

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

CASE NO.: 07008582

25

LAS OLAS YACHT CLUB ASSOCIATES,  
LTD., and COOLIDGE SOUTH MARKETS  
EQUITIES, L.P.,

Plaintiffs,

-v-

STRANAHAN HOUSE, INC., FRIENDS  
OF THE PARK AT STRANAHAN HOUSE,  
INC., SCOTT STRAWBRIDGE, and  
JOHN DOES 1-50,

Defendants.

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A TRUE COPY  
HOWARD C. FORMAN  
CLERK OF CIRCUIT COURT

APR 19 2007

COMPLAINT

Plaintiffs LAS OLAS YACHT CLUB ASSOCIATES, LTD. ("LAS OLAS ASSOCIATES") and COOLIDGE SOUTH MARKETS EQUITIES, L.P. ("COOLIDGE"), by and through their undersigned counsel, sue defendants STRANAHAN HOUSE, INC. ("STRANAHAN HOUSE"), FRIENDS OF THE PARK AT STRANAHAN HOUSE, INC. ("FRIENDS"), SCOTT STRAWBRIDGE ("STRAWBRIDGE"), and JOHN DOES 1-50 for damages and declaratory relief, and allege as follows:

PARTIES

1. Plaintiff Coolidge acquired in 1998 a parcel of real property located at 500 East Las Olas Boulevard in downtown Fort Lauderdale, Florida ("Hyde Park Market Site" or "Property"). In 1997, the City of Fort Lauderdale (the "City") gave the Hyde Park Market Site

the zoning designation of RAC-CC, permitting, among other uses, high intensity residential development.

2. Plaintiff Las Olas Associates is an affiliate of Coolidge and the current owner by transfer of the Hyde Park Market Site. Las Olas Associates is the successor in interest to Plaintiff Coolidge.

3. Defendant Stranahan House is a Florida not-for-profit corporation with its principal place of business in Broward County, Florida. Stranahan House owns the Stranahan House, a nationally historically-designated building located at 335 S.E. 6<sup>th</sup> Avenue in Fort Lauderdale, Florida. The Stranahan House property is adjacent to the Hyde Park Market Site. Stranahan House currently is a designated tax exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code. Stranahan House, directly and through its political action committee, has opposed the development of the Hyde Park Market Site and sought, directly and indirectly, to acquire the Hyde Park Market Site for a park.

4. Defendant Friends is a Florida not-for-profit corporation with its principal place of business in Broward County, Florida. Friends is an association that purports to represent the interests of its individual members in protecting the Stranahan House as a regional historic resource. In reality, Friends is an agent and instrumentality of Stranahan House.

5. Defendant Scott Strawbridge ("Strawbridge") is a resident of Broward County, Florida, who apparently serves as the President of Friends and as a member of Friends's Board of Directors. On information and belief, Strawbridge is also a Director of Stranahan House and serves as an actual or *de facto* officer of Stranahan House. Additionally, Strawbridge has received monetary compensation from Stranahan House's political action committee for his efforts in opposing the development of the Hyde Park Market Site. Strawbridge, Friends, and

Stranahan House have acted as agents and instrumentalities of each other in furtherance of their common opposition to the development of the Hyde Park Market Site.

6. John Doe 1 is an individual and, upon information and belief, a resident of Broward County, Florida, who, in 2000, donated \$2 million to Stranahan House to further its efforts to prevent development on and to acquire the Hyde Park Market Site. Stranahan House and its representatives have from time to time suggested that John Doe 1 is a deceased individual, but have steadfastly refused to identify him/her in court proceedings and otherwise.

7. John Does 2-50 are individual defendants to be named once Plaintiffs have obtained the necessary discovery, who have conspired with the other defendants to unlawfully interfere with Plaintiffs' legal rights.

#### JURISDICTION AND VENUE

8. This is an action for declaratory relief and damages in excess of \$15,000, <sup>-?</sup> exclusive of costs and interest.

9. Venue and jurisdiction are proper pursuant to Fla. Stat. §§ 47.011, 47.051 and 48.193 because the causes of action set forth herein accrued in Broward County, Florida.

