

NOTE: There is a three-minute time limit on all comments from the public, regardless of the subject matter. A request form is available from the Deputy Town Clerk; please fill it in and return it to her prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Thank you.

TOWN OF BAY HARBOR ISLANDS

August 11, 2014

AGENDA

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

REPORTS:

1. Report on investment performance by Mr. Dan Brea, BNY Mellon Private Wealth Management.

COUNCIL REPORTS:

GOOD AND WELFARE:

CONSENT AGENDA: Set for approximately 7:55 p.m. *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

2. **Approval** of Minutes for the following meetings:

- A. Minutes of a Regular Council meeting held on February 10, 2014
- B. Minutes of a Regular Council meeting held on March 10, 2014
- C. Minutes of a Organizational meeting held on April 7, 2014
- D. Minutes of a Regular Council meeting held on April 7, 2014
- E. Minutes of a Council Workshop held on May 8, 2014

UNFINISHED BUSINESS: Approximately 8:00 p.m.

3. **Discussion and approval** of an ordinance on first reading requested by Mayor Yaffe amending the hours of construction.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 12-26, PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

4. **Consideration and approval** on first reading of an ordinance amended Section 18-23 of the Town Code to require property owners to install infrastructure necessary to connect to underground installation of utilities in the event that during construction, a utility provider is unwilling to underground overhead wiring. This ordinance was requested by the Town Manager.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED UNDERGROUND UTILITIES; AND SPECIFICALLY AMENDING SECTION 18-22 ENTITLED NEW CONSTRUCTION AND REHABILITATED STRUCTURES, TO REQUIRE PROPERTY OWNERS TO INSTALL INFRASTRUCTURE NECESSARY TO CONNECT TO UNDERGROUND INSTALLATION OF UTILITIES IN THE EVENT THAT DURING CONSTRUCTION, A UTILITY PROVIDER IS UNWILLING TO UNDERGROUND OVERHEAD WIRING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approval.

POLL VOTE

5. **Approval** of Resolution No. ____ requested by Council Member Reid supporting Marriage Equality, urging the State of Florida to stop opposing Marriage Equality through the courts.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS COUNCIL SUPPORTING MARRIAGE EQUALITY, URGING THE STATE OF FLORIDA TO STOP OPPOSING MARRIAGE EQUALITY THROUGH THE COURTS.

STAFF RECOMMENDATION: Council Discretion

6. **Discussion and possible action** requested by Council Member Reid regarding the Town's status on the National Trust for Historic Preservation's list of America's 11 Most Endangered Historic Places. The discussion might include updating the 2006 survey that the town conducted and possibly offer some incentives to developers to include some MiMo features in future projects.

STAFF RECOMMENDATION: Council Discretion

7. **Discussion and possible action** requested by Council Member Reid regarding putting some questions on the ballot to amend the charter. Enclosed is a list of questions to be addressed.

STAFF RECOMMENDATION: Council Discretion

8. **Discussion and vote** on the Town Manager's request that the Town Council directly entertain the Bid protest for the Tennis Courts Contract.

STAFF RECOMMENDATION: Council Discretion

NEW BUSINESS: Approximately 8:35 p.m.

9. **Consideration and approval** of an ordinance on first reading amending the Town Code Section 23-11(C)(16)(f)(4) to require monthly pressure washing of the sidewalks as part of the manly maintenance required for sidewalk cafes. This ordinance was requested by the Town Manager.

CONSIDERATION AND POSSIBLE VOTE ON AN AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AND SPECIFICALLY AMENDING SECTION 23-11(C)(16)(f)(4) ENTITLED SIDEWALK CAFES/ OUTDOOR SEATING FOR RESTAURANTS, DEVELOPMENT STANDARDS AND REQUIREMENTS, TO INCLUDE PRESSURE WASHING OF THE SIDEWALKS NOT LESS THAN ONCE A MONTH AS A PART THE REQUIRED MAINTENANCE.

STAFF RECOMMENDATION: Approval

POLL VOTE

10. **Discussion and possible action** requested by Mayor Yaffe for approval of any Council Member that is interested in attending the upcoming Florida League of Cities 88th Annual Conference.

STAFF RECOMMENDATION: Council Discretion

11. **Discussion and possible action** requested by Mayor Yaffe regarding possible amendment to Section 23-11(D)(9) which applies to the RM-3 district, regarding building coverage.

STAFF RECOMMENDATION: Council Discretion

12. **Discussion and possible action** requested by Council Member Bruder and Council Member Reid to join the City of Miami Beach, Chamber of Commerce. Enclosed is the Membership information and prices.

STAFF RECOMMENDATION: Council Discretion.

13. **Discussion and possible action** requested by Council Member Bruder to join the Aventura Marketing Council. Enclosed is the Membership information and prices.

STAFF RECOMMENDATION: Council Discretion.

14. **Discussion and possible action** requested by Council Member Reid regarding mosquito spraying. Enclosed is a copy of a news article on mosquito spraying.

STAFF RECOMMENDATION: Council Discretion

15. **Consideration and Approval** of a private TDR transaction of the transfer of four (4) dwelling unit from 9350 Condo of Bay Harbor Association (9350 W. Bay Harbor Drive) to Beau Rivage, LLC (9781 E. Bay Harbor Drive). Enclosed is a copy of the staff report, application, contract, plans, and other supporting documents.
- STAFF RECOMMENDATION:** Approval
16. **Consideration and approval** of a private TDR transaction of the transfer of two (2) dwelling units from 9770 E. Bay Harbor Properties, LLC (1050 98th Street & 9770 - 9790 E. Bay Harbor Drive) to Bay Harbor Holdings, LLC (10201-10231 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, plans and other supporting documents.
- STAFF RECOMMENDATION:** Approval
17. **Consideration and approval** of a private TDR transaction of the transfer of four (4) dwelling unit from 9770 E. Bay Harbor Properties, LLC (9800 E. Bay Harbor Drive) to Bay Harbor Holdings, LLC (10201-10231 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, plans, and other supporting documents.
- STAFF RECOMMENDATION:** Approval
18. **Consideration and approval** of a private TDR transaction of the transfer of eight (8) dwelling unit from Bay Harbor Holdings, LLC (10270-10290 E. Bay Harbor Drive) to Bay Harbor Holdings, LLC (10201-10231 E. Bay Harbor Drive) Enclosed is a copy of the application, contract, plans and other supporting documents.
- STAFF RECOMMENDATION:** Approval
19. **Consideration and approval** of a private TDR transaction of the transfer of nine (9) dwelling units from Trio Commons Community Association, Inc. (9970, 9976, 9980 E. Bay Harbor Drive) to Island House Towers, LLC (9161 & 9201 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, plans, and other supporting documents.
- STAFF RECOMMENDATION:** Approval
20. **Consideration and approval** of a private TDR transaction of the transfer of two (2) dwelling unit from 9300 W. Bay Harbor Drive Condominium, Inc. (9300 W. Bay Harbor Drive) to Island Club Towers, LLC (9161 & 9201 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, plans, and other supporting documents.
- STAFF RECOMMENDATION:** Approval
21. **Approval of Agreement** with the City of Miami Beach to provide sewage conveyance for disposal services. The objective of the new agreement is to formalize the existing month to month arrangement
- STAFF RECOMMENDATION:** Approval
22. **Approval of Construction Engineering Inspection Services** for the Design Engineer, Calvin Giordano and Associates, to perform Construction Engineering Inspection Services during execution of the Contract to install new water mains on Kane Concourse. The amount of this request is \$19,470.00 and a copy of the proposal from CGA is attached.
- STAFF RECOMMENDATION:** Approval

ADJOURNMENT: Approximately 10:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**MINUTES OF A REGULAR MEETING
TOWN OF BAY HARBOR ISLANDS**

A regular meeting of the Town Council was held on Monday February 10, 2014 at 7:53 p.m. in the Council Chambers. Upon roll call the following Council Member responded:

Mayor Robert Yaffe
Council Member Stephanie Bruder
Council Member Kelly Reid
Council Member Isaac Salver

Vice Mayor Jordan Leonard
Council Member Joshua Fuller
Council Member Solange Rousselot

PRESENTATIONS:

- Presentation to the Bal Bay Police Athletic League (PAL) - Funds collected at the 8th Annual 5K/10K Run and Walk

Mayor Yaffe presented a check to the PAL program representative Jose Andrade, in the amount of \$12,213. He also thanked the staff for the planning and preparation of the event. Town Manager Wasson stated that an additional \$2,500 would be donated to the PAL program.

- Presentation to the winner of the T-Shirt design used at the 8th Annual 5K/10K Run and Walk

Mayor Yaffe presented a certificate of appreciation to the winner of the T-shirt design Contessa Sharp, and all participants for the T-shirt design.

REPORTS:

Item 1. Town Manager

Town Manager Wasson stated that Council Member Reid suggested having the holiday LED string lights year round. He added that the light decorations would be maintained by the Town at no cost.

ACTION: Consensus was to have the strings light all year round at no cost to the Town.

A. BNY Mellon report by Dan Brea

Dan Brea, came forward to address the Council. He reported the full year of 2013 for the Town's portfolio. He explained that the yield was at 2.3 %, the benchmark yield at 1.6 %, the average maturity across the portfolio was 1.09%, average duration of Town portfolio was 3.5 years, the benchmark was

3.84 years, the contingency was down 1.1%, general fund was down 1.89%, water fund was also down 1.69%, and the general fund was combating at 5.6%.

Item 2. Planning and Zoning Board Approvals

Town Clerk Marante stated that the Town received multiple applications for the Planning & Zoning Board since the members were up for renewal in May. She stated that she would present the Council with the current applications to fill the vacancy by the next Council meeting in March. She added that the cut off date for new applications for the Board would be for March 14, 2014.

Item 3. April Council Meeting

Town Clerk Marante stated that the April Council Meeting would conflict with Passover and was requesting to move the date for the Regular Council Meeting to April 7th.

ACTION: Consensus was to move the April Council Meeting to April 7th, 2014.

Item 4. Public Relations status report - Provided in writing

GOOD AND WELFARE:

Jed Frankel, 1231 99 Street, came forward to address the Council on behalf of the basketball club for Miami Beach Senior High School. He invited the Council to attend the next basketball game scheduled for Thursday February 13, 2014. He also asked for everyone to join them on Facebook.

Ken Eskin, 1310 99 Street, came forward to address the Council. He questioned why the letter regarding the Toll conversion was sent out so early. Town Manager Wasson stated that the letter was sent to keep the residents informed of what was happening. Mayor Yaffe also stated that the Annual Pass holder would be required to come in to the Town Hall office to do the conversion. Resident Eskin also stated that the Valet companies were taking over all the parking on Kane Concourse. Town Manager Wasson stated that he would have the Chief of Police look into that issue to see if they were abusing the parking.

Paul Ruthfield, 1231 95 Street, came forward to address the Council. He was concerned that a possible liability issue could come up for the Town because of the Car 2 Go program. He asked if there was a contract with the Car 2 Go company. Town Attorney Sherman stated that the Town did not have any liability and as per contract the company had provided the Town with Liability Insurance. He also added that the Town currently had an umbrella policy that protected the Town above and beyond.

Kathleen Kennedy, 9721 E. Bay Harbor Drive, came forward to address the Council. She stated that she was very disappointed in how the book deposit boxes looked in the park for the Library program for the kids. She passed out copies of pictures to show the Council that the boxes had bird feces on them. Council Member Bruder stated that the idea was to provide literature to the children who are unable to have books. She suggested having the boxes taken down, cleaned and re-decorated. Ms. Kennedy also asked why the senior's computer classes were being charged for and how many laptops were available. Assistant to the Town Manager, Regine Choute came forward to address the Council. She stated that there were a total of ten (10) computers, they met twice a week for two hours and more classes were added as requested by the seniors. Resident Kennedy felt that the Town should not be charging the seniors for the computer classes.

Frances Neu hut, 1060 Kane Concourse, came forward to address the Council. She felt that the Town Council and Staff were responsible for not properly recording the warranty deed for the private transactions of Transfer Developments Rights (TDR's) of the Monarch project. She stated that there was no unity of title when the permit was pulled for the Monarch Project.

CLOSED PUBLIC COMMENT

COUNCIL REPORTS:

Council Member Reid stated that Salomon Lickter passed away yesterday and his funeral was held today. She recognized him as a great educator as he served as a principal for Miami Beach High School, and Nautilus Middle School. She also reminded the residents of the new event Sunday Lecture Series at the Park. She stated that the first series would be called Sunday and Morris Broad is scheduled for February 16, 2014 at 11 a.m. She also added that the Environmental Impact Committee would be meeting on March 5, 2014 and the beatification award would be discussed at that time. She attended FIU Union of Concern scientist educational class and specific maps from Bay Harbor Islands were provided. She stated that a discussion on the sea level rise and the flooding that comes as a result was the topic. She also attended the Annual Gala for the Miami Dade League of Cities, and thanked the staff for the wonderful ad. She also attended the Miami Beach Joint Health Task Force on the Nurse Initiative for the school, and added that the Town's contribution would decrease. She also asked the Council to consider the puppy Ordinance, since that was a nationwide initiative to encourage adoption for puppies. She stated that she would like to have this Ordinance for consideration on the next agenda.

Council Member Salver stated that he too was very saddened by the news of the death of Salomon Lickter and also felt that he was a great educator. He reported that he was re-appointed by the Children Trust for another two (2) year term.

Council Member Fuller stated that he was working on bringing an improv group to the Town for the residents to see and hopefully get people to interact with local restaurants. He was thinking to schedule it for March 22, 2014 to be held in the Council Chambers, and if successful, he would like to hold these events on a quarterly basis.

Vice Mayor Leonard congratulated Council Member Salver on his re-appointment to the Children's Trust. He also asked the Council to consider a Resolution on the Town library in conjunction with the Community Center.

Mayor Yaffe reported that he attended a meeting in Surfside regarding the Nurse Initiative Program, the Library, and Fire Rescue. He added that he would like to add more activities to the Town.

At this time Item Number 11 was taken out of order.

Item 11. Approval of an agreement with the Monarch Hotel for the payment of the required 44 parking spaces. They propose to lease the spaces on an annual basis for a total amount of \$33,000 to be paid as provided by the Town Code Sec. 23-29.1(6).

ACTION: Council Member Bruder made a motion to approve the parking lease. Council Member Rousselot seconded the motion.

Council Member Salver was opposed to the idea of collecting fees for the Parking Trust, he felt that the Town was forfeiting capital. Council Member Bruder stated that this was not for the Parking Trust, it was just a lease. Vice Mayor Leonard also added that the money was an impact fee and that they were not getting any spaces. He explained that, when paying into the Parking Trust, it was a one-time fee versus the proposed lease of \$33,000 annually.

Council Member Bruder suggested having the money up front in at the time of signing in a lump sum.

PUBLIC COMMENT

Paul Ruthfield, 1231 – 95th Street, Kathleen Kennedy, 9170 E. Bay Harbor Drive, Ken Eskin, 1310 – 99th Street, and Frances Neuhut, 1060 Kane Concourse, were all opposed to the lease agreement with the Monarch Hotel. They felt that there was not enough space in the parking garage.

CLOSED PUBLIC COMMENT

Attorney Steve Wernick spoke on behalf of the applicant and stated that Ordinance was very specific. He added that tax revenue would increase because of the approved project. He also stated that the reason they are requesting the 44 spaces lease was because of the restaurant guests.

Council Member Reid stated that she went to the parking garage today and saw a total of fifty (50) parking spaces in covered parking.

There was a continued discussion regarding the options for payment of the lease, financing, lump sum payment annually, or monthly payments.

At this time Council Member Bruder withdrew her motion.

ACTION: Council Member Salver made a motion to approve the lease agreement with the condition to make full payment within sixty (60) days and the applicant would make a lump sum payment every year. Vice Mayor Leonard seconded the motion and it passed 6-1 with Council Member Reid opposed.

At this time Item number 12 was also taken out of order.

Item 12. Approval of a Resolution requested by Mayor Yaffe supporting the partnership with other municipalities to create a coalition in support of this initiative to influence gun manufacturers and distributors to use sales practices that prevent guns from falling into criminal hands.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; SUPPORTING EFFORTS TO REDUCE GUN VIOLENCE AND ILLEGAL FIREARMS TRAFFICKING THROUGH MORE RESPONSIBLE GUN SALES AND MARKETING PRACTICES; DIRECTING THE TOWN MANAGER TO COORDINATE WITH THE CHIEF OF POLICE TO PARTNER WITH OTHER MUNICIPALITIES TO CREATE A COALITION IN SUPPORT OF THIS INITIATIVE AND TO WORK WITH GUN AMMUNITION SUPPLIERS TO LEVERAGE THIS PURCHASING POWER TO PRESS FOR MORE RESPONSIBLE PRACTICES IN THE GUN INDUSTRY BY ENCOURAGING THE IMPLEMENTATION OF SALES AND MARKETING SAFEGUARDS THAT PREVENT GUNS FROM FALLING INTO CRIMINAL HANDS; DIRECTING THE TOWN CLERK TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO ALL SOUTH FLORIDA MUNICIPALITIES, ALL MEMBERS OF FLORIDAS CONGRESSIONAL DELEGATION, AND TO THE OBAMA ADMINISTRATION; PROVIDING FOR AN EFFECTIVE DATE.

