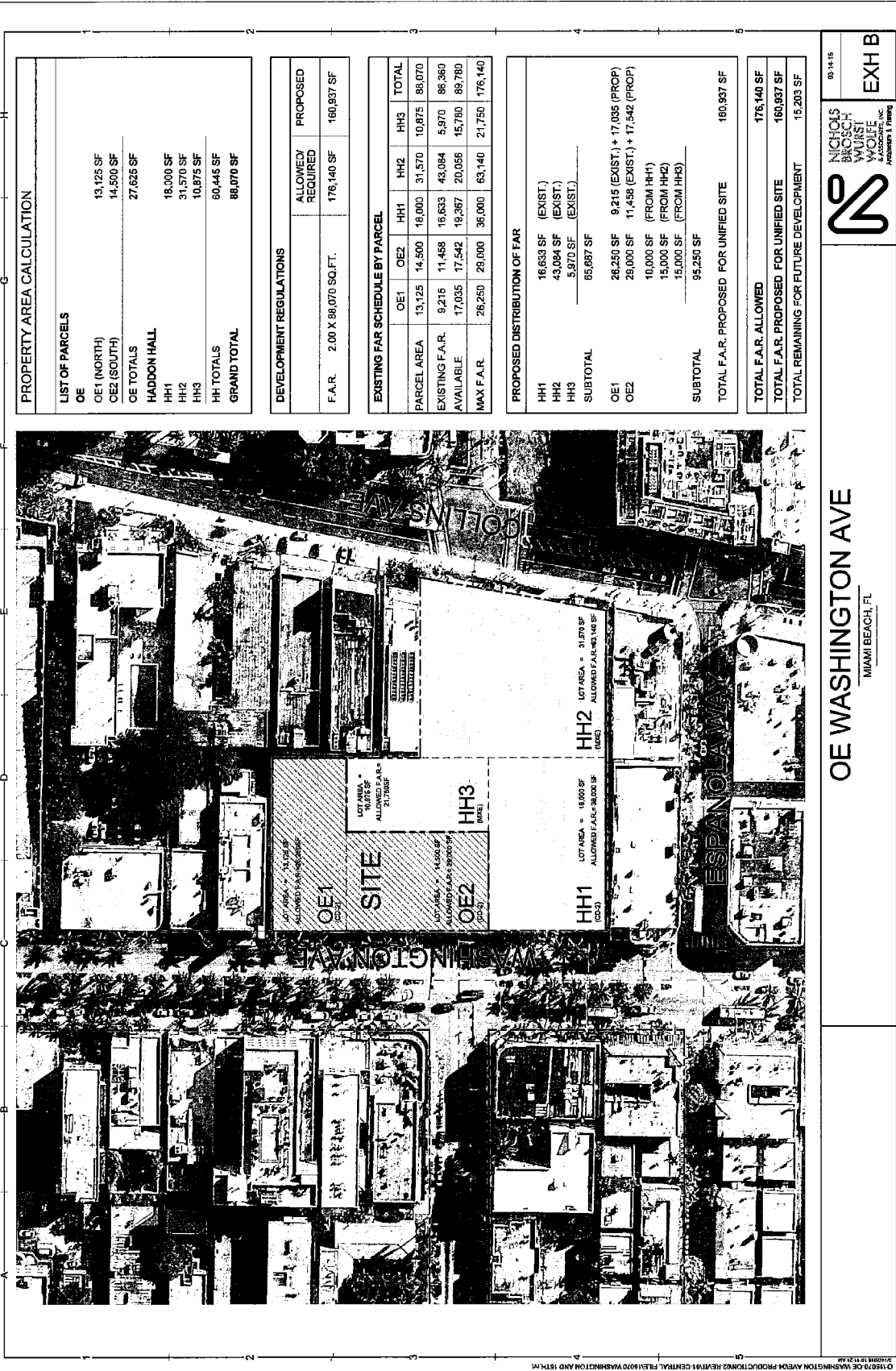
And

Lot 18 and the North ½ of Lot 19, Block 57, FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the Plat thereof, as recorded in Plat Book 2, at Page 77, of the Public records of Miami-Dade County, Florida

FOLIO No. 02-3234-019-1170

**EXHIBIT "B"****FAR Analysis**

<u>Building Name</u>	<u>Allowed FAR</u>	<u>Existing FAR</u>	<u>FAR Transfer</u>	<u>Remaining FAR</u>
Campton Building	36,000	16,633	15,000	4,367
Pool Property	21,750	5,970	15,000	780
Haddon Hall	63,140	43,084	10,000	10,056



OE WASHINGTON AVE

MIAMI BEACH, FL



NICHOLS  
BROSCH  
WURST  
WOLFE  
ARCHITECTS & PLANNING

03-11-18

EXH B

**EXHIBIT "C"**

**Haddon Hall Properties Legal Description**

Folio No. 02-3234-019-1190:

**Haddon Hall Hotel Property:**

Lots 1 and 2, and Strip lying North and adjacent thereto, Block 76, FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the Plat thereof, as recorded in Plat Book 2, at Page 77, of the Public records of Miami-Dade County, Florida.