#### GENERAL ALLEGATIONS

##### **I. The Hyde Park Market Site**

10. In June 1998, Coolidge purchased the Hyde Park Market Site.

11. The Hyde Park Market Site is located in Fort Lauderdale's high-intensity downtown zoning district, the Regional Activity Center City Center District (RAC-CC). According to the City of Fort Lauderdale's Comprehensive Plan, the RAC-CC is intended to be the central downtown core area and to accommodate a wide range of high density residential and commercial uses.

12. While a neighbor to the historic Stranahan House, the Property has never been categorized as a Historical Preservation District and the City's Comprehensive Plan does not list the site as historically significant. In fact, in 1997, the City decided not to designate the property as historic and not to include it as a park site, but to zone the Property RAC-CC, which allows building development to 95% of lot coverage and to unlimited heights. At the time, Stranahan House voiced no objection to the City's decision.

13. In September 1999, in reliance of the City's regulations, Coolidge filed a site plan application with the City in order to erect a mixed use residential and retail building on the Property, which was consistent with RAC-CC zoning and the City's Comprehensive Plan.

## **II. The Eminent Domain Action**

14. It was not until Coolidge applied to build a high rise building on the Property that Stranahan House declared the Hyde Park Market Site to be historically significant, both as the Stranahan House's neighbor and independently, and opposed development on the site. Although Stranahan House took no action against other surrounding, equally intense developments on the Stranahan House's eastern border and to the Stranahan House's west, Stranahan House and its agents launched a wrongful campaign to stop the development of the Hyde Park Market Site and acquire it for a park.

15. Stranahan House began circulating false flyers and other printed materials to members of the public claiming that Coolidge was a greedy developer that was trying to destroy the Stranahan House.

16. Stranahan House and its agents amassed support to condemn the Property. They induced the City, in January 2000, to pass a resolution determining to undertake the acquisition of the Property "for park purposes."

17. Stranahan House then offered to help fund a condemnation action against Coolidge. Stranahan House and the City entered into an oral agreement under which Stranahan House would give monies and other litigation support. On June 22, 2000, consistent with this understanding, the City filed a Petition in Eminent Domain against Coolidge (the "Eminent Domain Action"). City of Fort Lauderdale v. Coolidge-South Equities, LLP, Case No. 00-10449 (09) (Circuit Court for the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida) (Andrews, J.).

18. Coolidge filed a counterclaim and, later, an amended counterclaim against the City for its bad faith filing of slow-taking procedures. Coolidge alleged that the City unlawfully referred the site plan to the Historic Preservation Board, filed the Eminent Domain Action and enacted a new "call-up" ordinance in order to stop Coolidge's development. Coolidge sought delay damages and a declaratory judgment that its development application met all applicable City Code requirements and must be approved.

19. Although not technically a party to the Eminent Domain Action, Stranahan House actively participated in the City's attempt to acquire the Property for a park. By its actions, agreements and understandings, Stranahan House placed itself in privity with the City, a party to the Eminent Domain Action, and, as a consequence, subjected itself to the related legal consequences, including application of the doctrines of collateral estoppel and res judicata.

### **III. Stranahan House's Written Agreement With the City**

20. On May 7, 2001, Stranahan House and the City entered into a written agreement (the "Agreement") memorializing their prior oral agreement. Under the Agreement, the City agreed to attempt to acquire all or a part of the Property and to report to Stranahan House on its efforts, and Stranahan House in return agreed to assist the City in its acquisition efforts and to be

bound by the City's decisions with respect to the proposed acquisition. A copy of the Agreement is attached as Exhibit A. The Agreement constitutes further evidence that Stranahan House placed itself in privity with the City in connection with the Eminent Domain Action.