Casey Woods, 9488 Byron Ave., came forward to address the Council. She was representing the Arms in Ethics Committee. She stated that the Resolution was focused on preventing criminals from obtaining

firearms and to press for more responsible practices in the gun industry. She also added that they have great support from the law enforcement community, which also makes their job a lot easier.

ACTION: Council Member Salver made a motion to approve the proposed Resolution. Council Member Fuller seconded the motion and it passed unanimously.

At this time Item number 7 was taken out of order.

Item 7. Discussion and possible approval of the proposal from Lynx Construction, Inc. in the amount of \$646,875 for the construction of 98th Street Park. Staff is also seeking an additional \$25,000 as contingency for any unforeseen issues that may arise.

Assistant Manager Jimenez requested Council approval of the new park design. He stated that a bathroom, storage room, and solar power lights were added to the park design. He also stated that the addition of a pool was estimated at \$35,000 dollars and it would not include the restrooms. He added that if a pool was added to the park design that the Council must consider staff for the pool, break room, and an office, which would increase the estimated price.

There was a brief discussion on the park design, possible design changes, restrooms, possible addition of staff, panic button, security features, pool, splash zones for kids, grants, changing tables for the restrooms, senior activities, and soccer programs for the residents.

OPEN PUBLIC COMMENT

Residents Edgar Martinez, 1145 101 Street, Luis Fernandez 1165 98 Street, Wali Salahuddin, 1140 99 Street, Esmeralda Velasquez, 9721 E Bay Harbor Drive, Elisa Thielen, 1020 94 St, Leyla Elias, 1165 98 Street, Kathleen Kennedy, 9721 East Bay Harbor Drive, Veronica Stefani, 9250 W. Bay Harbor Drive, respectfully asked the Council to approve the park design and to move forward. They felt that many of the older kids did not have a park and had to play at the neighboring cities playgrounds.

Residents Susan Luck, 10180 W. Bay Harbor Drive, and Paul Ruthfield, 1231 – 95 Street, were opposed to the 98th Street Park project. They felt that the Town should design something new and suggested keeping the open field that was in place at the time.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Leonard made a motion to approve the proposed project. Council Member Rousselot seconded the motion and it passed by unanimous poll vote.

Vice Mayor Leonard suggested naming the 98th Street Park after Officer Scott Winter. He was a former resident and Police officer that was killed in the line of duty in 1995. He would like for the Council to consider this item on the next month's Council meeting.

Item 14. Consideration and approval of a Transfer of Development Rights (TDR) application requesting to purchase 10 units from the Town's TDR bank for construction of a previously approved project on December 14, 2013 to be located at 1170 - 93 Street.

At this time Council Member Fuller left the dias.

Attorney Matthew Amster, came forward to address the Council. He was representing the applicant Furmanos, LLC. He stated that the project was located across from the school and was approved in December of 2013. He added that this was a 34 unit project that required 16 TDR's and was compatible to the surrounding homes in the area. He reported that they were currently in the process of obtaining six (6) private TDR's, but the process took a little extra time. He respectfully asked the Council to approve the purchase of ten (10) TDR's from the Town's pool.

Council Member Reid asked to see the private TDR's sales before voting. Attorney Armster stated that he would provide the Council the draft agreements on the 6 private TDR's.

At this time Council Member Fuller returned to the dias.

There was a brief discussion from the Council about the draft agreements for private TDR's that were in negotiation and the amount that had been collected by the Town from TDR sales.

PUBLIC COMMENT

Stacy Lurie, 9271 West Bay Harbor Drive, Gail Lurie, 9271 West Bay Harbor Drive, and Frances Neuhut, 1060 Kane Concourse, all agreed that the current TDR prices were too low and suggested a bigger down payment from the applicant.

CLOSED PUBLIC COMMENT

Attorney Amster suggested a 50 percent down payment to be delivered within 3 days, if not paid in full it would go back to the Town's pool.

There was a detailed discussion on the prices for private TDR's, possible implementation of a policy for developers who wanted to purchase Town TDR's. The Council consensus was to have the Town's pool of TDR's be the last resource for developers.

ACTION: Council Member Salver made a motion to approve the TDR application requiring the applicant to purchase 10 units from the Town's TDR bank. Council Member Rousselot seconded the motion and it failed 4-3 with Vice Mayor Leonard, Council Member Bruder, Council Member Fuller, and Council Member Reid opposed.

Item 5. Approval of an Ordinance on second reading amending section 23-11 of the town code to establish a minimum floor to ceiling heights for certain multi-family residential developments.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE; AMENDING ARTICLE I ENTITLED ZONING REGULATIONS; AMENDING PROVISIONS IN SECTION 23-11 TO ESTABLISH A MINIMUM FLOOR TO CEILING HEIGHTS FOR CERTAIN MULTI-FAMILY RESIDENTIAL DEVELOPMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

At this time Mayor Yaffe stepped out of the dias, and Council Member Bruder left the meeting.

Town Planner Miller came forward to address the Council. He stated the Ordinance was coming for second reading to establish a minimum floor to ceiling height for certain multi-family residential developments. He added that the proposed Ordinance was to limit the waterfront lots to 9 feet and 8'6 for the dry lots.

PUBLIC COMMENT

Matthew Amster, 200 Biscayne Blvd., came forward to address the Council. He thanked the Council for adding the saving clause to the Ordinance. He also added that on Section 2 of the Ordinance language regarding the TDR and density was removed. Town Planner Miller stated that he felt that the language was not necessary for the Ordinance, since the language was about site development, but could be added at the discretion of the Council. Town Attorney Sherman also stated that the language in Section 2 was not necessary and he added that the savings clause was adequate.

At this time Mayor Yaffe returned to the dias.

ACTION: Council Member Reid made a motion to approve the proposed Ordinance. Council Member Fuller seconded the motion and it passed 5-1 by poll vote with Council Member Salver opposed.

Item 6. Approval of an Ordinance on second reading amending section 23-11 of the Town Code to modify the side yard setbacks for the RM-1 and RM-2 Districts.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO SIDE YARD SETBACKS; AMENDING SECTION 23-11 OF THE ZONING AND PLANNING CODE TO MODIFY THE SIDE YARD SETBACKS FOR RM-1 AND RM-2 ZONED LOTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Town Planner Miller came forward to address the Council. He stated that the proposed Ordinance was an amendment to modify the setbacks and that a savings clause was also added.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that she noticed that the Ordinances were modified before the meeting and indicated that it was not the same language as Municode. She felt that the Town Attorney was quoting the wrong language from Municode.

CLOSED PUBLIC COMMENT

At this time Vice Mayor Leonard left the dias.

Council Member Salver felt that there was no need for the proposed Ordinance. Council Member Reid stated that the Planning & Zoning Board had suggested the changes to create harmony and green space.

ACTION: Council Member Reid made a motion to approve the proposed Ordinance. Council Member Fuller seconded it and it passed 4-1 by poll vote with Council Member Salver opposed.

Item 8. At a recent meeting Council Member Salver asked staff to report back on the feasibility of launching a presence on Social Media (Facebook/Twitter) for the Town of Bay Harbor Islands.

At this time Council Member Rousselot left the dias.

Council Member Salver requested Item 8 to be postponed until the next Council meeting.

Item 9. Approval to accept 22 laptop computers valued at \$49,561.48 thru the Miami -Dade A-Form Grant. The computers will interface with the LPR system, assist with criminal and vehicle data searches, and provide the officers the ability to complete police reports in the field.

ACTION: Council Member Salver made a motion to approve the accept the 22 laptops thru the Miami-Dade Form A Grant. Council Member Reid seconded the motion and it passed unanimously.

At this time Vice Mayor Leonard returned to the dias.

Item 10. **Approval of an extension to Contract number BHI 128 to repair sewer laterals that are in the public right-of-way to LMK Pipe Renewal LLC. This item seeks to grant an extension to this Contract in the amount of \$70,000.00. Although the Contract was awarded seven years ago, the technology utilized for the lateral repairs continues to be superior to the competition. In addition the contract prices continue to be very competitive.**

ACTION: Council Member Salver made a motion to approve the contract number BHI 128. Vice Mayor Leonard seconded the motion and it passed by unanimous poll vote.

Item 13. **Approval of a Resolution calling for a Special Election to be held in conjunction with the General Election April 1st, 2014. The special election is a result of the vacancy left by Francisco Temprano. The Town's charter requires that the rest of the term (2 years) be filled at the next general election.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; CALLING FOR SPECIAL ELECTION TO BE HELD IN CONJUNCTION WITH THE GENERAL ELECTION APRIL 1ST, 2014.

ACTION: Council Member Salver made a motion to approve the proposed Resolution. Mayor Yaffe seconded it and it passed unanimously.

Item 15. **Request approval of lease agreement with Bay Village Condos, LLC. (Monarch Project) for \$2,000 per month to use the 95 St. Lot (land just east of BHI Parking Garage) for staging of materials, equipment and vehicles.**

Council Member Fuller asked if there could be a legal issue if the lease was month to month.

At this time Council Member Rousselot returned to the dias.

Town Manager Wasson stated that the request was for the storage of the staging materials, big equipment and construction vehicles.

Town Clerk Marante stated that the request would benefit the Town because they would keep the heavy equipment at the site and off the street. She also stated that the estimated time for construction was for approximately one year.

ACTION: Consensus was to approve the lease agreement with Bay Village Condos, LLC with the condition to increase the rent to \$4,000 after 14 months of lease.

Mayor Yaffe suggested having the construction vehicles that pay for the parking garage to be parked on the roof of the garage.

Item 16. Approval of a three year contract with the Bay Harbor Islands Police Department FY 2011, FY 2012 and FY 2013.

Town Manager Wasson stated that the negotiation with the Police department had been on going and he was presenting the final agreement for the Council to approve. He explained that the proposed contract called for a 2.5 % increase, same as the general employees with a 2% percent raise at the end of the contract. He also added that an incentive was added to the sick time policy, for those officers that did not abuse their sick time. The incentive was to pay for ½ of the sick time at retirement.

Council Member Salver stated that more information should have been provided to the Council. He added that there was no report on the financial impact on the Town. He stated that the date was clear to him and felt that more data needed to be compiled. He suggested to move this item to next month. Town Manager Wasson stated that the Police officers had not received a raise in 2 years and he felt that the Council should not negotiate the contract.

ACTION: Vice Mayor Leonard made a motion to approve the Police Department contract for 3 years. Council Member Fuller seconded the motion and it passed 5-1 with Council Member Salver opposed.

Item 17. Discussion and consideration to enhance landscaping on Kane Concourse Median by replacing the grass with artificial turf. Total estimated cost is \$30,000 and if approved this item will require an appropriation from Causeway Reserves.

Town Manager Wasson stated that he noticed that several communities have artificial turf on their common areas and it took less to maintain. He stated that in March of 2011 a quarter of million dollars was invested in Kane Concourse to enhance the landscaping. He added that overall it was a great improvement, but the grass that was less than 2 feet, died easily and got discolored. He proposed to the Town Council to change to synthetic grass, which would save money on water, fertilizer and there would be no need for leaf blowers.

Council Member Reid stated that she had been contacted by Morris Broad regarding the beatification award and the Broad Foundation would like to donate money to hire a landscape architect to put together a landscape plan, which would piggy back from the Bal Harbour Shop and come together for a spectacular landscaping plan. She asked the Council to table this item till next month's meeting. That would give the Environmental Committee time to meet to consider the idea. She stated that the Environmental Committee would present a landscaping plan to the Council, once it has been discussed.

ACTION: Consensus was to postpone the item until next month.

Item 18. Approval of an additional expenditure in the amount of \$18,755 for the purchase and upgrade of software for the License Plate Reader that will be placed in patrol vehicles. If this item is approved we are requesting to reallocate \$40,000.00 from the Capital Outlays Fund and \$18,755.00 will require an appropriation from the General Reserves Fund. The total costs of the upgrade is \$58,755.

Town Manager Wasson stated that the system would be fully operational in the next 2 weeks and he stated that the system was being tested and used to apprehend a felon last month. The system was designed to write reports and run reports of wanted people.

ACTION: Vice Mayor Leonard made a motion to approve the expenditure of \$18,755.00. Council Member Fuller seconded the motion and it passed unanimously.

Item 19. Approval of the Invitation to Bid (ITB) for the operation and supervision of the Town's Tennis Courts. The current agreement will expire April 30, 2014.

PUBLIC COMMENT

Paul Ruthfield, 1231 95th Street, came forward to address the Council. He suggested to have the Tennis Courts open until 9:00 p.m. he felt that this would be fair for the people that get home a little late to get a chance to visit the Tennis Courts.

Assistant Manager Jimenez stated that the tennis courts were scheduled to be resurfaced.

ACTION: Vice Mayor Leonard made a motion to approve the invitation to bid. Council Member Rousselot seconded the motion and it passed unanimously.

Item 20. Approval of a change order from Hinterland Group, Inc. for the Repair of the Sanitary Sewer Lift Station on 100th Street in the amount of \$19,700.

ACTION: Vice Mayor Leonard made a motion to approve the change order. Council Member Salver seconded the motion and it passed unanimously.

MAYOR

ATTEST:

TOWN CLERK

MINUTES OF A REGULAR MEETING TOWN OF BAY HARBOR ISLANDS

A Regular Meeting of the Town Council was held on March 10, 2014 at 7:00 p.m. in the Council Chambers. Upon Roll call the following members responded:

Mayor Robert Yaffe	Vice Mayor Jordan Leonard
Council Member Stephanie Bruder	Council Member Joshua D. Fuller
Council Member Kelly Reid	Council Member Solange M. Rousselot
Council Member Isaac Salver	

PRESENTATIONS:

Recognition and presentation of certificate to nine year old Alexander Miroli-Aubery, a resident, for his actions on finding and turning in a wallet with a large amount of cash into the police department.

Mayor Yaffe and Chief Hemingway presented a plaque to resident Miroli-Aubery to thank him for his actions and they stated that they would also recognize him for his actions in front of his peers at school.

Mayor Yaffe took this opportunity and reminded everyone that election date was scheduled for April 1st, 2014 from 7:00 a.m. to 7:00 p.m.

REPORTS: Town Manager

Town Manager Wasson came forward to address the Council. He stated that the Sunpass installation was moving along. He also contacted a landscaping firm that would provide an estimate and other options for the Kane Concourse Landscaping. Manager Wasson reported that the tennis courts would be finished by the end of the week and the delay was because of the weather. He added that the update of the community center he would hold for item number 17.

Item 1. Planning and Zoning Board Approvals

Town Clerk Marante stated that there was not much activity during the months of February and March because of the April Elections. She added that, if there were any project submissions for the Planning & Zoning Board, the meetings would be changed to Wednesday, April 2 and April 23, 2014.

Item 2. Public Relations status report – Provided in writing

Item 3. Update on Community Center – on hold for Item number 17

COUNCIL REPORTS:

Council Member Fuller suggested taking the residents Bypass and Sunpass information prior to the conversion to make the transition period easier. He also reminded the residents that tickets to the Improv would be available for purchase at Town Hall and on the website. He also added that the local restaurants would provide discounted prices for participating guests.

Council Member Bruder stated the PAL Program would provide spring break camp at the local school for students.

Vice Mayor Leonard attended the monthly meeting for the Miami Dade League of Cities.

Council Member Reid thanked the staff and Regine for the great set up on Sunday with the Shepard Series and stated that a second series was planned for March 20, 2014. She also attended the LEO Awards and recognized the Bay Harbor Islands Police for doing a great job. Council Member Reid added that the Environmental Committee made arrangements for residents to drop their recycle items at the Annual Picnic Event. She also stated that she would like the Town to get involved with the Keep America Beautiful Organization. She introduced the President Larry Webber to further explain the details to the Council.

Larry Webber, President of Keep America Beautiful came forward to address the Council. He stated the organization has 4.5 million volunteers, 41 affiliates north of south Miami. He added the Town could take advantage of over 4 million dollars in grants. He explained that many of the current affiliates obtained one every year. At this time Council Member Reid asked for the Council to approve the \$1,000 application fee. Council requested for the item to be put on next month agenda.

Council Member Salver reported that he attended several meetings at the Children's Trust and also presented the Council with the annual audit report from the trust. He also added that he was a speaker at his son's government class and happy to educate the students on government.

Mayor Yaffe reported that he attended the LEO awards where Bay Harbor Islands Officer Kathy Sullivan was recognized.

GOOD AND WELFARE:

Paul Ruthfield, 1231 95th Street, came forward to address the Council. He suggested adding a house to the new 98th Street park to benefit the Seniors and Children. He also stated that the scheduled debate, a week before the election, was too close to election date and did not provide voters enough time to hear

the candidate's point of view. He also stated that the Town should consider asking for 100 percent of the funds for all TDR's transactions before construction starts.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She congratulated Council Member Fuller and candidate Ruthfield for running for local office. She suggested adding more green space on the east island for the Comprehensive Plan. She asked the Council to look at the current fees that were being charged for the Town programs and stated that other neighboring cities have similar activities at cheaper prices.

Linda Zilber, 1231 95th Street, came forward to address the Council. She stated that she attended a meeting for the Environmental Committee and was bothered that that all districts are not landscaped the same. She suggested beautifying the East Island.

CONSENT AGENDA: Set for approximately 7:55 p.m. (Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)

At this time Item D of the Minutes was removed by Council Member Reid.