**Haddon Hall Pool Property:**

South ½ of Lot 19 and all of Lot 20, Less the West 100 Feet thereof, and Strip lying South and adjacent thereto, Block 57, FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the Plat thereof, as recorded in Plat Book 2, at Page 77, of the Public records of Miami-Dade County, Florida.

**Campton Building Property:**

Lot 3, 4 and 5, in Block 76, of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the Plat thereof, as recorded in Plat Book 2, at Page 77, of the Public Records of Dade County, Florida .

**EXHIBIT "C" (continued)****Overall Legal Description of Haddon Hall Properties****PARCEL 1:**

Lots One (1) and Two (2) of Block Seventy-Six (76) of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the plat thereof as recorded in Plat Book 2, Page 77, of the Public Records of Miami - Dade County, Florida, and also the following described land: That part of vacated Fifteenth Street formerly known as Avenue D, described as follows: Begin at the Northeast corner of Lot 1 of Block 76 of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the plat thereof as recorded in Plat Book 2, Page 77, of the Public Records of Miami - Dade County, Florida; thence Northeasterly along West line of Collins Avenue a distance of 70.98 feet to the Southeast corner of Lot 1, of Block 57 of the aforesaid subdivision; thence Westerly along the Southerly line of Lot 1, Block 57 of the aforesaid subdivision a distance of 172.01 feet, more or less, to a point where the Westerly line of Lot 2 of Block 76 of the aforesaid subdivision extended Northerly intersects the Southerly line of Lot 1, of Block 57 of the aforesaid subdivision; thence Southerly a distance of 70 feet to the Northwest corner of Lot 2 of Block 76 of the aforesaid subdivision; thence Easterly along the Northerly line of Lots 2 and 1 of Block 76 of the aforesaid subdivision, a distance of 155.21 feet to the Point of Beginning.

AND

**PARCEL 2:**

Commencing at the Northwest corner of Lot 5, Block 76, of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, as same is shown upon a recorded Plat of said subdivision, recorded in Plat Book 2, Page 77, of the Public Records of Miami - Dade County, Florida; thence run East along the North line or said Block 76, a distance of one hundred (100) feet to the Point of Beginning of the Tract of land herein described:

From said Point of Beginning run North along a line deflecting 90 degrees to the left, said line being parallel to and one hundred (100) feet distant Easterly from the Easterly line of Washington Avenue, as above recorded, a distance of one hundred forty-five (145) feet to a point on the North line of the South 1/2 of Lot 19, Block 57, FISHER'S FIRST SUBDIVISION OF ALTON BEACH, as recorded in Plat Book 2, Page 77, of the Public Records of Miami - Dade County, Florida; thence run Easterly along a line deflecting 90 degrees to the right along the North line of the South 1/2 of Lot 19, Block 57, a distance of seventy-five (75) feet to a point on the West line of Lot 2, of said Block 57, thence run Southerly along a line deflecting 90 degrees to the right along the dividing line between Lots 1 and 2, and Lot 20 and the South 1/2 of Lot 19, Block 57, a distance

of seventy-five (75) feet to a point, said point being the Southeasterly corner of Lot 20, or the Southwesterly corner of Lot 1, of said Block 57; thence run Southeasterly along a line deflecting to the left  $04^{\circ} 05' 08.2''$ , a distance of 70.178 feet to a point, said point being the Northeasterly corner of Lot 3, of said Block 76, FISHER'S FIRST SUBDIVISION; thence run Westerly along a line deflecting to the right  $94^{\circ} 05' 08.2''$  along the Northerly line of said Block 76, a distance of eighty (80) feet to the Point of Beginning of the tract of land herein described.

TOGETHER with the easement described on Page 2 of that certain Deed from Daniel I. Taradash to Haddon Hall Corp., dated May 12, 1952, filed June 13, 1952 in Deed Book 3609, Page 25, of the Public Records of Miami - Dade County, Florida, but subject to the terms of such easement.