21. In the Agreement, Stranahan House authorized the City to represent its interests in connection with the Hyde Park Market Site in whatever manner the City deemed appropriate:

**4.1 Fort Lauderdale, in its sole discretion, is responsible for all action to be taken in connection with the acquisition of the Property, subject to the provisions set forth herein, which responsibilities shall include, but not be limited to the planning and implementation of the purchase, acquiring appraisals, determining value and purchase price, obtaining the services of any and all experts necessary in relation to the purchase, including one or more eminent domain attorneys to represent the City and experts associated with the condemnation of the Property. Fort Lauderdale shall have the sole right and authority in all negotiations and determinations regarding the acquisition of the Property and the use and expenditure of funds from the Hyde Park Market Purchase Account. . . .**

(Id. at ¶ 4.1 (emphasis added)).

22. "Property" is defined in the Agreement to mean "the property known as the Hyde Park Market Site . . . or any portion of said property." (Id. at ¶ 2.4). Thus, the City could comply with the Agreement by acquiring a portion of the Hyde Park Market Site for a park.

23. Stranahan House also agreed to contribute financially to the City's chosen course of action, whether the City acquired all, some or none of the Property. Under the Agreement, Stranahan House was to contribute up to \$250,000.00 for acquisition expenses, including litigation fees, if there was no purchase of the Property and \$2,000,000.00 towards the purchase of the Property. (Id. at ¶ 5.1). Stranahan House ultimately contributed between \$250,000 and \$350,000 towards the City's legal fees in the Eminent Domain Action. In addition, Stranahan House otherwise assisted the City in its litigation efforts by, for example, providing one or more expert witnesses to testify on the City's behalf.

24. Only the City had the contractual right to terminate the Agreement:

7.2 In the event Fort Lauderdale, in its sole discretion, with or without cause, ceases efforts to acquire the Property, this Agreement shall terminate upon written notice to Stranahan House from Fort Lauderdale.

(Id. at ¶ 7.2).

#### **IV. The City Loses the Eminent Domain Action and Enters Into a Consent Final Judgment**

25. On March 21, 2002, the trial court entered its Order granting summary judgment against the City. The court found that there was neither reasonable necessity for taking Coolidge's property nor any legitimate public purpose. The court also found that the City failed to present substantial, competent evidence showing the Property as a historical resource. The court noted that the City's Unified Land Development Regulations ("ULDR") have never categorized the Property as a Historic Preservation District, the City's Comprehensive Plan has never listed the Property as historically significant and the Comprehensive Plan's Historic Preservation Element, which establishes the City's preservation goals respecting the City's historic resources, "does not include the subject property." The court concluded that there was no evidence that the Stranahan House's historic value would be affected adversely by Coolidge's development.

26. The parties thereafter decided to settle the Eminent Domain Action. On November 16, 2004, the City Commission, in a duly-noticed hearing, approved a settlement of the Eminent Domain Action that contemplated that the City would acquire from Coolidge, free of charge, a portion of the Property on which to construct a park and that Coolidge would submit a new site plan for a condominium on the remainder of the Property. Representatives of both Stranahan House and Friends, including Defendant Strawbridge, participated in that hearing. At

no time did Stranahan House or its agents deny that, pursuant to its Agreement with the City, Stranahan House was bound by the City's settlement determinations.

27. On November 17, 2004, following a hearing, the trial court entered a Consent Final Judgment, in which the parties stipulated and the court found, based on the evidence presented, that Coolidge's site plan complied with all of the applicable requirements and performance standards of the City's Unified Land Development Regulations, was consistent with the Comprehensive Land Use Plan of the City of Fort Lauderdale, and provided definite design restrictions as to building height and scale, building setbacks and positioning, spatial relations, open space pedestrian access, landscaping and view corridors which are compatible with the neighborhood and reasonably protect the historical resource of the adjacent Stranahan House and property. The Consent Final Judgment is attached hereto as Exhibit B.

28. The Consent Final Judgment contemplated that Coolidge would submit to the City an alternative site plan (the "Alternative Site Plan") under which Coolidge would convey a portion of the Property to the City for a park. The Consent Final Judgment required that the Alternative Site Plan be processed according to established procedures. Under the Consent Final Judgment, if Coolidge does not obtain the necessary approvals, except a building permit, for the Alternative Site Plan, together with all certificates of occupancy, Plaintiffs may pursue Coolidge's eminent domain counterclaims against the City.