Item 4. Approval of Minutes of the following meetings:

- A. Minutes of Budget Workshop held July 25, 2012**
- B. Minutes of Budget Workshop meeting held July 30, 2013**
- C. Minutes of TDR Workshop held July 31, 2013**
- D. Minutes of Regular meeting held October 14, 2013**
- E. Minutes of Regular meeting held November 12, 2013**
- F. Minutes of Workshop meeting held on December 2, 2013**
- G. Minutes of Regular meeting held on December 9, 2013**
- H. Minutes of Public Hearing held on January 13, 2014**

Item 5. Approval of the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach ("CMB"), North Bay Village ("NBV"), the Town of Bay Harbor Islands ("TBHI"), the Town of Surfside ("TS"), Bal Harbour Village ("BHV"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative for the school year 2014-2015.

Item 6. Request for approval to attend the Florida League of Cities Legislative Action Days and the Miami-Dade County Days in Tallahassee by Council Members Kelly Reid and Isaac Salver. Other Council Members are encouraged to attend as well.

Item 7. Approval of the location of construction trailer at 9940 West Bay Harbor Drive as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed is a copy of the location of the trailer, the pertinent section of the Code, and a copy of the trailer specs.

Item 8. Approval of the location of construction trailer at 9241-9261 East Bay Harbor Drive as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed is a copy of the location of the trailer, the pertinent section of the Code, and a copy of the trailer specs.

Item 9. Approval of the location of sales office at 9821 East Bay Harbor Drive as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed is a letter of request and a copy of the floor plan for the unit being utilized as the sales office.

ACTION: Council Member Bruder made a motion to approve the consent agenda. Council Member Salver seconded the motion and it passed unanimously.

At this time Item 13 was taken out of order.

UNFINISHED BUSINESS:

Item 13. Discussion and possible action requested by Vice Mayor Leonard regarding the naming of the 98 Street Park. At the last meeting Vice Mayor Leonard discussed the possibility of naming the 98 Street Park after Scott Adams Winters.

Vice Mayor Leonard suggested naming the 98th Street Park in honor of Officer Scott Winter who was killed in the line of duty. He explained that officer Winter was a former resident and officer for the Town. He felt that naming the park in his name would be a good reflection on the Town.

Bay Harbor Islands Senior officer Alan Block, Broward County Sheriff Office, Al Palleck and Captain Wayne Atkins all thanked Vice Mayor Leonard for making a motion to name the Park after Officer Scott Winter who was killed in the line of duty on July 29, 1990.

Captain Adolf Good came forward to address the Council. He personally knew officer Winter and he thanked the Council for honoring fallen officer Winter by naming the park in his honor. He stated that officer Winter was a proud K-9 officer, who loved his children and his community. He explained that the night the officer was killed he responded to an off duty call, where he was shot and killed. He felt honored to have worked with a fellow officer whose name was proposed for the 98th Street Park.

Council Member Reid stated that she was a former Police officer for the City of Miami Beach and was aware of similar tribute to parks in the City of Miami Beach. She asked the Council if that was the best possible choice and asked the Council for more time to consider another location, like the future community center.

ACTION: Vice Mayor Leonard made a motion to name the 98th Street Park after Scott Adams Winters. Council Member Bruder seconded the motion and it passed 6-1 with Council Member Reid opposed.

Item 10. Approval on first reading of an ordinance amending the Town Code Section 23-29.1(5) and (7) to delete the option to lease spaces into the parking trust. This ordinance was requested by Mayor Yaffe. There are two Exhibit A's attached to this ordinance (Option 1) deletes the lease option (Option 2) increases the price per space to \$1,000 and requires an annual payment. The Council will need to specify which option they are approving.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY THE EXISTING CODE PROVISIONS THAT ALLOW MONETARY CONTRIBUTIONS TO BE MADE TO A TOWN PARKING TRUST IN LIEU OF PROVIDING REQUIRED PARKING SPACES ON-SITE OR ON ANOTHER SITE WITHIN 500 FEET OF A PROPERTY; PROVIDING FOR PAYMENT TERMS, OPTIONS AND FEES FOR SUCH PAYMENTS; AMENDING SECTION 23-29.1(3) OF THE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

At this time Vice Mayor Leonard stepped off the dais.

Town Manager Wasson stated that this Ordinance was brought by Mayor Yaffe and Council Member Salver, to modify the lease option for the Parking Trust. He stated that two exhibits were provided to the Council for consideration. He explained option one was to delete the lease option of \$750 a year and option two to increase the lease amount for the Parking Trust to \$1,000 a year.

There was a brief discussion by the Council on the finance option, lease amount for increase, onsite parking, future use of funds for a possible expansion, and the option to increase the lease to \$1,000 a year per space payable annually in a single lump sum payment.

At this time Vice Mayor Leonard returned to the dias.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She felt that the Parking Trust Ordinance was not being followed and she also questioned why the Parking Trust Ordinance was being modified when the off street parking spaces had already been depleted in the Business District.

CLOSED PUBLIC COMMENT

ACTION: Council Member Rousselot made a motion to approve exhibit B of the proposed Ordinance for Revision of the Parking Trust. Council Member Salver seconded the motion and it passed by unanimous poll vote.

Item 11. Discussion requested by Mayor Robert Yaffe regarding the distribution of TDRs.

Mayor Yaffe stated he would like the Council to consider if they wished to establish a policy for a new TDR application. He felt that at the last Council meeting the Council needed more discussion on this matter.

There was a brief discussion regarding developing a criteria for developers to bring before requesting a purchase of Town owned TDR's, the total amount left of Town owned TDR's, and developing a percentage of private TDR's before submitting an application for Town owned TDR's.

PUBLIC COMMENT

Paul Ruthfield, 1231 95th Street, came forward to address the Council. He suggested the Town keep a list of private sellers and their prices for developers to contact. Mayor Yaffe stated that the Town does not get involved in the private negotiations.

CLOSED PUBLIC COMMENT

ACTION: Consensus was to have the Town Attorney write a Resolution establishing the percentage of Town Transfer of Development Rights that may be allocated to each project. The Council proposed 50 percent Town owned and 50 percent Private transactions, with the Council discretion to make changes.

Item 12. Approval of a resolution updating and adopting new values for Town-owned TDR units.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, UPDATING AND ADOPTING NEW VALUES FOR THE TOWN-OWNED TDR DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Yaffe stated that he brought the item for the Council's consideration. He proposed the waterfronts TDR price to increase to \$45,000 and the non-waterfronts to \$37,500.

PUBLIC COMMENT

Frances Neuht, 1060 Kane Concourse, came forward to address the Council. She felt that the Transfer Development Rights that were being sold by the Town were very low and stated that they were not properly recorded in the Miami Dade County Recorders.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the Resolution. Council Member Reid seconded the motion and it passed unanimously.

Item 14. Approval on first reading an ordinance amending Chapter 23 of the Town Code to modify the list of prohibited uses to include (and prohibit) the sale of live animals. This ordinance was requested by Council Member Reid.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-5 ENTITLED USE REGULATIONS, B-1 BUSINESS DISTRICT TO MODIFY THE LIST OF PROHIBITED USES TO INCLUDE (AND PROHIBIT) THE SALE OF LIVE ANIMALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Council Member Reid stated that she proposed the Ordinance to protect the consumers that purchased a puppy from a puppy mill and to prevent cruelty to animals by encouraging pet adoptions. She also introduced Don Anthoney.

Communications Director Don Anthoney, representing the Animal Rights Foundation, came forward to address the Council. He stated that this Ordinance was driven to protect the animals. He added that similar Ordinances were passed in the surrounding cities and nationwide. He added that the Ordinance was to encourage pet adoptions and to stop animal cruelty. He felt that the puppy mills were killing the animals in the shelters.

At this time Mayor Yaffe stepped off the dias.

Assistant Town Attorney Simone stated that the Ordinance was written so that no shop or store shall sell live animals and also explained that the charges that would be assessed would be to cover the veterinarian fees and not for the sale of the animals.

Hallandale Beach Commissioner Michelle Lazaro came forward to address the Council. She stated that she fully supported the Ordinance and explained that 99 percent of the puppies sold at locals stores were from a puppy mills that were rarely inspected. She also added that the primary goal was to protect the public from consumer fraud and not contribute to the puppy mills. She added that the Ordinance was also to promote pet adoptions and eliminate animal cruelty.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She asked that the Town Attorney further explain the prohibited use in Section 23-15 in the Town Code. Assistant Town Attorney Simone explained that the proposed Ordinance was a zoning law and it was to target what the Town Code did not already have. He added that the Ordinance was to the Council discretion.

CLOSED PUBLIC COMMENT

ACTION: Council Member Reid made a motion to approve the proposed Ordinance. Mayor Yaffe seconded the motion and it passed by unanimous poll vote.

Item 15. Approval of a resolution urging the Miami Dade County Mayor and Commission to support the Town's desire to join the Library Taxing District and providing library services to the community by establishing a Brank Library in the Town. This resolution was requested by Vice Mayor Leonard and also sponsored by Council Member Reid.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA;
URGING THE HONORABLE MAYOR AND MIAMI DADE COUNTY COMMISSIONERS TO SUPPORT**

THE TOWN'S EFFORT TO JOIN THE LIBRARY TAXING DISTRICT AND ESTABLISH A BRANCH LIBRARY IN THE TOWN; PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Leonard requested Council consideration for this item and stated that Miami-Dade County was requesting commitment from the Town to join the Library Taxing District, if they wished to have a future library system in the Town.

At this time Mayor yaffe returned to the dias

There was a brief discussion regarding the proposed community center, personnel, County recommendations to raise the millage to cover the costs and the process to move forward with the community center.

PUBLIC COMMENT

Ken Eskin, 1310 99 Street, came forward to address the Council. He was opposed to having a library in Town and added that for years the Town had shared a library with the Town of Surfside.

CLOSED PUBLIC COMMENT

Vice Mayor Leonard stated that this was a formal commitment to join the taxing district.

ACTION: Council Member Bruder made a motion to pass the proposed Resolution. Council Member Salver seconded the motion and it passed unanimously.

Item 16. Appointment of one resident to fill the vacancy on the Planning & Zoning Board created by the resignation of Nina Gladstone. This term will expire May 2014. Enclosed are resumes of several residents who have expressed an interest to serve on the Board.

ACTION: Town Council selected Jed Frankel to fulfill the vacancy for Planning & Zoning Board term ending May 2014.

Item 17. Town Manager Wasson requests that a Council Workshop Meeting be held to help with prioritizing future Town projects and capital plans prior to the budgetary process begins.

Town Manager Wasson requested to hold a Council Workshop to plan for future projects and Capital plans before the budgetary process would begin.

MINUTES OF A REGULAR COUNCIL MEETING WAS held on March 10, 2014 -----10

ACTION: Consensus was to hold a Council Workshop on future Town Projects and Capital Plans.

There being no further business meeting was adjourned at 9:26 p.m.

MAYOR

ATTEST:

TOWN CLERK

DRAFT

**MINUTES OF AN ORGANIZATIONAL MEETING
TOWN OF BAY HARBOR ISLANDS**

An Organizational meeting of the Town Council was held on Monday April 7, 2014 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Robert Yaffe	Vice Mayor Jordan Leonard
Council Member Stephanie Bruder	Council Member Joshua Fuller
Council Member Kelly Reid	Council Member Solange Rousselot
Council Member Isaac Salver	

Item 1. Distribution of Annual Salaries for 2013 – 2014.

At this time Town Clerk Marante passed out the annual salary to the Town Council.

Consensus was to donate the Town Council annual salary to the Red Cross Foundation.

**Item 2. Acceptance of the Certification of Elections presented by the Town Clerk and
Canvassing Board Members. Enclosed is a copy of the certification of election results.**

Town Clerk Marante stated that the Town had 3001 registered voters, 628 ballots were cast, including 328 absentee ballots. She stated that Vice Mayor Leonard received 411 votes; Council Member Fuller received 404 votes and Paul Ruthfield 223 votes. She explained that Vice Mayor Leonard would be appointed to a four year term and Council Member Fuller would be appointed to complete the 2 year partial term left by the resignation of former Council Member Temprano.

ACTION: Council Member Salver made a motion to accept the certification presented. Council Member Bruder seconded the motion and it passed unanimously.

**Item 3. Administration of oath of office to the newly elected Council Members. (The oath will
be administered by Town Clerk Marante).**

Town Clerk Marante administered the oath of office to newly elected Council Members Joshua Fuller and Jordan Leonard.

Item 4. Selection of a Mayor by the Town Council.

ACTION: Council Member Bruder made a motion to select Mayor Yaffe as Mayor for another year. Vice Mayor Leonard seconded the motion and it passed unanimously.

Item 5. Selection of a Vice Mayor by the Town Council.

ACTION: Council Member Reid made a motion to nominate Council Member Fuller for Vice Mayor. Council Member Fuller declined the nomination and stated he would be inclined to defer to the incumbent.

ACTION: Mayor Yaffe made a motion to nominate Vice Mayor Leonard for another term. Council Member Salver seconded the motion and it passed 6-1 with Council Member Reid opposed.

Item 6. Administration of oaths of office to the Mayor and Vice Mayor. (These oaths will be administered by Town Clerk Marante).

Town Clerk Marante administered the oaths of office to the Mayor and Vice Mayor.

Item 7. Consideration of proposed Resolution No. _____ re-appointing the Town Clerk. The resolution reflects the current appointment of Marlene Marante.

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS
APPOINTING A TOWN CLERK.**

ACTION: Vice Mayor Leonard made a motion to approve the proposed Resolution re-appointing Town Clerk Marante. Council Member Bruder seconded the motion and it passed unanimously.

Item 8. Consideration of proposed Resolution No. _____ re-appointing the Town Attorney and Assistant Town Attorneys. The resolution reflects the current appointments of Craig B. Sherman as Town Attorney, with Drew B. Sherman, and Frank Simone as Assistant Town Attorneys.

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS
APPOINTING A TOWN ATTORNEY AND ASSISTANT TOWN ATTORNEYS.**

ACTION: Council Member Bruder made a motion to approve the proposed Resolution re-appointing the Town Attorney and Assistant Town Attorneys. Vice Mayor Leonard seconded the motion and it passed unanimously.

Item 9. Administration of oaths of office to the Town Clerk, Town Attorney, and Assistant Town Attorneys. These oaths will be administered by the Mayor.

Mayor Yaffe swore in Town Clerk Marante and Assistant Town Attorney Simone.

Item 10. Review of Council Committee Assignments.

There was a detailed discussion if Town Council Members should remain on the citizens committee, staff liaisons, others cities functionality with the citizens committees and the litigation committee.

ACTION: Consensus was to table the item to the next Council Meeting for discussion, to advertise the committee openings and to have staff report on what other cities were doing with their citizens' committees.

There being no further business meeting was adjourned at 7:26 p.m.

ATTEST:

TOWN CLERK

MAYOR

MINUTES OF A REGULAR MEETING
TOWN OF BAY HARBOR ISLANDS

A regular meeting of the Town Council was held on Monday April 7, 2014 at 7:45 p.m. in the Council Chambers. Upon roll call the following Council Members responded:

Mayor Robert Yaffe	Vice Mayor Jordan Leonard
Council Member Stephanie Bruder	Council Member Joshua Fuller
Council Member Kelly Reid	Council Member Solange Rousselot
Council Member Issac Salver	

REPORTS:

Item 1. Planning and Zoning Board Approvals – provided in writing.

Item 2. Public Relations status report – provided in writing.

Town Manager Wasson stated that Item #8 regarding the land for sale was pulled and he would table it to next Council meeting. He reported that Sunpass would continue to install the cameras at the Toll Plaza, FPL would be removing poles by the end of the month and would be removing a lot of the infrastructure.

Assistant Manager Jimenez stated that the construction design for the restroom of the 98th Street Park would be available by next week. He also added that the park would be closed in preparation for construction.

Town Clerk Marante stated that Item #16 had a new attachment added. She stated that a new business sign had also been added for the Council to see how it would impact the Ordinance that was being proposed.

Town Manager Wasson reported that PAL program Director Jose Andrade would be stepping down from his position. He stated that he would like for the Town to continue to run the program by Town staff. He recommended Regine Choute to take over the program. He felt that she would be the right person for the job since she currently planned all of the Town activities.

There was a brief discussion regarding the PAL program, the impact on the community, other activities, accountability and Town Manager Wasson's recommendation for Regine Choute to lead the Summer Program. Consensus was to approve the Manager's recommendation.

COUNCIL REPORTS:

Council Member Reid reported that she attended the first Disaster meeting and mentioned the importance on the sea level rise. She stated that there was a discussion on the climate change and the impact on our environment. She also reported a successful Sunday Lecture Series with Shepard and announced there would be a second lecture on April 27, 2014 at 11:00 a.m. in the Town Council Chambers. She stated that she attended the DADE Delegation in the month of March.

Council Member Rousselot asked Town Manager Wasson if more stop signs would be added on East Bay Harbor Drive. Town Manager stated that he would look into that matter.

Council Member Salver reported that he attended a conference in Tallahassee and met with Town Lobbyist Dave Caserta. He also attended the Florida Municipal Loan Council and explained how the Board issued the money for bonds and repairs for all municipalities. He stated that he was able to explain all the repairs that Bay Harbor was in need of for the Causeway Bridge.

Council Member Fuller thanked all the residents that voted at the last election.

Vice Mayor Leonard also thanked all the residents for voting at the last election. He reported that 10,000 Plaza building needed screening for their fence. He also suggested having an Easter egg event in 2015 in the new Park. He also reported that he attended the DADE Days in Tallahassee. He also met with legislators to discuss the Town's new projects and bridge repairs.

Mayor Yaffe reported he also attended the DADE Days Conference in Tallahassee. He explained that they only met for 2 months every year. He explained that many people don't know where our small municipality is located, but was able to relate the information about our bridge and Causeway repairs.

GOOD AND WELFARE:

Victor Maya, 1155 103 Street, came forward to address the Council. He congratulated the newly appointed Council Members. He stated that he attended his first Planning and Zoning meeting last week and felt that the Board was a great group of professionals. He felt that the two projects that were approved would negatively affect the public because of the venting fans. He stated that he asked the

Board about the fans, but there was not much the Board could do. He urged the Council to give the Board authorization for special consideration on the underground utilities as well.

Town Manager Wasson explained that the meeting notices were distributed to everyone 350 feet radius, the fans all must meet the required noise decibels and he stated that there were no power lines there that would interfere with construction.

There was a brief discussion on the way the notice was provided to the surrounding residents, other options of notice like the website and social media. Town attorney Simone stated that was done up to requirement as stated in the Ordinance.

Ken Eskin, 1310 99 Street, came forward to address the Council. He asked about the Sunpass conversion schedule, if bike lanes would be added to Kane Concourse, valet parking issue with parking, stated the Town's website was not up to standard and he was not in favor of opening a library in Town. Town Manager Wasson stated that no date had been set for the Sunpass conversion, but notices would be sent out 6 to 8 weeks before so residents could register. He also stated that when repaving was completed bike lanes would be added to connect with City of North Miami Beach. He also stated that the Police Department would look into the valet parking issue. Mayor Yaffe reminded the residents that Town Council meetings were now available on the Town's website.

Paul Ruthfield, 1231 – 95th Street, came forward to address the Council. He thanked the Town staff and Town Council for their support at the last election. He suggested to have the Town election at the same time as the State and County Elections, which were held in November. He felt that would to save the Town money.

Kathleen Kennedy, 9721 East Bay Harbor Drive, came forward to address the Council. She wished everyone a happy Passover and thanked the Town staff for a great job. She also thanked the young lady that donated the books for the kids to read at the park.

Frances Neuht, 9920 W. Broadview Drive, came forward to address the Council. She suggested not having the Town Council Members on the residents committees and also felt that the Planning and Zoning Board were being directed by their peers.

CONSENT AGENDA: Set for approximately 8:15 p.m. (Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be

removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)

Item 3. Approval of a one year parking lease with Hippo Land, Inc. for the 15 parking spaces in Block 11 for \$9,150 per year (\$610 per space). In addition the Town agrees to pay all applicable property taxes which are approximately \$5,000.

Item 4. Approval of a one year parking lease with Bay Harbor Executive Offices, Inc. for the 11 parking spaces in Block 11 for \$6,710 per year (\$610 per space). In addition the Town agrees to pay all applicable property taxes, which are approximately \$4,500.

Item 5. Approval of an expenditure in the amount of \$1,000 for the town to become an affiliate of Keep America Beautiful. This was brought up at the last Council Meeting by Council Member Reid.

ACTION: Council Member Bruder made a motion to approve the consent agenda. Council Member Fuller seconded the motion and it passed unanimously.

Item 6. Approval on second reading of an ordinance amending Section 23-29.1 of the Town Code that allows monetary contributions to be made to the town's Parking Trust in lieu of providing the required parking. This ordinance was requested by Mayor Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY THE EXISTING CODE PROVISIONS THAT ALLOW MONETARY CONTRIBUTIONS TO BE MADE TO A TOWN PARKING TRUST IN LIEU OF PROVIDING REQUIRED PARKING SPACES ON-SITE OR ON ANOTHER SITE WITHIN 500 FEET OF A PROPERTY; PROVIDING FOR PAYMENT TERMS, OPTIONS AND FEES FOR SUCH PAYMENTS; AMENDING SECTION 23-29.1(3) OF THE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

There was a detailed discussion on the proposed Ordinance, payments options, lump sum, why the parking trust was established and long term results of the parking trust.

PUBLIC COMMENT

Attorney Steve Wernick, 1 SE 3rd Avenue, and Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. They both stated that there was no cap on new developments using the Parking Trust and felt the Council should make changes.

Vincent Martino, 1050 93 Street, came forward to address the Council. He congratulated the newly appointed Council Members on their election and also asked if the funds collected from developers would be used on a specific area. Mayor Yaffe stated that the money collected was specifically for the Parking Trust.

CLOSED PUBLIC COMMENT

ACTION: Council Member Bruder made a motion to approve the proposed Ordinance. Vice Mayor Leonard seconded the motion and it passed 5-2 by poll vote with Council Members Reid and Salver opposed.

Item 7. Approval on second reading of an ordinance amending Chapter 23 of the Town Code to modify the list of prohibited uses to include (and prohibit) the sale of live animals. This ordinance was requested by Council Member Reid.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-5 ENTITLED USE REGULATIONS, B-1 BUSINESS DISTRICT TO MODIFY THE LIST OF PROHIBITED USES TO INCLUDE (AND PROHIBIT) THE SALE OF LIVE ANIMALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Council Member Reid urged the Council to consider the proposed Ordinance. She stated that the goal was to prevent consumer fraud and animal cruelty.

Assistant Town Attorney Simone stated that the Ordinance pertained to the B1 Business District area amending section 23-5 entitled use regulations to prohibit the sale of live animals, but would allow for stores to encourage adoptions.

There was a brief discussion on the types of animals that would be prohibited, over limiting the Business District and adoptions.

Consensus was to amend the Ordinance to prohibit the sale of cats and dogs only.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She felt that the passing of the proposed Ordinance would hurt business in the Business District.

Kathleen Kennedy, 9721 East Bay Harbor Drive, came forward to address the Council. She stated that she was an animal lover and asked the Council to consider the passing for this Ordinance.

ACTION: Council Member Reid made a motion to approve the proposed Ordinance. Council Member Bruder seconded the motion and it passed 5-2 by poll vote with Council Members Rousselot and Salver opposed.

Item 8. Request for approval of the sale of the 95 Street vacant lot to Jorge Savloff and Marcelo Tanenbaum for the sum of \$2.8 million (including the land and TDRs).

Town Manager Wasson stated that he would postpone the item for a later date.

Item 9. Consideration and approval of a Resolution No. __ requested by Council Member Rousselot in support of the Venezuelan community in Bay Harbor Islands by condemning the actions of the Government of Venezuela who has initiated a campaign of violence, intimidation, mistreatment and jailing of opposition leaders and anti-government demonstrators that have resulted in at least six deaths and more than 100 injuries over the past weeks.

A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA VOICING SUPPORT FOR THE VENEZUELAN DEMONSTRATORS PERSECUTED AND JAILED BY THE GOVERNMENT OF VENEZUELA, DEMANDING A HALT TO THE MISTREATMENT AND PERSECUTION OF THE DEMONSTRATORS AND THE RELEASE OF ALL POLITICAL PRISONERS; AND REQUESTING THE ORGANIZATION OF AMERICAN STATES AND U.N. COMMISSION ON HUMAN RIGHTS TO INVESTIGATE THE MISTREATMENT OF THE DEMONSTRATORS AND POLITICAL PRISONERS; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Rousselot brought the proposed Resolution for Council consideration. She stated that there had been many Venezuelan people that were killed for fighting for their freedom of speech.

PUBLIC COMMENT

Paul Ruthfield, 1231 95th Street, and Victor Maya, 1155 103 Street, came forward to address the Council. They were both opposed to the proposed Resolution and felt that the Town Council should focus on local government.

Kathleen Kennedy, 9731 East Bay Harbor Drive, came forward to address the Council. She was in full support of the proposed Resolution.

CLOSE PUBLIC COMMENT

ACTION: Council Member Reid made a motion to approve the proposed Resolution. Council Member Bruder seconded the motion and it passed unanimously.

Item 10. Consideration and approval of a Resolution of the Town of Bay Harbor Islands Establishing the Parking Trust Fee Payments Pursuant to Section 23-29 of the Town's Code of Ordinances. Enclosed is a copy of the proposed resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS ESTABLISHING THE TOWN PARKING TRUST FEES PURSUANT TO SECTION 23-29 OF THE TOWN'S CODE OF ORDINANCES.

Assistant Town Attorney Simone stated that amounts are set forth in the Resolution and could be adjusted periodically.

ACTION: Council Member Bruder made a motion to approve the proposed Resolution. Vice Mayor Leonard seconded the motion and it passed 6-1 with Council Member Salver opposed.

Item 11. Consideration and approval of a Resolution of the Town Council of the Town of Bay Harbor Islands Establishing the Percentage of Town Bank Transfer Development Rights that may be Allocated to each Project Pursuant to Section 23-22.2 of the Town's Code of Ordinances.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS STABLISHING THE PERCENTAGE OF TOWN BANK TRANSFER DEVELOPMENT RIGHTS THAT MAY BE ALLOCATED TO EACH PROJECT PURSUANT TO SECTION 23-22.2 OF THE TOWN'S CODE OF ORDINANCES.

Council Member Reid asked what was the current amount in the Town owned Bank of Transfer Development Rights. Town Clerk Marante stated the current bank balance left was 135 units, if all were paid.

The proposed Resolution was brought by Mayor Yaffe to set criteria for developers requesting Town owned Transfer Development Rights.

There was a detailed discussion on how to establish a percentage of Town bank Transfer Developments Rights that may be allocated to each project, 50 percent Town owned TDR's per project and Council discretion to overwrite the percentage criteria at any time.

Mayor Yaffe amended the Resolution for any applicant that requested five (5) or less TDR's, there would be no need to follow the percentage set on the Resolution.

PUBLIC COMMENT

Ken Eskin, 1310 99 Street, came forward to address the Council. He felt that the Town was giving away the Transfer of Development Rights because of the very low rate. He suggested raising the price of TDR's and the percentage criteria to 75 percent.

CLOSED PUBLIC COMMENT

ACTION: Mayor Yaffe made a motion to approve the proposed Resolution. Council Member Reid seconded the motion and it passed unanimously.

Item 12. Consideration and approval of a Resolution of the Town of Bay Harbor Islands setting new toll rates under the Sunpass system.

RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS REVISING THE SCHEDULE OF TOLLS AND METHOD OF COLLECTION USE OF THE BROAD CAUSEWAY SYSTEM.

Town Manager Wasson explained that this was to revise the previously approved Resolution to be more specific on the charges. He stated that cars would pay \$1.00 and trucks \$2 based on their height and weight restrictions.

PUBLIC COMMENT

Ken Eskin, 1310 99 Street, came forward to address the Council. He was opposed on how the Resolution set its prices and felt that the trucks were being charged based on height.

CLOSED PUBLIC COMMENT

Consensus was to amend the Resolution to remove the weight restriction and charge for mopeds.

ACTION: Council Member Bruder made a motion to approve the proposed Resolution. Council Member Rousselot seconded the motion and it passed unanimously.

Item 13. Discussion requested by Council Member Rousselot regarding the beautification of the Town's bridges.

Council Member Rousselot brought the item for the Council discussion regarding the beautification of the Town's bridges. She would like to make enhancements and add more lighting to the causeway. Council Member Reid stated that the topic was already discussed with the environmental committee and they were in full support of the beautification. Town Manager Wasson suggested tabling the item until the bridge renovations project was completed. After the completion, the Council could address the lighting enhancements. Consensus was to wait for the renovations to be complete.

Item 14. Consideration and approval of a private TDR transaction of the transfer of three (3) dwelling units from Montego Club Condominium (10180 West Bay Harbor Drive) to Furmanos LLC (1170 - 93 Street).

Mathew Amster, 200 S Biscayne Blvd., came forward to address the Council. He was representing the applicant Furmanos, LLC on a project that was approved in December 2013. He stated that the project was requiring 16 Transfer Development Rights, but were only asking for the Council to approve three (3) private TDR transactions. He added that the applicant would seek the Council approval for an additional four (4) private TDR transactions next month.

ACTION: Council Member Fuller made a motion to approve the private sale of Transfer of Development Rights. Vice Mayor Leonard seconded the motion and it passed unanimously.

Item 15. Consideration and approval of a private TDR transaction of the transfer of six (6) dwelling units from Seascope Club Condominium (9655 East Bay Harbor Drive) to 1045 - 92 St BH, LLC (1045 - 92 Street).

Attorney Louis Supraski, 2450 Miami Gardens Drive, came forward to address the Council. He was representing the applicant Seascope Club Condominium. He stated that the approved project required 20 Transfer Development Rights and respectfully asked the Council to approve six (6) private TDR transactions.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward to address the Council. He felt that the company was stealing the name from Bay Harbor Club Association, Inc., and that they were not a good corporate entity.

ACTION: Council Member Fuller made a motion to approve the six (6) private TDR transactions. Vice Mayor Leonard seconded the motion and it passed unanimously.

Item 16. Consideration and approval of a Transfer of Development Rights (TDR) application requesting to purchase 14 units from the Town's TDR bank for construction of a previously approved project on December 14, 2013 to be located at 1045- 92 Street.

Attorney Louis Supraski, 2450 Miami Gardens Drive, came forward to address the Council. He respectfully asked the Council to consider the purchased of Town owned TDR's. He stated that they were in negotiation to obtain three (3) private TDR transactions.

Vice Mayor Leonard asked that the item be tabled to next Council meeting, until the applicant had obtained the three (3) TDR transactions that were mention.

PUBLIC COMMENT

Victor Nieto, 10143 East Bay Harbor Drive, came forward to address the Council. He congratulated the Council on their approach to guide developers to seek the private market for TDR's first. He also suggested increasing the price for Town owned TDR's. Consensus was to address this item after the purchase of the private TDR's.

Item 17. Approval of a professional landscape proposal for Kane Concourse from O'Leary Richards Design Associates, Inc. in the amount of \$9,700.

Town Manager Wasson stated that he contacted O'Leary Design Associates, Inc. and they were proposing \$9,700 for the professional landscape design for Kane Concourse. He added that Morris Broad would be interested paying for the design, but the total cost could range \$150,000 to \$170,000, including irrigation.

There was a brief discussion from the Town Council regarding the costs, other options where money could be spent, community center, grass, causeway lighting, and paving.

ACTION: Consensus was to table the item to a later date when FDOT repaving was completed.

Item 18. Approval of a proposal from Miami Christmas Lights in the amount of \$26,250 for the lighting of the royal palm trees located on the Kane Concourse median. This is an unbudgeted expense and an appropriation from the causeway fund is being requested.

Town Manager Wasson stated that the proposal from Miami Christmas Lights for \$26,250 would save the Town money and there would be the lights year round.

Consensus was to have white decorative lights for Kane Concourse.

ACTION: Council Member Bruder made a motion to approve the proposal from Miami Christmas Lights. Vice Mayor Leonard seconded the motion and it passed unanimously by poll vote.

Item 19. Approval of the Request For Proposals (RFP) to install new water mains on 96th Street, between East Broadview Drive and West Broadview Drive.

ACTION: Council Member Bruder made a motion to approve the request for the installation of new water mains on 96th Street. Vice Mayor Leonard seconded the motion and it passed unanimously.

MAYOR

ATTEST

TOWN CLERK

**MINUTES OF A COUNCIL WORKSHOP
TOWN OF BAY HARBOR ISLANDS**

A workshop meeting of the Town Council of the Town of Bay Harbor Islands was held on May 8, 2014 at 9:00 a.m. in the Council Chambers. The meeting was called to order with the Pledge of Allegiance. Upon roll call, the following Council Members responded:

Mayor Robert Yaffe
Council Member Joshua Fuller
Council Member Kelly Reid
Council Member Issac Salver

Vice Mayor Jordan Leonard
Council Member Kelly Reid
Council Member Solange Rousselot

Item 1. Discussion and direction requested by the Town Manager regarding upcoming projects and possible additions to the upcoming budget. The goal is to prioritize projects and identify sources of funding available.

Town Manager Wasson explained that the staff had reviewed all of the departments spending patterns and had provided a list of the completed capital projects, future projects pending and regular annual projects. He gave a brief explanation of the past projects that were completed which included: the expansion of lane #4 in the Toll Plaza completed in 2008; Community Enhancements Phase II completed in 2011; 95th Street Parking Garage completed in 2011; Community Enhancements Phase III completed in 2012; Kane Concourse enhancements/sidewalk project completed 2012; Kane Concourse lighting completed 2011; ICW Bridge deck repair completed in 2010; ICW Bridge sidewalk/railway rehabilitation completed 2014; water main and meter replacement (east & west island) completed 2013; and 92nd Street Park Project completed 2012.

He also reviewed pending projects that included: Sunpass conversion project expected completion in the upcoming months; 98th Street Park expected completion in the next 5 months; and ICW Bridge rehabilitation project expected completion date set for 2016. He further explained the future projects that the Town was working on including: the BHI Community Center & Library expected cost was \$1.5 Million; and the Rehabilitation/Expansion of BHI Town Hall expected cost of \$3 Million with an expected date for completion 2015 /2016. He stated he would like to renovate the administrative office and move to the second floor, so it would not be in the flood zone. He also wanted to expand the Police Department. He proposed the beatification of BHI Causeway Bridge with lighting, sea animals design and more flare.