**V. City's Approval of the Alternative Site Plan and Entry Into Development Agreement With Coolidge**

29. Coolidge filed its Alternative Site Plan application in April 2005. It was reviewed by the City's Development Review Committee in May 2005, by the City's Planning and Zoning Board in September 2005 and the City Commission in December 2005.



30. The Alternative Site Plan gave Stranahan House the park area it bargained for in its Agreement with the City. The Alternative Site Plan created a “‘Bosque’ type Plaza between Las Olas Boulevard and the Stranahan House by rotating the commercial and parking structure under the residential tower.” (Ex. B (Consent Final Judgment) at ¶ 5). Compared with the original site plan, the Alternative Site Plan repositioned the proposed building footprint, reduced the number of residential units, changed the angle of views, and increased the average height to 42 stories, to eliminate any building obstruction in front of the Stranahan House along Las Olas Boulevard and create a waterfront restaurant and outdoor café or other uses along the river walk. (Id.). The Alternative Site Plan moved the footprint of the building west, away from the Stranahan House, narrowed the width of the building, and changed the shape of the building to an ovoid, which the City’s consultant, Janus Research, concluded was a conscientious and substantive attempt to move the mass of the building away from the Stranahan House.

31. Coolidge sought Stranahan House’s input in designing and constructing certain elements of the Alternative Site Plan added to benefit Stranahan House.

32. On December 6, 2005, the City Commission held a public hearing to address the Alternative Site Plan. Stranahan House and its agents voiced opposition to the Site Plan. Nonetheless, following the hearing, the City Commission voted to approve the Alternative Site Plan. The City has since acknowledged in court pleadings that, with respect to compliance with the City’s Comprehensive Plan, the Alternative Site Plan is no different than the original site plan, which the court found complied with all applicable City requirements.

33. Subsequently, Coolidge and the City entered into a Development Agreement. A copy of the Development Agreement is attached hereto as Exhibit C. Pursuant to the Development Agreement, Coolidge and the City agreed that Coolidge would develop the

Property as authorized by the Consent Final Judgment and as approved by the City Commission, including development of the park or plaza between the residential building and the Stranahan House, and would, upon completion, contribute the park to the City at no cost to the City or Stranahan House, but at considerable cost (\$2 million) to Coolidge.

34. Stranahan House participated in the design of the Alternative Site Plan by providing comments on the park planning and design, many of which Coolidge incorporated.

Stranahan House was also given and accepted the opportunity to name the park that will be on the Hyde Park Market Site. At a public City Commission meeting, Stranahan House named the Park Laura Ward Park.

#### **VI. Defendants' Attacks On the City's Alternative Site Plan Approval**

35. Even though Stranahan House ended up with exactly what it bargained for in its Agreement with the City, a public park on the Property and more view corridor to the Stranahan House, Stranahan House decided that it wanted more.

36. Ignoring the Agreement with the City, Stranahan House and its agents embarked on a campaign to thwart the Consent Final Judgment and the City's approval of the Alternative Site Plan by filing successive legal and administrative actions challenging the City's acquisition determinations with respect to the Property.

37. First, on December 16, 2004, Stranahan House and Friends filed a Petition for Writ of Certiorari in the Circuit Court for Broward County, Stranahan House, Inc. et al. v. City of Fort Lauderdale, Case No. 04-19591 (In and for the Circuit Court for the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida), seeking to quash the City's resolution that approved the Consent Final Judgment.

38. Second, Stranahan House and Friends moved to disqualify the judge to whom the Petition was transferred. When that motion was denied, Petitioners filed a Petition for Writ of Certiorari in the Fourth District Court of Appeals, Stranahan House, Inc., et al. v. City of Fort Lauderdale, Case No. 4D05-1515, which denied the petition on December 7, 2005.

39. Third, although neither Stranahan House nor Friends ever sought Landmark Designation for the Hyde Park Market Site before entry of the Consent Final Judgment, on March 18, 2005, Stranahan House and Friends filed with the City an Application for Landmark Designation for the Property. Stranahan House and Friends are currently pursuing the Application for Landmark Designation. In an effort to create additional public pressure on the City Commission to designate the site historic, Stranahan House, through its agent Steve Tillbrook, under the guise of the City, provided a phony notice by mail that the matter would be considered at the May 2, 2005 meeting of the City's Historic Preservation Board, when the matter was not on the agenda.

40. Fourth, Stranahan House filed another lawsuit in the Circuit Court for Broward County, rehashing many of the same allegations from the Eminent Domain Action, the Petition for Writ of Certiorari and the Petition for Writ of Mandamus, and seeking a declaration and injunctive relief. Stranahan House, Inc. et al. v. City of Fort Lauderdale, Case No. 05-07006 (In the Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida). The circuit court dismissed the Complaint and Stranahan House did not appeal.

41. Fifth, Stranahan House and Friends filed a second Petition For Writ of Certiorari seeking to quash the City's approval in December 2005 of Coolidge's Alternative Site Plan. Stranahan House, et al. v. City of Fort Lauderdale, et al., Case No. 06-003045 (In the Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida). The circuit court denied

that Petition, along with the first Petition (which challenged the City's approval of the Judgment), on June 23, 2006.

42. Sixth, Stranahan House and Friends filed an action seeking declaratory and injunctive relief pursuant to Fla. Stat. § 163.3215, which provides for enforcement by private action of local comprehensive plans. Stranahan House, et al. v. City of Fort Lauderdale, et al., Case No. 06-003044 (In the Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida). On June 23, 2006, the trial court granted the City's Motion to Dismiss that lawsuit.

43. Seventh, on October 23, 2006, Stranahan House and Friends filed yet another Petition for Writ of Certiorari, this time with the Fourth District Court of Appeals, challenging the denial of their two certiorari petitions by the circuit court. Stranahan House, et al. v. City of Fort Lauderdale, et al., Case No. 4D06-4146. That certiorari petition remains pending. No Order to Show Cause has been issued by the Court.

44. Eighth, also on October 23, 2006, Petitioners appealed the dismissal of their declaratory judgment action under Fla. Stat. § 163.3215. Stranahan House, et al. v. City of Fort Lauderdale, et al., Case No. 4D06-4230. That appeal is currently pending.

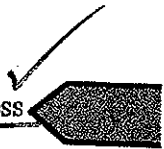
45. Defendant Strawbridge has indicated publicly that he will challenge any development on the Hyde Park Market Site. On March 5, 2007, Mr. Strawbridge expressed to the City's Historic Preservation Board his determination to keep Coolidge from developing on any portion of the Hyde Park Market Site: "I have been involved for those seven years . . . and I will be involved for another seven if that's what it takes."

**Count I – Tortious Interference With Development Agreement**  
**(Defendants Stranahan House and Friends)**

46. Plaintiffs incorporate and reallege Paragraphs 1 through 45, as though fully set forth herein.

47. Stranahan House and Friends are aware of Coolidge's Development Agreement with the City.

48. Under their Agreement with the City, Stranahan House and its representatives authorized and have agreed to be bound by the City's determination to enter into the Consent Final Judgment, approve the Alternative Site Plan and enter into the Development Agreement, and thereby to acquire a park on a portion of the Hyde Park Market Site.

49. Nevertheless, Stranahan House and Friends repeatedly have initiated baseless legal actions challenging the City's approval of the Alternative Site Plan. 

50. Stranahan House and Friends initiated those legal actions with the intent of interfering with Plaintiffs' contractual relationship with the City.

51. Stranahan House and Friends initiated the litigation in bad faith for the purpose of harassing Coolidge and Las Olas Associates and of thwarting and delaying development on the Hyde Park Market Site.

52. Stranahan House and Friends initiated the litigation with no belief in its merit. ✓

53. The pendency of the lawsuits has delayed Plaintiffs' construction of the development, to be called the Icon Las Olas, and of the park, as contemplated by the Development Agreement.