Town Manager Wasson reported on the plans for the non-glamorous project, which included the relining/replacement of the storm water outfalls (54 of them had already been replaced this year), the

lining of the sewer laterals from the T line (\$50,000 was spent this year and 20 laterals were added with that money). The street gutters, which staff picks a street to clean out and stays on top of the maintenance. He felt that the Town's current position was good.

Council Member Salver stated that he would like for staff to look into the lot behind the 1111 Kane Concourse building. He felt that land could be used for a future multi-level parking garage.

Vice Mayor Leonard stated that he would like the 92 Street Park to get better material for the dog section. He had received several complaints from residents that the rubber material was uncomfortable to the animals and had a bad smell because of the animal feces.

Council Member Reid stated that she would like to replace the nautical theme for the holiday decorations, would like to see more landscaping on Kane Concourse, the contract for bulk pick up service needed to be revised for owners/tenant on call request service, website design needed more work, 95 Street & Broadview Drive vacant lot to have a passive Park and add benches for residents. Town Manager Wasson stated that Chief Hemingway had suggested making that vacant lot a Memorial Park for Veterans. Council Member Reid also proposed adding pavers to Kane Concourse for pedestrians to walk, similar to Miami Beach, and to address the Sea level rise by looking into pumps to avoid flooding.

Council Member Fuller stated that he would like to see the 98 Street Park built sooner. He proposed the Town purchase land near Kane Concourse for possible Kayak Place for resident to enjoy and would like to implement a Language Center to offer language courses like Spanish, English and Mandarin. The program would have to be held temporally at the school, after hours until the Community Center project completion.

Council Member Rousselot proposed adding more family activities for like winter events, Halloween, Christmas and Easter events.

Mayor Yaffe stated that his thoughts were addressed through fellow colleges and only added that the Passive Park needed more irrigation and he suggested more maintenance.

PUBLIC COMMENT

Francis Neuhut, 1060 Kane Concourse, came forward to address the Council. She respectfully asked the Council to consider adding a men's bathroom on second floor of Town Hall. She also urged the Council not to remove any more trees and to not place plastic covering for shade at the 98 Street Park.

Victor Maya, 1155-103 Street, came forward to address the Council. He asked, if when the Bridge repair project was completed, would there be better pedestrian access along the bridge. Town Manager Wasson stated that, yes, that the railings would be raised to 42 inches.

CLOSE PUBLIC COMMENT

There being no further business meeting was adjourned at 9:51 a.m.

ATTEST

TOWN CLERK

MAYOR

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 3.

ITEM: Discussion and approval of an ordinance on first reading requested by Mayor Yaffe amending the hours of construction.

DESCRIPTION:

The proposed ordinance would amend the hours of construction back to 8 AM –6 PM, Monday thru Friday, and leave Saturday as is (10 AM – 5 PM).

Staff feels that clarifying what can be done at the site prior to the start of construction would not work (just as it didn't work in the past). Once workers are allowed on the site, they are going to start working. We have heard from developers and even some residents that they would prefer an earlier start. The rationale from some of the residents is that they want the project to be finished sooner rather than dragged out longer. Starting at 8:00 AM would give the construction site 5 additional hours per week and hopefully this would help get the projects done quicker. And in turn, the inconvenience to the neighbors would end quicker.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
Robert Yaffe, Mayor

ATTACHMENTS

1.	Proposed Ordinance	Hours of Construction.doc
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 12-26, PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, residents of the town and contractors working in the town have requested an earlier start for construction operations to expedite the progress of new construction; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands wishes to amend the hours of construction Monday thru Friday to start at 8:00 a.m. instead of 9:00 a.m.;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Section 12-26 is hereby amended to read as follows:

Sec. 12-26. Permissible hours for construction activity and landscaping.

The performance of construction activity and landscaping within the town shall be allowed only from ~~9:00~~ **8:00** a.m. until 6:00 p.m., Monday to Friday, and between the hours of 10:00 a.m. and 5:00 p.m. Saturday. Notwithstanding the above, the operation of leaf blowers is hereby prohibited on Saturdays.

The performance of construction activity and landscaping within the town shall not be allowed on, Sundays or legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day legally observed as a holiday by the town.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective immediately upon passage by the Town Council on second reading.

PASSED this _____ day of _____, 2014 on first reading.

PASSED AND ADOPTED this _____ day of _____, 2014 on second reading.

MAYOR

ATTEST:

TOWN CLERK

WORDS WITH A LINE THROUGH THEM ARE DELETED
UNDERScoreD WORDS ARE ADDITIONS

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 4.

ITEM: Consideration and approval on first reading of an ordinance amended Section 18-23 of the Town Code to require property owners to install infrastructure necessary to connect to underground installation of utilities in the event that during construction, a utility provider is unwilling to underground overhead wiring. This ordinance was requested by the Town Manager.

DESCRIPTION:

This ordinance will address the issue of FPL refusing to underground one or two lots for new construction (75-150 ft in most cases) and requiring at least 1000 feet before they underground. It would make the developers responsible for installing the infrastructure necessary to connect to underground installation of utilities later on.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Frank Simone, Assistant Town Attorney
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	Underground Ordinance	2014.07.28 Underground Ordinance V2.docx
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ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED UNDERGROUND UTILITIES; AND SPECIFICALLY AMENDING SECTION 18-22 ENTITLED NEW CONSTRUCTION AND REHABILITATED STRUCTURES, TO REQUIRE PROPERTY OWNERS TO INSTALL INFRASTRUCTURE NECESSARY TO CONNECT TO UNDERGROUND INSTALLATION OF UTILITIES IN THE EVENT THAT DURING CONSTRUCTION, A UTILITY PROVIDER IS UNWILLING TO UNDERGROUND OVERHEAD WIRING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development and uses trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, the Town Council is charged with the protection of the health, safety and welfare of the Town's residents; and

WHEREAS, the Town Code of Ordinances requires new construction and rehabilitated structures to underground its utilities, including electrical wire, as part of any site plan approval and building permit; and

WHEREAS, the Town Council understands that certain utility providers, including Florida Power & Light, may be unwilling to underground its wire if the length of the wire to be undergrounded is deemed inadequate for undergrounding by Florida Power & Light;

WHEREAS, the Town Council wishes to amend its Code of Ordinances in order to allow property owners to comply with Article II of Chapter 18 of the Town's Code of Ordinances in instances in which the utility provider is unwilling to underground its facilities, including its wire.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That Chapter 18, Article II Entitled Underground Utilities is hereby amended to amend Section 18-22 entitled New construction and rehabilitated structures, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, and it is therefore ordained, that the provisions of the Ordinance shall become and be made

a part of the Town of Bay Harbor Islands’ Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 2014.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 2014.

Robert Yaffe
Mayor

ATTEST:

MARLENE MARANTE
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A

Amendments to the Town of Bay Harbor Islands, Florida Code of Ordinances

CHAPTER 18

STREETS AND SIDEWALKS

ARTICLE II. UNDERGROUND UTILITIES

Sec. 18-21. Town policy.

It is the general policy of the Town of Bay Harbor Islands to require the underground installation of utilities to the greatest extent feasible, in order to assure public safety, foster tree preservation, and improve and protect the aesthetic character of the town. For purposes of this section, "utility" shall mean electric power, telecommunications and cable television service.

Sec. 18-22. New construction and rehabilitated structures.

(a) All new construction including but not limited to single-family residences, multiple dwelling units and commercial properties shall be required to install underground utility service facilities.

(b) When a structure undergoes rehabilitation wherein the cost of the rehabilitation is 50 percent or more of the assessed value of the existing structure as determined by the Dade County Property Appraiser's Office, utility service facilities for that structure shall be converted from overhead to underground.

(c) In the event that a utility provider is unwilling or unable to underground its utility service facilities due to reliability/service issues or otherwise, the property owner shall be required to install all infrastructure necessary for the property to connect to the undergrounding of the utility service facilities when the utility provider agrees to underground its utility service facilities, in accordance with all applicable ordinances, codes, statutes and utility company specifications. For electric service facilities, such infrastructure shall include, but shall not be limited to, installing electric service entrance facilities to accommodate an underground service lateral. The property owner shall be responsible for all costs associated with the installation of utility service facilities to accommodate underground utility service.

Sec. 18-23. Conversion of overhead to underground facilities.

(a) Whenever overhead utility distribution facilities have been converted to underground facilities, the property owners in the area to be served by the new facilities shall be required to arrange for the conversion of their existing service facilities in accordance with all applicable ordinances, codes, statutes and utility company specifications. For electric service facilities such conversion shall include but shall not be limited to rearranging existing electric service entrance facilities to accommodate an underground service lateral. The property owner shall be responsible for all costs associated with the modification of service facilities for the affected property to accommodate underground utility service.

(b) The town shall notify each property owner when conversion from overhead to underground utility distribution service is complete. The notice shall be served by certified mail, addressed to the owner or owners of the property described as they are known to the town manager or as their names and addresses are shown upon the records of the county tax assessor, or other public records of the Town of Bay Harbor Islands or of Dade County, Florida, and shall be deemed complete and sufficient when so addressed and deposited in the United States mail with proper postage paid. All necessary modifications and arrangements for use of underground facilities shall be completed within 90 days of receipt of such notification.

Sec. 18-24. Notice of property owner's failure to convert facilities.

(a) If the town manager determines that a building has not completed conversion to underground utility service facilities as required Sections 18-22 or 18-23 ~~by subsections (b), (c) or (d)~~ above, the manager shall notify the owner of that building in writing and demand that the owner cause the conversion to be made within 60 days of the date of service of the notice. The notice shall be by certified mail and in the manner set forth in subsection (d) herein. In the event that such notice is returned by postal authorities, the manager shall cause a copy of the notice to be served by a law enforcement officer upon the occupant of the land or upon any agent of the owner thereof.

(b) In the event that personal service upon the occupant of the land or upon any agent of the owner thereof cannot be performed after reasonable search by a law enforcement officer, the notice shall be served by physical posting on the said property, and by publication in a newspaper of general circulation at least twice, seven days between publications, and 30 days before the date the conversion is required. The notice shall be in substantially the following form:

"NOTICE REQUIRING CONVERSION OF UTILITY SERVICE FACILITIES"

Name of Owner _____

Address of Owner _____

Our records indicate that you are the owner(s) of the following land in Dade County, Florida: (describe property)

An inspection of this land discloses, and I have found and determined that a building is located thereon which has not converted its (state type of utility) service facilities from overhead to underground service.

You are hereby notified that unless this building converts its (state type of utility) service facility from overhead to underground service within 30 days of personal service upon you of this notice, or of the second publication thereof, the town will proceed to cause the conversion of these facilities and the cost of the work, including advertising costs and all other expenses necessary to complete the conversion will be imposed as a lien on the land if not otherwise paid within 90 days after the conversion has been completed and the cost thereof ascertained by the Town of Bay Harbor Islands.

Town of Bay Harbor Islands, Florida

By: _____

Town Manager"

Sec. 18-25. Conversion of facilities by town; lien; recording; redemption.

(a) If within 60 days after service of the said notice or by physical posting of the notice on the property, or within 30 days of notice by publication in a newspaper, as set forth in the preceding subparagraph the required conversion of service facility has not been effected, the town manager shall cause the conversion to be made by the Town of Bay Harbor Islands at the expense of the property owner. The cost of the conversion shall constitute a lien upon the real estate served thereby. Upon ordering a conversion of service facilities to be made by the town, the town manager shall cause to be recorded in the public records a notice of utility service conversion lien pending, which shall include a description of the property and a statement that a conversion has been ordered, the cost of which shall under this section constitute a lien. The notice of pending lien shall, eight months after the date thereof, be null and void and constitute no record notice of a pending lien.

(b) After causing the conversion of service facilities to be done the town manager shall certify to the finance officer the expenses as may have been approved by the appropriate town department, incurred in effecting the conversion and shall include a copy of the notice above described, whereupon such expense shall become payable within 90

days, after which a special assessment lien and charge will be made upon the property which shall be payable in ten equal installments together with costs of recordation of all documents required to be recorded hereby and with interest at the rate of eight percent per annum on the unpaid balance from the date of such certification until paid; provided, however, that the lien may be satisfied at any time by the payment of the entire sum due plus accrued interest, recordation costs, and such expenses and penalties as may result from the advertisement and sale of certificates for delinquent liens as hereinafter set out. The town clerk shall file for record a notice of such lien in the office of the clerk of the circuit court, and shall keep complete records relating to the amount payable thereon. One-tenth of the amount of liens accruing during any year ending on June first, shall be billed and mailed in the fall of the same year to the owners of land subject to such liens at the same time as tax statements for ad valorem taxes are mailed, and if the said amount shall not be paid on or before April first of the following year, the entire lien and all annual installments thereof shall be delinquent, overdue, and in default.

(c) The entire amount of the lien may be foreclosed by the town, or in the alternative may be collected by any other legal means including the advertisement and sale of certificates. Upon full payments of liens provided hereby or through foreclosure on tax sale certificates, the town clerk shall, by appropriate means, evidence the satisfaction and cancellation of such lien upon the public records. The cost of recordation of the notice of lien pending, the notice of lien, and the satisfaction of lien shall be secured by the lien hereby provided.

Sec. 18-26. Underground facilities to remain underground.

Wherever utility service facilities are located underground, such facilities must remain underground and may not thereafter be converted to overhead facilities.

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 5.

ITEM: Approval of Resolution No. ____ requested by Council Member Reid supporting Marriage Equality, urging the State of Florida to stop opposing Marriage Equality through the courts.

DESCRIPTION:

Consideration of a Resolution requested by Council Member Reid urging the State of Florida to stop opposing Marriage Equality through the courts.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary
Kelly Reid, Council Member

ATTACHMENTS

1.	Resolution of Marriage Equality	Marriage Equality Resolution.docx
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS
COUNCIL SUPPORTING MARRIAGE EQUALITY, URGING THE
STATE OF FLORIDA TO STOP OPPOSING MARRIAGE EQUALITY
THROUGH THE COURTS.**

WHEREAS, Bay Harbor Islands strives to protect the equal rights of all its residents without regard to race, color, creed, religion, gender, familial status, sexual orientation, gender identity, or gender expression; and,

WHEREAS, Bay Harbor Islands derives great strength from the diversity of its residents, employees and visitors; and,

WHEREAS, the lack of access to marriage under the laws of the State of Florida deprives members of the lesbian, gay, bisexual, and transgender community of benefits and responsibilities afforded to heterosexual couples, including spousal social security and pension benefits, tax equity, and medical decision-making authority; and,

WHEREAS, domestic partnership and civil union laws bring welcome recognition to same-sex couples and their families, but marriage remains the most widely accepted and best legal mechanism for protecting these families;

WHEREAS, The State of Florida is using taxpayer money to defend the discrimination of same sex couples;

NOW, THEREFORE, BE IT RESOLVED BY THE BAY HARBOR ISLANDS TOWN COUNCIL THAT:

Section 1. The Bay Harbor Islands Town Council supports equal access to legal marriage for same-sex couples, and opposes laws and constitutional amendments that deny equal access to legal marriage for same-sex couples.

Section 2. Bay Harbor Islands Town Council urges the Florida Governor and the Attorney General to stand with the residents of Bay Harbor Islands and support marriage equality by halting the use of taxpayer dollars to defend Florida's discriminatory constitutional amendment Article 1, Section 27, through Florida courts.

Section 3. The Town Clerk is directed to forward a copy of this Resolution to the Miami-Dade County Board of County Commissioners, the Miami Dade County Legislative Delegation, the Attorney General and the Governor.

Section 4. This Resolution is effective immediately upon its passage.

Passed and adopted this ____ day of _____, 2014.

TOWN OF BAY HARBOR ISLANDS

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 6.

ITEM: Discussion and possible action requested by Council Member Reid regarding the Town's status on the National Trust for Historic Preservation's list of America's 11 Most Endangered Historic Places. The discussion might include updating the 2006 survey that the town conducted and possibly offer some incentives to developers to include some MiMo features in future projects.

DESCRIPTION:

Would like to discuss conducting another study or updating the 2006 survey of historic structures. We may also want to offer incentives or amend the code to possibly include some MiMo elements in future construction.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
 Kelly Reid, Council Member

ATTACHMENTS

1.	Report	BHI TC Staff Report Historic Structure Survey.pdf
2.	Miami Hearld Article	Miami Herald - Article.pdf

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Council Members
Town of Bay Harbor Islands

CC: Ronald Wasson –Town Manager
Marlene Marante – Town Clerk
Craig Sherman, Esq. – Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: July 28th, 2014

Subject: Town of Bay Harbor Islands
Newspaper Article on Town as an Endangered Historic Place
Historic Structure Survey of 2005
Summary of Findings / Future Actions
MMPA Acct. No.: 01-0702-0900

ISSUE

Recently an article was published by Miami-Dade County stating essentially that the Town is on the 2014 list of "America's 11 Most Endangered Historic Places". Miami-Dade County serves as the Town's (and most other municipalities in the county) Historic Preservation Office. The Town had no prior knowledge as to this "designation" or allegation. MMPA / Town staff finds the article disturbing as the facts from detailed surveys sanctioned by the state reveal there are very few true historic resources in the Town. Public meetings occurred and the consensus was no further action was desired or necessary. The public at that time generally opposed any designations on private properties. If a land owner wanted to voluntarily pursue a designation they were free to do so. To our knowledge no property owner has pursued that course.