54. As a result, Plaintiffs have suffered damages, including delay damages caused by Plaintiff's resulting inability to sell condominium units at the Icon Las Olas prior to 2006, when the real estate market was at its height, having to sell condominium units at a price lower than that originally anticipated, increased marketing and sales expenses, together with interest, costs, and such other and further relief as the Court deems proper.

WHEREFORE, Plaintiffs demand judgment against Stranahan House and Friends for compensatory and consequential damages, costs, interest and such other and further relief as this Court deems just and proper.

**Count II – Tortious Interference With Advantageous Business Relationships**  
**(Defendants Stranahan House and Friends)**

55. Plaintiffs incorporate and reallege Paragraphs 1 through 45, as though fully set forth herein.

56. Plaintiffs have advantageous business relationships with identifiable real estate brokers and agents in and around Fort Lauderdale and with identifiable potential purchasers of condominium units at the Icon Las Olas.

57. Stranahan House and Friends generally are aware of these advantageous business relationships.

58. Under their Agreement with the City, Stranahan House and its representatives authorized and have agreed to be bound by the City's determination to enter into the Consent Final Judgment, approve the Alternative Site Plan and enter into the Development Agreement, and thereby to acquire a park on a portion of the Hyde Park Market Site.

59. Nevertheless, Stranahan House and Friends repeatedly have initiated baseless legal actions challenging the City's approval of the Alternative Site Plan.

60. Stranahan House and Friends initiated those legal actions with the intent of interfering with Plaintiffs' advantageous business relationships with real estate brokers and agents, and with potential buyers.

61. Stranahan House and Friends initiated the litigation in bad faith for the purpose of harassing Coolidge and Las Olas Associates and of thwarting and delaying development on the Hyde Park Market Site.

62. Stranahan House and Friends initiated the litigation with no belief in its merit.

63. Because of the ongoing litigation initiated by Stranahan House and Friends, numerous, identifiable real estate brokers and agents have declined to show prospective condominium buyers the Icon Las Olas and certain identifiable purchasers have determined not to purchase a condominium unit.

64. As a result, Plaintiffs have suffered damages, including delay damages caused by Plaintiffs' resulting inability to sell condominium units at the Icon Las Olas prior to 2006, when the real estate market was at its height, having to sell condominium units at a price lower than that originally anticipated, increased marketing and sales expenses, increased costs, including costs associated with continuing to pay sales, marketing and administrative staff and others involved in selling condominium units at the Icon Las Olas, and carrying costs, together with interest, costs, and such other and further relief as the Court deems proper.

WHEREFORE, Plaintiffs demand judgment against Stranahan House and Friends for compensatory and consequential damages, costs, interest and such other and further relief as this Court deems just and proper.

**Count III – Tortious Interference With Advantageous Business Relationships**  
**(Defendants Stranahan House and Friends)**

65. Plaintiffs incorporate and reallege Paragraphs 1 through 45, as though fully set forth herein.

66. Plaintiffs have advantageous business relationships with various lending institutions, which have in the past provided preconstruction and construction loans for various developments.

67. Stranahan House and Friends generally are aware of these advantageous business relationships.

68. Under their Agreement with the City, Stranahan House and its representatives authorized and have agreed to be bound by the City's determination to enter into the Consent Final Judgment, approve the Alternative Site Plan and enter into the Development Agreement, and thereby to acquire a park on a portion of the Hyde Park Market Site.

69. Nevertheless, Stranahan House and Friends repeatedly have initiated baseless legal actions challenging the City's approval of the Alternative Site Plan.

70. Stranahan House and Friends initiated those legal actions with the intent of interfering with Plaintiffs' advantageous business relationships with its lending institutions.

71. Stranahan House and Friends initiated the litigation in bad faith for the purpose of harassing Coolidge and Las Olas Associates and of thwarting and delaying development on the Hyde Park Market Site.

72. Stranahan House and Friends initiated the litigation with no belief in its merit.

73. Because of the ongoing litigation initiated by Stranahan House and Friends, specific, identifiable lending institutions have required that Coolidge's principals provide personal guarantees as a condition to making preconstruction loans to Coolidge or have required higher interest payments.

74. As a result, Plaintiffs have suffered damages, including delay damages caused by Plaintiffs' resulting inability to sell condominium units at the Icon Las Olas prior to 2006, when the real estate market was at its height, having to sell condominium units at a price lower than that originally anticipated, increased marketing and sales expenses, increased costs, including costs associated with continuing to pay sales, marketing and administrative staff and others involved in selling condominium units at the Icon Las Olas, and carrying costs, together with interest, costs, and such other and further relief as the Court deems proper.



WHEREFORE, Plaintiffs demand judgment against Stranahan House and Friends for compensatory and consequential damages, costs, interest and such other and further relief as this Court deems just and proper.

**Count IV – Abuse of Process (Stranahan House and Friends)**

75. Plaintiffs incorporate and reallege Paragraphs 1 through 45, as though fully set forth herein.

76. Defendants applied for and are pursuing landmark designation for the Hyde Park Market Site to accomplish not the landmark designation, but to hinder Plaintiffs' ability to develop the Property in accordance with the approved Alternative Site Plan.

77. Pursuant to the City's Unified Land Development Regulations ("ULDR"), the City has to power to designate individual landmarks and landmark sites.

78. Once a site is designated as a landmark, no new construction, demolition or alteration can proceed on the site until the City's Historic Preservation Board has issued a certificate of appropriateness. City ULDR § 47-16.6.

79. Accordingly, if the Hyde Park Market Site is designated as an historic landmark, Stranahan House and Friends could and likely would seek to delay Plaintiffs' completion of the approved development on the Property.

80. Because Stranahan House and Friends cannot rightfully halt development of the Alternative Site Plan through their lawsuits, which wrongfully challenge the very decisions Stranahan House authorized the City to make under the Agreement, Stranahan House and Friends seek to pervert the landmark designation process. Defendants seek to create a historic designation on property the court already has declared non-historic for the purpose of continuing to delay or of thwarting Plaintiff's development.

81. The pendency of the Defendants' application for landmark designation, including the petition for writ of certiorari and petition for writ of mandamus associated with that application, has delayed Plaintiffs' development of the Icon Las Olas.

82. As a result, Plaintiffs have suffered damages, including delay damages caused by Plaintiffs' inability to sell condominium units at the Icon Las Olas prior to 2006, when the real estate market was at its height, having to sell condominium units at a price lower than that originally anticipated, increased marketing and sales expenses, increased costs, including costs associated with continuing to pay sales, marketing and administrative staff and others involved in selling condominium units at the Icon Las Olas, together with interest, costs, and such other and further relief as the Court deems proper.

WHEREFORE, Plaintiffs demand judgment against Stranahan House and Friends for compensatory and consequential damages, costs, interest and such other and further relief as this Court deems just and proper.

**Count V – Civil Conspiracy (All Defendants)**

83. Plaintiffs incorporate and reallege Paragraphs 1 through 45, as though fully set forth herein.

84. Defendants agreed and conspired between themselves for Stranahan House and Friends to initiate the litigation and administrative actions, described above, challenging the City's actions and determinations regarding acquisition of a park on a portion of the Hyde Park Market Site.

85. Defendants agreed to initiate and did initiate those legal actions with the intent to delay and thwart Plaintiffs' development of the Hyde Park Market Site consistent with the Alternative Site Plan.

86. Defendants agreed to initiate and did initiate those legal actions with the intent of interfering with Plaintiffs' contractual and advantageous business relationships with the City, with real estate brokers and agents, with potential condominium buyers, and with lending institutions.

87. Defendants acted in bad faith for the purpose of harassing Plaintiffs and of thwarting and delaying development on the Hyde Park Market Site.

88. Defendants initiated the actions with no belief in their merit.

89. Because of the pendency of the litigation and administrative action, Plaintiffs' construction of the Alternative Site Plan and of the park, pursuant to the Development Agreement, has been delayed.

90. Additionally, because of the pendency of the litigation and administrative action, identifiable real estate brokers and agents have declined to show prospective condominium purchasers the Icon Las Olas and certain identifiable purchasers have determined not to purchase a condominium unit.