In 2005 the Town received a grant from the Florida Department of State Division of Historic Resources, retained a renowned consultant (GAI Consultants) to inventory and surveyed virtually all structures in the Town. Since 97% of all structures in the Town were over 50 years of age when the survey was done almost all structures were included. It has been 9+/- years since the initial survey was completed. The survey could be updated if desired – funding would need to be obtained. Re-development pressures have resumed. When the 2005 survey was accepted by the Town, MMPA prepared a summary of the study findings for public use.

Town of Bay Harbor Islands
Potential Land Development Code Amendment
Building Coverage – RM-3 Multiple Family Residential District
July 28th, 2014
Page 2

About 73% of the structures surveyed were noted to be Masonry Vernacular in architectural style. The total number of structures with a definitive "MiMo" architectural style was noted to be 14% (44 sites). Another 14% of the structures surveyed had some minor "MiMo" features. The study noted five (5) sites worthy of possible designation (see attached maps). The study recommended a number of possible actions; however, after hearing testimony that was overwhelming to not designate anything chose to simply accept the study.

**Town of Bay Harbor Islands
Historic Structure Survey
Prepared by GAI Consultants
July 2006**

Analysis of Survey Findings

In 2005 the Town submitted and received a grant-in-aid from the State of Florida Department of State Division of Historic Resources to inventory those structures in the Town that were more than 50-years of age. In the State of Florida, one of the possible indicators of a site / structure that may be considered "historic" is the age of the site / structure. Other indicators may be an important event, person(s) that inhabited an area / structure or certain designated architectural styles. The Town retained the services of a consultant in late 2005 to perform the survey. The survey was completed in July 2006 and submitted to the Town for consideration. The survey included 312 sites within the Town boundaries that were at least 50-years of age. The survey found that 5 structures could qualify for some form of national historic designation but about 83 sites could qualify for a local designation. Several public discussions have taken place on the subject to date. A community workshop was assembled on the subject with noted professionals to explore various options. The Town Council at that time chose to accept study but not to proceed with any designations (areas / individual structures) or Ordinances. Staff uses the study now for all land development reviews. The survey was limited in scope and analysis based on age and architectural style. As the Town Planner charged with looking at the entire community, this analysis is provided to add context to the survey results.

Of the 511 total residential development sites in the Town, 61% were built prior to 1956. Of the 511 total residential development sites in the Town, 97% were built prior to 1975.

Of the 312 sites noted in the study, 123 (39%) of the sites were located on the East Island and 187 (61%) of the sites were located on the West Island.

Of the 312 sites noted in the study, 227 (73%) were designated as Masonry Vernacular with or without some other style included.

The total number of structures in the survey noted to have a definitive "MiMo" (Miami Modern) architectural style was 44 (14%). An additional 44 structures (14%) had some MiMo features but had another predominant architectural style. The total number of structures with some MiMo features was 88 (28%).

Of the total 88 MiMo structures, 76 (86%) of the sites were located on the East Island and 12 (6%) of the sites were located on the West Island.



NEWS RELEASE

miamidade.gov

FOR IMMEDIATE RELEASE:

MEDIA CONTACT:

Kathleen Kauffman

305-375-4958

kkauff@miamidade.gov

NATIONAL TRUST FOR HISTORIC PRESERVATION NAMES BAY HARBOR'S EAST ISLAND TO ITS 2014 LIST OF AMERICA'S 11 MOST ENDANGERED HISTORIC PLACES®

(MIAMI, June 30, 2014) – The National Trust for Historic Preservation has listed Bay Harbor's East Island on its 2014 America's 11 Most Endangered Historic Places. This annual list spotlights important examples of the nation's architectural, cultural, and natural heritage that are at risk of destruction or irreparable damage. More than 250 sites have been on the list over its 27-year history. As a result of this listing, only a handful of these sites have been lost.

The town of Bay Harbor Islands was founded in April of 1947, by Belarusian-American banker, lawyer and philanthropist, Shepard Broad. He served as the first and longest running mayor of the town, having been elected for 26-consecutive one year terms with an annual salary of one dollar.

Bay Harbor's East Island is one of the largest concentrations of mid-century Miami Modern (MiMo) style architecture in the country. Several of the east island's historic buildings were designed by renowned architects including Henry Hohauser, Charles McKirahan, Morris Lapidus, and Igor Polevitzky, who were instrumental in transforming Miami's popular Art Deco style into the distinct MiMo design.

MiMo is Miami's unique interpretation of the mid-century Modern movement, adapted to suit the local climate. MiMo embodied the mid-century ideals of progress, looking forward towards the future. Pre-cast concrete screens boasted fun geometric patterns while sheltering residents from the intense sun. Cantilevered roofs were perforated with cut-outs where palm trees could stretch up to the open sky above. Exterior decoration

evoked a sense of the tropical environment, using abstract forms in shades of sea green, and featuring representations of sea life, like mermaids, dolphins, seahorses, and seashells. The MiMo style defined a new architectural vocabulary that not only spoke to the novelty and futurism embedded in modernist design, but that addressed functional concerns of living in the subtropical climate of Miami.

Today, Bay Harbor's East Island stands threatened with redevelopment as large-scale construction moves throughout the area. Proposals call for the demolition of several mid-century structures that have long formed the cohesive collection of MiMo buildings. Approximately 170 buildings have been identified as historically significant on East Island and are eligible for national and local historic designation.

People are drawn to Miami's distinct neighborhoods like Bay Harbor Islands because they offer a unique sense of place. The rapid development that is occurring on East Island is stripping the neighborhood of its character and charm. If this pattern of demolition and development continues, the unique architectural features that attracted residents and tourists to the community will be lost, along with the sense of place that defines Bay Harbor Islands.

"Bay Harbor's East Island tells a significant part of our American history post World War II," said Stephanie Meeks, president of the National Trust for Historic Preservation. "The historic buildings were thoughtfully constructed to benefit not only the people but also the tropical environment it surrounds. We must urge developers and the city not to subject these uniquely designed mid-century modern structures to the wrecking ball but instead reuse them to meet the needs of the community and engage the larger public around its exceptional history."

You can learn more about the 2014 American's 11 Most Endangered Historic Places, and the threat against Bay Harbor's East Island at www.preservationnation.org/issues/11-most-endangered.

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Office of Historic Preservation
111 NW 1st Street, Mailbox 114 • 12th Floor
Miami, Florida 33128
T 305-375-4958

TOWN OF BAY HARBOR ISLANDS, FLORIDA REQUEST FOR PROPOSALS

HISTORICAL STRUCTURE SURVEY

PART 1: PURPOSE, BACKGROUND AND SCOPE OF SERVICES

A: PURPOSE

The Town of Bay Harbor Islands, Florida is soliciting proposals from qualified firms to prepare a historical survey and assessment study of the residential and commercial structures in the community. A large amount of the existing developments in the Town were constructed in the late 1940s and the 1950s. Approximately 50% of the structures were built prior to 1955 (50 years old) and many more will pass this timeframe in the next few years. In addition, some noteworthy inhabitants of the community, current and in the past, including the Town founder, live or have lived in the community over the years. The Town seeks to catalog and assess those structures with either architectural significance or because of ownership / residency have some historical significance.

B: BACKGROUND

The Town of Bay Harbor Islands has received a Historical Resource grant from the Florida Department of State to conduct a Historic Structure Survey of the existing development in the Town. The Town was incorporated in 1947 and built in its entirety shortly thereafter. A large amount of the existing development in the Town was constructed in the late 1940s and the 1950s. Approximately 50% of the structures were built prior to 1955 (50 years old). It is believed about 150+/- structures exceed 50 years of age. Many of those earlier residential and commercial structures along the Kane Concourse exhibit some architectural characteristics of the Miami Modern (MiMo) period that was popular at that time. The MiMo architectural design period occurred generally during and after the end of World War II when building materials were limited. As stated above, about one half of the earlier developments are now over 50 years of age and many more will pass this timeframe in the next few years. In addition, some noteworthy inhabitants of the community, current and in the past, including the Town founder, live or have lived in the community over the years.

The Town of Bay Harbor Islands is located on man-made barrier islands between the Atlantic Ocean and the Intracoastal Waterway in northeastern Miami-Dade County. The main area of the community is comprised of two (2) islands where the majority of the development exists. The western island is developed exclusively as a single-family area with a few small neighborhood parks. The eastern island is developed with commercial uses along the Kane Concourse, the main east / west roadway in the Town while the balance of the island has a variety of residential developments including duplexes, triplexes, quads, two-story walkups, townhouses and mid-rise structures. In addition, in the late 1950s, a small dredge fill island in the middle of Biscayne Bay was created and a causeway was constructed from the western island across the Intracoastal Waterway to the "fill island" and then extending westerly to the mainland connecting to 123rd Street in the City of North Miami. This is known as the Broad Causeway, named after the Town's founder and developer, Shepard Broad.

The Town is 267.6 acres in size and as of the end of 2005 is 99.4% built-out with only a few vacant parcels of land. However, since much of the development activity occurred many years ago, some of the older developments, while exhibiting some MiMo features, are dated from a structural, functional and appearance standpoint, and are experiencing increasing pressures for re-development, particularly following the Town's recent updating of the adopted Comprehensive Plan and Zoning Code regulations. Since May of 2005, the Town has received 15 requests to re-development existing older development sites. All of the requests anticipate the demolition of the existing site improvements.

The Town desires to embrace its history, understand the importance of the original Town developments and provide Town officials with adequate information for them to consider any historical significance impacts with consideration of new re-development projects.

C: SCOPE OF SERVICES

It is anticipated the survey may take up to 6 months to complete. The project must include the following services:

- 1) Historic research and analysis necessary to develop a chronology of events and identify the individuals significant in the history of the survey area.
- 2) Conduct field work to inventory the structures in the Town to be reviewed under the criteria for such survey issued by the Florida Department of State.
- 3) Preparation of Florida Master Site File (FSF) and Survey Log Sheet forms per Attachment "B" of the Historic Preservation Grant Award Agreement for all pre-1955 structures, buildings and objects within the study area under the rules of the Florida Department of State.
- 4) Submission of two (2) bound copies of a Final Survey Report to meet the requirements stipulated in Attachment "A" to the Grant Award Agreement between the Florida Department of State and the Town. The Final Survey Report shall include the following, in the following order:
 - a. A title page indicating the name of the project, the name of the author, and the date of the project;
 - b. An acknowledgment page citing the sources of funding and other significant assistance; a disclaimer and civil rights statement (civil rights statement applies to Federally funded projects only);
 - c. An introduction describing the origin and objectives of the study;

- d. A description of the survey area and theme, accompanied by a Florida Department of Transportation county highway map or USGS topographic map outlining or highlighting the survey area with identified sites plotted on a legible map of appropriate scale;
 - e. A summary of all past field surveys in the survey area of the current project and their major findings relevant to the current survey;
 - f. A description of the field survey, including the specific methodology employed to identify sites, to locate their boundaries and to evaluate them;
 - g. A summary and chronology narrative of the significant historical events or developments related to the project area or theme;
 - h. Identification of the individuals and organizations that played significant parts in these events and/or developments;
 - i. A final list of newly identified sites within the survey area, including the Florida Site File number and Survey Record Number;
 - j. A final list of newly identified sites within the study area, including the Florida Site File number and Survey Record Number;
 - k. Conclusions and recommendations as to the significance of structures / resources identified in the study area according to National Register of Historic Places criteria, local designation criteria; and future survey, planning, and preservation actions; and
 - l. A list of bibliographic sources and other supplemental materials.
- 5) Preparation and submission of required reports, supporting documents, and other such interim status reports to the Town for assistance in preparing its reports to the Florida Department of State.
- 6) Make public presentations as necessary that may include the Town Council, Planning and Zoning Board, designated Town committees and other community groups on the findings and results of the architectural survey and analysis. It is anticipated about five (2) meetings may be required.
- 7) Each bidder shall provide information as to the principles of the company, length of time the company has been in business, and references. **Each bid shall contain the total cost to the Town for the service described herewith.**

E: SPECIAL CONDITIONS

All work performed by the successful firm shall comply with the most recent versions of Attachment "A", entitled "General and Special Conditions Governing Grants and Administrative Instructions for Historic Preservation Project Accountability for Advanced Payment," and Attachment "B", entitled "Historic Preservation Grant-in-Aid Projects Required Documents for Survey Results", of the Florida Department of State, Division of Historical Resources Grant Award Agreement.

F: INSURANCE REQUIREMENTS

The successful firm shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town, nor shall the successful firm allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Town prior to commencement of the work. These certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the Town. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, shall adequate policy holders and financial ratings of A.M. Best, and shall be part of the Florida Insurance Guarantee Association Act.

Insurance shall be in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by a formal acceptance by the Town. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, the successful firm shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The successful firm shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

1. Commercial General Liability Insurance naming the Town of Bay Harbor Islands as an additional insured with not less than the following limits:

General Aggregate:	\$1,000,000
Products Comp:	\$1,000,000
Personal Injury:	\$1,000,000
Or	
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 50,000
Med Exp:	\$ 5,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad from property damage, and premises operations.

2. Professional Liability or functional equivalent with limits not less than \$1,000,000. If coverage is provided on a claims basis, then coverage must be continued for the duration of this contract and for not less than one year thereafter, or in lieu of continuation, provide an "Extended Continuation Clause" for one (1) year.
3. Workers' Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the consultant shall require any subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the successful firm. The successful firm and their subcontractors shall maintain Employer's Liability Insurance during the life of this contract. The following minimums must be maintained:

Workers' Compensation \$1,000,000

The Town reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

F: CANCELLATION

The Town of Bay Harbor Islands reserves the right to terminate this agreement with or without cause effective thirty days from date of written notice. In the event that any of the provisions of the agreement are violated by the successful firm, the Town of Bay Harbor Islands may serve written notice upon such firm of its intention to immediately terminate the agreement upon written notice to the firm. Such notice will state the reason(s) for termination of agreement. After receipt of a Termination Notice, except as otherwise directed by the Town, the successful firm shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in progress, completed work, and other materials related to the terminated work to the Town.
- D. Continue and complete all parts of the work that have not been terminated.

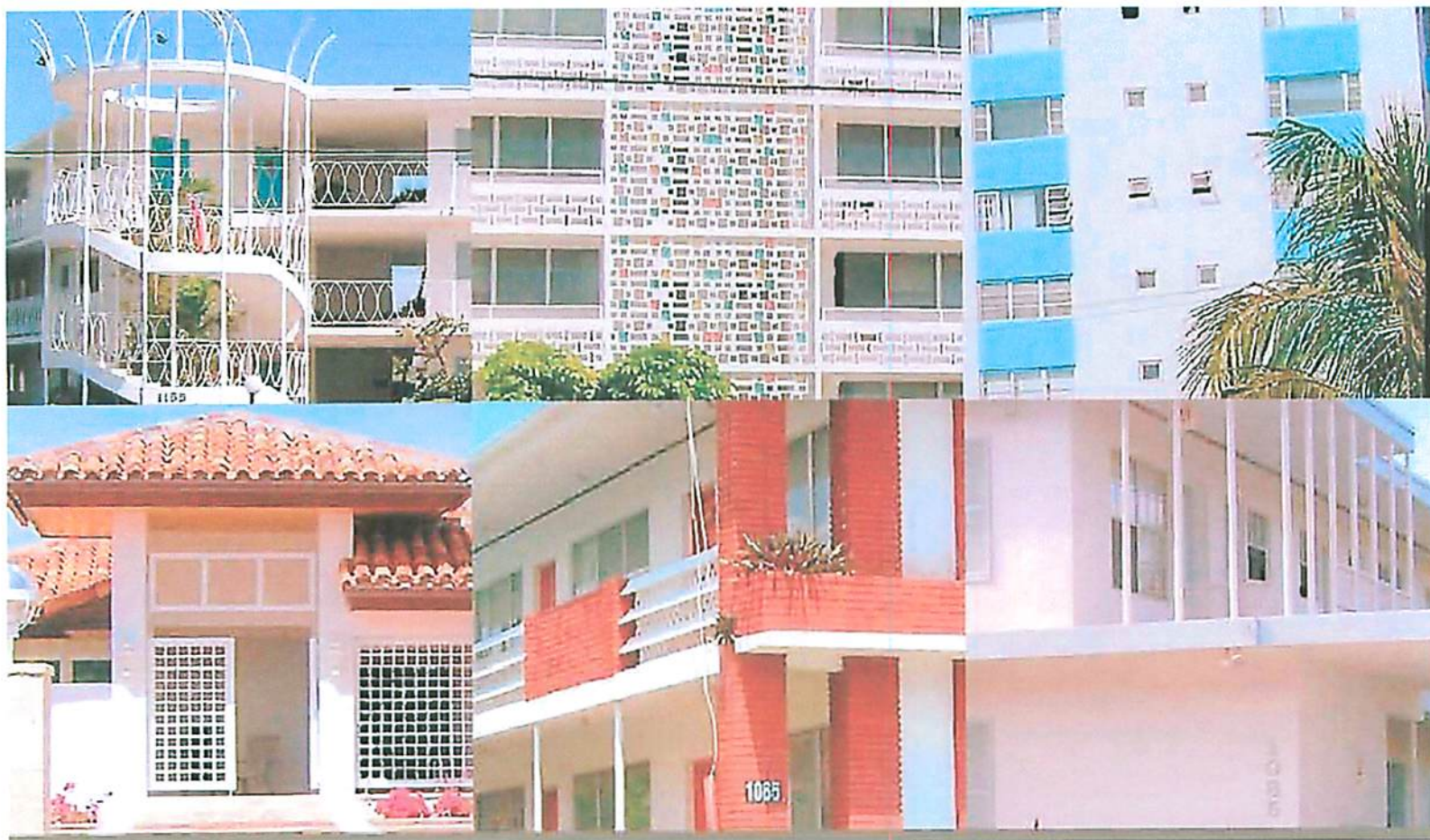
G: HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The successful firm agrees to indemnify and hold harmless the Town, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the Town from (A) any breach by the successful firm of this agreement; (B) any inaccuracy in or breach of any of the representations, warranties or covenants made by the successful firm herein; (C) any claims, suits, actions, damages or causes of action arising during the term of this contract for any personal injury, loss of life or damage to property sustained by reason or as a result of the performance of this contract by the successful firm and the firm's agents, employees, invitees, and all other persons; and (D) any claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property

sustained by reason or as a result of the presence of the successful firm and the firm's agents, employees, invitees, and all other persons. Nothing in this contract shall be construed to affect, in any way, the Town's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

H: DEADLINE FOR PROPOSALS

All proposals shall be submitted in sealed envelopes marked on the outside "SEALED BID – HISTORIC STRUCTURE SURVEY" and addressed to J.C. Jimenez, Assistant to the Town Manager. Bids will be publicly opened and read aloud in the office of the Town Manager at 2:00p.m. on Friday, February 10, 2006.