91. Also, because of the pendency of the litigation and administrative action, identifiable lending institutions have declined to approve preconstruction loans in connection with the Icon Las Olas under the same terms as would otherwise have been available.

92. As a result, Plaintiffs have suffered damages, including delay damages and increased costs, together with interest, costs, and such other and further relief as the Court deems proper.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory and consequential damages, costs, interest and such other and further relief as this Court deems just and proper.

**Count VI – Declaratory Judgment (Stranahan House)**

93. Plaintiffs incorporate and reallege Paragraphs 1 through 45, as though fully set forth herein.

94. This is an action for declaratory judgment pursuant to Fla. Stat. §§ 86.011, 86.021 and 86.111.

95. A dispute and controversy exists between Plaintiffs and Stranahan House regarding the effect of Stranahan House's Agreement with the City on Stranahan House's right to challenge the City's entry into the Consent Final Judgment, the City's approval of the Alternative Site Plan, and the City's entry into the Development Agreement.

96. Plaintiffs maintain that Agreement is binding, valid and enforceable. Plaintiffs further maintain that the terms of the Agreement constitute a knowing waiver of Stranahan House's right to initiate and maintain any legal or administrative action challenging the City's determination to acquire a park on a portion of the Hyde Park Market Site through the process set out in the Consent Final Judgment, including its determination that the Alternative Site Plan complies with all applicable City regulations and its determination to approve the Alternative Site Plan and enter into the Development Agreement. Plaintiffs also maintain that, as a consequence of the Agreement, Stranahan House is in privity with the City and is bound by the Consent Final Judgment as if it were a party to the Eminent Domain Action. Accordingly, Plaintiffs maintain that the Agreement precludes Stranahan House from maintaining any of the above-described litigation and administrative proceedings and from initiating any additional lawsuits or administrative proceedings challenging the City's determinations.

97. Conversely, Stranahan House maintains that the Agreement is unenforceable and does not preclude it from suing to overturn the City's determinations regarding acquisition of a portion of the Hyde Park Market Site for a park.

98. A present justiciable controversy exists between Plaintiffs and Stranahan House with respect to the rights, status and relations of the parties, including Stranahan House's right to challenge Plaintiffs' development of the Alternative Site Plan, and the dispute gives rise to a bona fide, actual, present, and practical need for a declaration of rights.

99. Plaintiffs are in doubt about their rights, status and legal relations, which are affected by the Agreement.

100. The relief sought is not merely the giving of legal advice by the Court.

WHEREFORE, Plaintiffs respectfully requests and demands that this Court enter its Declaratory Judgment finding and declaring that the Agreement is binding upon Stranahan House and constitutes a knowing waiver by Stranahan House of any right to challenge the City's determinations regarding acquisition of a portion of the Hyde Park Market Site, including its entry into the Consent Final Judgment, its determination that the Alternative Site Plan complies with all applicable regulations, its approval of the Alternative Site Plan, and its entry into the Development Agreement, and for such other relief as the Court deems just and proper.

#### **Count VII – Defamation (Stranahan House)**

101. Plaintiffs incorporate and reallege Paragraphs 1 through 45, as though fully set forth herein.

102. Beginning in approximately 2000, and continuing through the present, Stranahan House made and continues to make false and defamatory statements about Plaintiffs.

103. Stranahan House has circulated and mailed flyers and other printed materials to members of the public stating that Plaintiffs want to destroy the historic Stranahan House and that Plaintiffs are greedy.

104. Such statements have harmed Plaintiffs' reputation, so as to lower Plaintiffs in the estimation of the community and deter third persons from dealing with Plaintiffs.

105. As a result, Plaintiffs have suffered damages, including having to sell condominium units at the Icon Las Olas for less than originally anticipated, and increased costs, together with interest, costs, and such other and further relief as the Court deems proper.

WHEREFORE, Plaintiffs demand judgment against Stranahan House for compensatory and consequential damages, costs, interest and such other and further relief as this Court deems just and proper.

Plaintiffs demand a jury trial on all issues so triable.

Dated: April 17<sup>th</sup>, 2007

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