Draft Report

Historical Structure Survey Town of Bay Harbor Islands Miami-Dade County, Florida

June 2006

Prepared for:

Town of Bay Harbor Islands
Bay Harbor Islands, Miami-Dade County, Florida

Prepared By:

Jared N. Tuk, M.A., Lead Architectural Historian
GAI Consultants, Inc.

GAI Project Number:

C060199.10

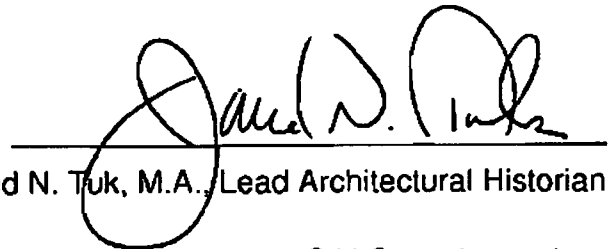


Draft Report

Historical Structure Survey
Town of Bay Harbor Islands
Miami-Dade County, Florida

Prepared for:
Town of Bay Harbor Islands

Prepared by:

A handwritten signature in black ink, appearing to read "Jared N. Tuk", is written over a horizontal line.

Jared N. Tuk, M.A., Lead Architectural Historian

GAI Consultants, Inc.
618 East South Street
Orlando, FL 32801

GAI Project No. C060199.10

June 16, 2006



gai consultants

4.4 Surveyed Resources in the Bay Harbor Islands Survey Area

GAI surveyed 312 resources in the Town of Bay Harbor Islands *Historical Structure Survey* project area in March 2006. Table 1 lists the 312 resources surveyed by GAI during the 2006 survey of the Town of Bay Harbor Islands. Each entry includes the FMSF number, date of construction (as documented by Town records), name (where applicable), address, and its architectural style (dominant stylistic influences, if present, follow in parentheses).

Table 1
Surveyed Resources—Town of Bay Harbor Islands Historical Structure Survey

Surveyed Resources—Town of Bay Harbor Islands Historical Structure Survey				
FMSF No	Date	Name	Address	Architectural Style
DA10123	1950	Broad Causeway	Over Biscayne Bay	Drawbridge
DA10126	1950-1955		1025-1047 92nd Street	Masonry Vernacular (International)
DA10127	1952		1040 92nd Street	Masonry Vernacular (MiMo)
DA10128	1949		1055 92nd Street	Masonry Vernacular
DA10129	1951		1050 92nd Street	Masonry Vernacular
DA10130	1947		1070 92nd Street	Masonry Vernacular
DA10131	1950		1080-1086 92nd Street	Masonry Vernacular (MiMo)
DA10132	1952		1135 92nd Street	Masonry Vernacular (MiMo)
DA10133	1956		1150-1154 93rd Street	Masonry Vernacular
DA10134	1951		1140 93rd Street	MiMo (International)
DA10135	1954		1130 93rd Street	MiMo (International)
DA10136	1954		1065-1067 93rd Street	Masonry Vernacular (MiMo)
DA10137	1950		1055-1057 93rd Street	Masonry Vernacular (MiMo)
DA10138	1949		1045 93rd Street	Masonry Vernacular
DA10139	1952		1020 93rd Street	MiMo (Art Deco/Streamline Moderne)
DA10140	1951		1025-1029 94th Street	Masonry Vernacular (MiMo)
DA10141	1950		1030-1040 94th Street	Masonry Vernacular (International)
DA10142	1950		1043-1045 94th Street	Masonry Vernacular (MiMo)
DA10143	1950		1085 94th Street	Masonry Vernacular (International)
DA10144	1951		9350-9380 Bay Harbor Terrace	Masonry Vernacular
DA10145	1950	Bay Harbor Fine Food Market	1075-1077 95th Street	Masonry Vernacular (MiMo)
DA10146	1954		1060 95th Street	Masonry Vernacular (MiMo)
DA10147	1951	Ocean Cadillac	1000 Kane Concourse	MiMo
DA10148	1947		9560-9580 West Bay Harbor Drive	Masonry Vernacular (Colonial Revival)
DA10149	1951	Colonial Manor	9370 West Bay Harbor Drive	MiMo
DA10150	1947		9201-9241 West Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10151	1952		9160 West Bay Harbor Drive	Masonry Vernacular (Mediterranean Revival)

Surveyed Resource: Town of Bay Harbor Islands Historical Structure Survey				
FMSE No.	Date	Name	Address	Architectural Style
DA10152	1952		9140 West Bay Harbor Drive	MiMo (International)
DA10153	1955		9110 West Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10154	1952		9161 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10155	1947	Island Club	9201-9221 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10156	1947	Bay Park Apartments	9200 East Bay Harbor Drive	MiMo
DA10157	1951		9270-9290 East Bay Harbor Drive	MiMo
DA10158	1951		9300 East Bay Harbor Drive	MiMo
DA10159	1951	Lido Apartments	9370 East Bay Harbor Drive	MiMo
DA10160	1951		9350-9354 East Bay Harbor Drive	MiMo (International)
DA10161	1955	Royale House	9431 East Bay Harbor Drive	MiMo
DA10162	1955	Royale House (#2)	9481 East Bay Harbor Drive	MiMo
DA10163	1955	Royale House (#3)	9481 East Bay Harbor Drive	Masonry Vernacular
DA10164	1956	Riviera Apartments	9521 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10165	1947	Riviera Apartments (#2)	9541 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10166	1947	Taubco	9551 East Bay Harbor Drive	Masonry Vernacular
DA10167	1953	French Bakery	1019-1023 Kane Concourse	MiMo
DA10168	1956		1177 Kane Concourse	Masonry Vernacular (Classical Revival)
DA10169	1956		1175 97th Street	Masonry Vernacular (MiMo)
DA10170	1956		1165 97th Street	Masonry Vernacular
DA10171	1956	Stella's Apartments	1145 97th Street	Masonry Vernacular
DA10172	1954		1135 97th Street	Masonry Vernacular (MiMo)
DA10173	1951		1125 97th Street	Masonry Vernacular (MiMo)
DA10174	1950		9720-9740 Bay Harbor Terrace	MiMo
DA10175	1957		1050 98th Street	International (MiMo)
DA10176	1954		1060-1080 98th Street	MiMo
DA10177	1954		1065 98th Street	MiMo
DA10178	1952		1073-1075 98th Street	Masonry Vernacular (MiMo)
DA10179	1951		1085 98th Street	MiMo
DA10180	1950		1101 98th Street	Masonry Vernacular (Art Deco/Streamline Moderne)
DA10181	1953		9760-9780 Bay Harbor Terrace	MiMo
DA10182	1955		1120-1124 98th Street	Masonry Vernacular
DA10183	1953		1130-1134 98th Street	Masonry Vernacular
DA10184	1950		1140 98th Street	Masonry Vernacular (MiMo)
DA10185	1950		1170 99th Street	MiMo
DA10186	1956		1160 99th Street	Masonry Vernacular
DA10187	1956		1175 99th Street	Masonry Vernacular (MiMo)

Surveyed Resources—Town of Bay Harbor Islands Historical Structure Survey				
FMSF No.	Date	Name	Address	Architectural Style
DA10188	1950	Rex Gardens Condominium	1125 99th Street	Masonry Vernacular (MiMo)
DA10189	1950-1952	Rex Gardens Condominium #2	1085-1101 99th Street	MiMo
DA10190	1957		1100 100th Street	MiMo
DA10191	1951		1120-1124 100th Street	MiMo
DA10192	1953		1130 100th Street	Masonry Vernacular (MiMo)
DA10193	1951		1140-1144 100th Street	Masonry Vernacular (MiMo)
DA10194	1951		1145-1147 100th Street	Masonry Vernacular
DA10195	1951		1150 100th Street	Masonry Vernacular
DA10196	1956		1155-1157 100th Street	Masonry Vernacular
DA10197	1956		1160 100th Street	Masonry Vernacular (MiMo)
DA10198	1956		1163-1167 100th Street	Masonry Vernacular
DA10199	1956		1150 101st Street	Masonry Vernacular
DA10200	1956		1155 101st Street	Masonry Vernacular (MiMo)
DA10201	1956		1165 101st Street	Masonry Vernacular (MiMo)
DA10202	1956		1160-1164 101st Street	Masonry Vernacular
DA10203	1956		1170-1174 101st Street	Masonry Vernacular
DA10204	1956		1175 101st Street	Masonry Vernacular (MiMo)
DA10205	1956		1170-1174 102nd Street	Masonry Vernacular
DA10206	1956		1150-1152 102nd Street	MiMo
DA10207	1958		1131-1145 102nd Street	Masonry Vernacular (MiMo)
DA10208	1956	Bay Harbor Club	1155 103rd Street	MiMo
DA10209	1956		1170 103rd Street	Masonry Vernacular (MiMo)
DA10210	1954	Coral Sea Towers	10300 West Bay Harbor Drive	MiMo
DA10211	1951		10281 West Bay Harbor Drive	Masonry Vernacular
DA10212	1950		10203 West Bay Harbor Drive	Masonry Vernacular
DA10213	1950		10201 West Bay Harbor Drive	Masonry Vernacular
DA10214	1952		10171-10177 West Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10215	1948		10080-10084 West Bay Harbor Drive	MiMo
DA10216	1952		10101 West Bay Harbor Drive	MiMo
DA10217	1957		10081 West Bay Harbor Drive	MiMo
DA10218	1955		9901 West Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10219	1956		9871-9881 West Bay Harbor Drive	MiMo
DA10220	1953		9761-9771 West Bay Harbor Drive	Masonry Vernacular
DA10221	1953		9760-9764 West Bay Harbor Drive	Masonry Vernacular
DA10222	1956	Bay Harbor Townhouse	9720 West Bay Harbor Drive	MiMo
DA10223	1950		9700 West Bay Harbor Drive	Masonry Vernacular (International)

Surveyed Resources—Town of Bay Harbor Islands Historical Structure Survey				
FMSF No.	Date	Name	Address	Architectural Style
DA10224	1947	Islands Café/London Tavern	9601 East Bay Harbor Drive	Masonry Vernacular
DA10225	1955	Bay Harbor Inn/Palm Restaurant	9650-9660 East Bay Harbor Drive	Masonry Vernacular (Classical Revival)
DA10226	1953	Carroll Walk	9770-9780 East Bay Harbor Drive	Masonry Vernacular (International)
DA10227	1950	Melody Manor	9781 East Bay Harbor Drive	MiMo
DA10228	1950	Town and Country Apartments	9800-9850 East Bay Harbor Drive	Masonry Vernacular
DA10229	1952	Edgewater	9821-9841 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10230	1950	Two Apartments	9870-9882 East Bay Harbor Drive	Masonry Vernacular (International)
DA10231	1956		9890 East Bay Harbor Drive	Masonry Vernacular (International)
DA10232	1956		9900 East Bay Harbor Drive	MiMo
DA10233	1956	Skylark	9901 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10234	1956		9919-9927 East Bay Harbor Drive	Masonry Vernacular (Mediterranean Revival)
DA10235	1956		9950 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10236	1955	The Driftwood	9955 East Bay Harbor Drive	MiMo
DA10237	1956		9970-9980 East Bay Harbor Drive	Masonry Vernacular
DA10238	1951	The Anchorage	10001 East Bay Harbor Drive	MiMo
DA10239	1952	Anthony Gardens	10070-10078 East Bay Harbor Drive	Masonry Vernacular (Colonial Revival)
DA10240	1950	Bay Harbor Towers	10141-10143 East Bay Harbor Drive	MiMo
DA10241	1953		10150 East Bay Harbor Drive	Masonry Vernacular (Mediterranean Revival)
DA10242	1947		10190 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10243	1953		10200-10290 East Bay Harbor Drive	MiMo
DA10244	1947	The Vogue Apartments	10201 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10245	1956	Town and Country	10231 East Bay Harbor Drive	Masonry Vernacular
DA10246	1950		10271 East Bay Harbor Drive	Masonry Vernacular
DA10247	1952	Harbour Bay Condominium	10281 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10248	1952		10301 East Bay Harbor Drive	Masonry Vernacular (MiMo)
DA10249	1956		1251 94th Street	Ranch
DA10250	1955		1271 94th Street	Masonry Vernacular
DA10251	1947		1351 95th Street	Ranch
DA10252	1953		1333 95th Street	Masonry Vernacular
DA10253	1950		1311 95th Street	Ranch
DA10254	1955		9500 Broadview Terrace	Masonry Vernacular
DA10255	1950		1310 95th Street	Masonry Vernacular
DA10256	1950		1300 95th Street	Masonry Vernacular (Greek Revival)

Surveyed Resources—Town of Bay Harbor Islands Historical Structure Survey				
FMSF No.	Date	Name	Address	Architectural Style
DA10257	1950		1280 95th Street	Masonry Vernacular
DA10258	1956		9525 Broadview Terrace	Masonry Vernacular
DA10259	1955		1271 95th Street	Masonry Vernacular
DA10260	1955		1281 95th Street	Masonry Vernacular
DA10261	1956		1260 95th Street	Masonry Vernacular (Art Deco/Streamline Moderne)
DA10262	1956		1250 95th Street	Masonry Vernacular (Ranch)
DA10263	1956		1251 95th Street	Ranch
DA10264	1956		1230 95th Street	Ranch
DA10265	1956		1210 95th Street	Masonry Vernacular
DA10266	1956		1230 96th Street	Ranch
DA10267	1956		1250 96th Street	Masonry Vernacular
DA10268	1947		9530 West Broadview Drive	Masonry Vernacular (Classical Revival)
DA10269	1956		9520 West Broadview Drive	Masonry Vernacular (Midco)
DA10270	1956		9500 West Broadview Drive	Masonry Vernacular
DA10271	1955		9434 West Broadview Drive	Masonry Vernacular
DA10272	1955		9430 West Broadview Drive	Masonry Vernacular
DA10273	1955		9416 West Broadview Drive	Masonry Vernacular
DA10274	1955		9414 West Broadview Drive	Masonry Vernacular (Post-Modern)
DA10275	1955		9408 West Broadview Drive	Masonry Vernacular (Spanish Eclectic)
DA10276	1951		9401 East Broadview Drive	Ranch
DA10277	1955	Shepard Broad House	9405 East Broadview Drive	Masonry Vernacular
DA10278	1955		9407 East Broadview Drive	Ranch
DA10279	1955		9411 East Broadview Drive	Mediterranean Revival
DA10280	1955		9421 East Broadview Drive	Mediterranean Revival
DA10281	1955		9431 East Broadview Drive	Mediterranean Revival
DA10282	1955		9450 East Broadview Drive	Masonry Vernacular (Ranch)
DA10283	1955		9451 East Broadview Drive	Masonry Vernacular
DA10284	1955		9461 East Broadview Drive	Masonry Vernacular
DA10285	1955		9501 East Broadview Drive	Masonry Vernacular
DA10286	1956		9520 East Broadview Drive	Masonry Vernacular
DA10287	1956		9525 East Broadview Drive	Ranch
DA10288	1947		9551 East Broadview Drive	Ranch
DA10289	1956		1211 97th Street	Masonry Vernacular
DA10290	1956		1230 97th Street	Masonry Vernacular
DA10291	1955		1231 97th Street	Masonry Vernacular

Surveyed Resources—Town of Bay Harbor Islands Historical Structure Survey				
FMSF No.	Date	Name	Address	Architectural Style
DA10292	1956		1250 97th Street	Masonry Vernacular
DA10293	1956		1251 97th Street	Masonry Vernacular
DA10294	1956		1260 97th Street	Post-Modern
DA10295	1955		1281 97th Street	Masonry Vernacular (Ranch)
DA10296	1956		1271 97th Street	Ranch
DA10297	1950		9725 Broadview Terrace	Ranch
DA10298	1955		9641 Broadview Terrace	Masonry Vernacular (Art Deco/Streamline Moderne)
DA10299	1950		1311 97th Street	Masonry Vernacular
DA10300	1950		1310 97th Street	Masonry Vernacular (Post-Modern)
DA10301	1953		1331 97th Street	Masonry Vernacular (Art Deco/Streamline Moderne)
DA10302	1950		1330 97th Street	Masonry Vernacular
DA10303	1947		1351 97th Street	Ranch
DA10304	1953		1350 97th Street	Masonry Vernacular
DA10305	1955		1377 97th Street	Masonry Vernacular
DA10306	1947		1370 97th Street	Ranch
DA10307	1955		1371 98th Street	Ranch
DA10308	1947		1361 98th Street	Ranch
DA10309	1947		1380 98th Street	Masonry Vernacular (MidMo)
DA10310	1947		1351 98th Street	Masonry Vernacular
DA10311	1953		1350 98th Street	Masonry Vernacular
DA10312	1953		1331 98th Street	Masonry Vernacular
DA10313	1950		1330 98th Street	Masonry Vernacular
DA10314	1950		1310 98th Street	Masonry Vernacular (Art Deco/Streamline Moderne)
DA10315	1953		9750 Broadview Terrace	Masonry Vernacular (Ranch)
DA10316	1950		9820 Broadview Terrace	Masonry Vernacular (Art Deco/Streamline Moderne)
DA10317	1953		9755 Broadview Terrace	Ranch
DA10318	1953		9825 Broadview Terrace	Masonry Vernacular
DA10319	1955		1270 98th Street	Masonry Vernacular (Post-Modern)
DA10320	1955		1281 98th Street	Masonry Vernacular (Ranch)
DA10321	1955		1260 98th Street	Masonry Vernacular
DA10322	1956		1251 98th Street	Masonry Vernacular (MidMo)
DA10323	1956		1250 98th Street	Masonry Vernacular (Neo-Mediterranean)
DA10324	1956		1230 98th Street	Masonry Vernacular
DA10325	1956		1231 98th Street	Ranch

Surveyed Resources—Town of Bay Harbor Islands Historical Structure Survey				
FMSF No.	Date	Name	Address	Architectural Style
DA10326	1956		1211 98th Street	Masonry Vernacular (MiMo)
DA10327	1956		1210 98th Street	Masonry Vernacular (Neo-Mediterranean)
DA10328	1956		1230 99th Street	Ranch
DA10329	1956		1231 99th Street	Ranch
DA10330	1956		1250 99th Street	Ranch
DA10331	1955		1260 99th Street	Ranch
DA10332	1955		1261 99th Street	Ranch
DA10333	1955		1270 99th Street	Masonry Vernacular
DA10334	1956		9911 Broadview Terrace	Ranch
DA10335	1955		1310 99th Street	Ranch
DA10336	1950		1311 99th Street	Ranch
DA10337	1950		1230 99th Street	MiMo
DA10338	1953		1331 99th Street	Masonry Vernacular
DA10339	1947		1350 99th Street	Masonry Vernacular
DA10340	1947		1360 99th Street	Masonry Vernacular
DA10341	1950		1330 100th Street	Ranch
DA10342	1950		1331 100th Street	Masonry Vernacular
DA10343	1950		1310 100th Street	Masonry Vernacular
DA10344	1950		1311 100th Street	Masonry Vernacular
DA10345	1956		9950 Broadview Terrace	Masonry Vernacular (Ranch)
DA10346	1950		1301 100th Street	Masonry Vernacular
DA10347	1956		9951 Broadview Terrace	Ranch
DA10348	1955		1271 100th Street	Masonry Vernacular (Greek Revival)
DA10349	1955		1270 100th Street	Masonry Vernacular (Post-Modern)
DA10350	1955		1265 100th Street	Masonry Vernacular (MiMo)
DA10351	1956		1260 100th Street	Masonry Vernacular (Ranch)
DA10352	1956		1251 100th Street	Masonry Vernacular
DA10353	1956		1250 100th Street	Ranch
DA10354	1956		1230 100th Street	Masonry Vernacular
DA10355	1956		1211 100th Street	Ranch
DA10356	1956		1210 101st Street	Masonry Vernacular
DA10357	1956		1230 101st Street	Masonry Vernacular
DA10358	1956		1231 101st Street	Masonry Vernacular (Post-Modern)
DA10359	1956		1250 101st Street	Masonry Vernacular (Neo-Mediterranean)

Surveyed Resources—Town of Bay Harbor Islands Historical Structure Survey				
FMSF No.	Date	Name	Address	Architectural Style
DA10360	1956		1251 101st Street	Masonry Vernacular (Ranch)
DA10361	1956		1260 101st Street	Masonry Vernacular
DA10362	1955		1261 101st Street	Masonry Vernacular
DA10363	1955		1271 101st Street	Masonry Vernacular (Post-Modern)
DA10364	1955		1280 101st Street	Masonry Vernacular
DA10365	1950		1301 101st Street	Masonry Vernacular
DA10366	1950		1310 101st Street	Masonry Vernacular (Post-Modern)
DA10367	1950		1280 102nd Street	Masonry Vernacular
DA10368	1955		1270 102nd Street	Masonry Vernacular
DA10369	1955		1267 102nd Street	Masonry Vernacular
DA10370	1956		1260 102nd Street	Masonry Vernacular (Ranch)
DA10371	1956		1255 102nd Street	Masonry Vernacular
DA10372	1956		1250 102nd Street	Masonry Vernacular (Prairie)
DA10373	1956		1234 102nd Street	Masonry Vernacular (Neo-Mediterranean)
DA10374	1956		1210 102nd Street	Masonry Vernacular (Greek Revival)
DA10375	1956		1210 103rd Street	Masonry Vernacular (Post-Modern)
DA10376	1956		1230 103rd Street	Masonry Vernacular (MIMO)
DA10377	1956		1250 103rd Street	Masonry Vernacular
DA10378	1950		9623 East Broadway Drive	Ranch
DA10379	1950		9640 East Broadway Drive	Masonry Vernacular
DA10380	1955		9661 East Broadway Drive	Masonry Vernacular
DA10381	1955		9700 East Broadway Drive	Masonry Vernacular (Ranch)
DA10382	1950		9721 East Broadway Drive	Masonry Vernacular
DA10383	1953		9740 East Broadway Drive	Masonry Vernacular
DA10384	1953		9741 East Broadway Drive	Masonry Vernacular (Neo-Mediterranean)
DA10385	1950		9801 East Broadway Drive	Masonry Vernacular
DA10386	1956		9901 East Broadway Drive	Masonry Vernacular
DA10387	1955		9921 East Broadway Drive	Masonry Vernacular (Colonial Revival)
DA10388	1956		9933 East Broadway Drive	Masonry Vernacular (MIMO)
DA10389	1956		9961 East Broadway Drive	Masonry Vernacular (Tudor Revival)
DA10390	1953		10021 East Broadway Drive	Masonry Vernacular (Post-Modern)
DA10391	1956		10000 East Broadway Drive	Masonry Vernacular (Ranch)

Surveyed Resources—Town of Bay Harbor Islands Historical Structure Survey				
FMSF No.	Date	Name	Address	Architectural Style
DA10392	1950		10040 East Broadview Drive	Masonry Vernacular (Art Deco/Streamline Moderne)
DA10393	1952		10043 East Broadview Drive	Masonry Vernacular
DA10394	1947		10081 East Broadview Drive	Masonry Vernacular
DA10395	1957		10101 East Broadview Drive	Masonry Vernacular (Ranch)
DA10396	1952		10110 East Broadview Drive	Masonry Vernacular (Ranch)
DA10397	1950		10121 East Broadview Drive	Masonry Vernacular
DA10398	1950		10140 East Broadview Drive	Ranch
DA10399	1952		10161 East Broadview Drive	Masonry Vernacular
DA10400	1950		10221 East Broadview Drive	Masonry Vernacular (Neo-Mediterranean)
DA10401	1955		10240 East Broadview Drive	Ranch
DA10402	1953		10241 East Broadview Drive	Masonry Vernacular (Post-Modern)
DA10403	1953		10261 East Broadview Drive	Masonry Vernacular (Split Level)
DA10404	1949		10301 East Broadview Drive	Masonry Vernacular (Neo-Mediterranean)
DA10405	1949		10321 East Broadview Drive	Masonry Vernacular (Post-Modern)
DA10406	1949		10331 East Broadview Drive	Masonry Vernacular Colonial Revival)
DA10407	1950		10312 West Broadview Drive	Masonry Vernacular (Split Level)
DA10408	1949		10300 West Broadview Drive	Masonry Vernacular
DA10409	1953		10250 West Broadview Drive	Ranch
DA10410	1953		10236 West Broadview Drive	Milko
DA10411	1954		10235 West Broadview Drive	Masonry Vernacular (Ranch)
DA10412	1952		10226 West Broadview Drive	Ranch
DA10413	1950		10215 West Broadview Drive	Ranch
DA10414	1951		10200 West Broadview Drive	Masonry Vernacular (Post-Modern)
DA10415	1953		10155 West Broadview Drive	Masonry Vernacular
DA10416	1952		10140 West Broadview Drive	Masonry Vernacular
DA10417	1954		10130 West Broadview Drive	Masonry Vernacular (Tudor Revival)
DA10418	1950		10120 West Broadview Drive	Post-Modern (Neo-Mediterranean)
DA10419	1947		10100 West Broadview Drive	Masonry Vernacular (Split Entry)
DA10420	1951		10055 West Broadview Drive	Ranch
DA10421	1955		10031 West Broadview Drive	Masonry Vernacular (Neo-Mediterranean)
DA10422	1947		10010 West Broadview Drive	Masonry Vernacular (Neo-Mediterranean)

Surveyed Resources—Town of Bay Harbor Islands Historical Structure Survey				
FMSF No.	Date	Name	Address	Architectural Style
DA10423	1951		10000 West Broadview Drive	Masonry Vernacular (Mortuary)
DA10424	1955		9955 West Broadview Drive	Masonry Vernacular
DA10425	1955		9930 West Broadview Drive	Masonry Vernacular
DA10426	1956		9920 West Broadview Drive	Masonry Vernacular
DA10427	1956		9911 West Broadview Drive	Masonry Vernacular
DA10428	1953		9835 West Broadview Drive	Ranch
DA10429	1950		9811 West Broadview Drive	Ranch
DA10430	1950		9800 West Broadview Drive	Masonry Vernacular
DA10431	1953		9740 West Broadview Drive	Masonry Vernacular
DA10432	1953		9737 West Broadview Drive	Masonry Vernacular
DA10433	1950		9720 West Broadview Drive	Masonry Vernacular (Post Modern)
DA10434	1955		9701 West Broadview Drive	Masonry Vernacular
DA10435	1955		9700 West Broadview Drive	Masonry Vernacular (Ranch)
DA10436	1955	Citgo	1501 Broad Causeway	Masonry Vernacular

Bay Harbor Islands: Historical Structure Survey

FIGURE 4

Locations of
MiMo and
MiMo-Related
Resources in Bay
Harbor Islands
Identified in 2006
Historical Structure
Survey

- MiMo
- MiMo-Related Resources
- Survey Area
- Parcel Boundary



gai consultants
MANAGING KNOWLEDGE



FIGURE B-1



FIGURE B-2

- Individually NRHP Eligible
- Non-Eligible Resources Identified in 2006 Survey
- Survey Area
- Parcel Boundary

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Bay Harbor Islands' MiMo architecture in 'danger,' preservationists say

By Andres Viglucci

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Teri D'Amico

When lawyer and developer Shepard Broad created the town of Bay Harbor Islands 60 years ago from two mangrove clumps in the middle of Biscayne Bay, he recruited an all-star crew of local architects for a bold undertaking.

Over a dozen years, they forged a showcase of modern architecture with a decidedly subtropical twist on the town's East Island — a cohesive collection of dozens of breezy duplexes, garden apartments and bigger co-op buildings regarded today as one of the most significant surviving troves of Miami Modern, or MiMo, design.

It may also be the most imperiled.

Because of a surge of upscale condo development and a town leadership that preservationists contend is indifferent, if not hostile, to the idea of saving any of it, Bay Harbor's East Island has landed on the National Trust for Historic Preservation's list of America's 11 Most Endangered Historic Places.

Preservationists and MiMo acolytes say they hope that inclusion on the widely publicized list, which Trust officials say has helped salvage scores of important sites and buildings, will prompt town officials to recognize the historic, cultural and economic value of the East Island's MiMo abundance.

Up to now, they say, the town council has consistently spurned pleas to safeguard some of the island's most important buildings — designs by such big names as Morris Lapidus, Igor Polevitzky,

Charles McKirahan and Robert Swartburg — or to ensure that new development on the island is compatible with the scale and feel of its architectural heritage.

Instead, they say, the town has been quick to approve demolitions and new lot-filling condo and townhouse projects that overwhelm the island's modestly scaled historic buildings and clash architecturally with them. The town has in recent months approved some 25 new condo projects, more than half of which would replace architecturally significant buildings, Miami-Dade County preservation officials say.

"They have basically ignored us," said Teri D'Amico, an interior designer and longtime East Island resident who co-coined the MiMo label, now widely accepted to describe a uniquely local version of mid-20th century architecture. "We have no planning or vision. The new development is bad and so insensitive to what's here.

People have front doors looking into a parking garage. We are losing the quality of life that makes it so special.”

Robert Yaffe, Bay Harbor's mayor and a longtime council member, strongly disputes those assertions. Because the town doesn't have its own preservation program, he noted, it cannot by itself designate historic buildings for protection — a function that falls to the county's preservation board.

Yaffe said he was surprised the town wound up on the Trust list. He said the council has never taken a position against preservation. The subject hasn't come up for discussion since the council sponsored a symposium on historic preservation several years ago, he said. That symposium has not led to any concrete results.

“The town has never to my knowledge opposed the efforts of anybody to designate any property. There has been some discussion in the past regarding some of the properties in the town that some people recognized as architecturally significant, but it's not been a matter of active discussion in council meetings,” he said.

He wouldn't say whether he would support designation of any structures, saying it's not a matter for the town council.

“It's not something the town would necessarily do. That's up to the county's board,” he said.

Pressed for his opinion of MiMo architecture or the value of the East Island's historic buildings, Yaffe was succinct: “There is some very interesting architecture within the town.”

But Miami-Dade preservation officials say they halted an effort in 2010 to designate two landmark, adjacent McKirahan buildings as historic because of opposition from the town council, which went so far as to send an outside attorney to oppose them at a public meeting — a move county preservation chief Kathleen Kauffman said was likely unprecedented.

One of the two buildings, distinguished by exterior screens composed of interspersed concrete and colored glass blocks, was recently sold and is presumed fated for the wrecking ball. Preservationists fear its neighbor — which boasts an unusual spiral-staircase entryway and was featured in the hit cable TV series *Dexter* as the main character's home — may be next.

The county has broad legal authority to protect historic buildings in Bay Harbor and other municipalities without preservation programs but prefers to win some support from local officials and residents first, Kauffman said.

“We were trying to work in good faith with the town,” she said. “We have the option of going in to start designating buildings, but that's not in anyone's best interest.”

Kauffman said there is little question that the East Island is chock-full of MiMo buildings that meet the legal criteria for historic designation under local and federal standards. A building-by-building survey of the island conducted a few years ago by the late planner Carlos Dunn lays out what she called an overwhelming case for its historic and architectural value.

That value resides as much in the whole as in the design of individual buildings, she said — the overall architectural consistency, the careful mix of small and bigger buildings and the sensitive, low-density layout, meant to maximize water views, breezes and open spaces.

“To us, what's even more significant is the scale and density and how buildings were sited,” Kauffman said. “Everyone's front door opens to something beautiful. It gives every resident in these buildings an enhanced quality of life.”

That's not to minimize the architectural pizzazz of its distinctive buildings, many of which are clearly the work of skilled designers and in some instances exemplars of the jaunty MiMo style, she said. MiMo architecture is typically realized in concrete, and characterized by geometric play, breezeways, catwalks, floating staircases, decorative railings, intricate shading screens made of molded concrete blocks or metal grilles, and angular “beanpole” columns.

"The details are just fantastic," Kauffman said. "It's incredible that all these architects were designing in one place more or less at the same time."

The island's new and planned buildings, most of them blocky structures meant to maximize allowable square footage, not only disrupt the carefully conceived urban fabric of the island but are by and large architecturally undistinguished, some preservationists say — either bland contemporary designs or generic "Tuscan" rowhouses that make no effort to relate to their MiMo forebears.

"I call them brutally average," D'Amico said.

Yaffe disagrees: "I think a lot of the projects that have been proposed are very interesting architecturally and will be nice additions to Bay Harbor."

Bay Harbor's alleged neglect of its architectural heritage stands in sharp contrast to the approach of Miami Beach and Miami, both of which have celebrated and protected MiMo districts that include iconic structures such as Lapidus' Fontainebleau and Eden Roc hotels along Collins Avenue, and Swartburg's Vagabond Motel on Biscayne Boulevard.

The Vagabond, which is similar in scale and feel to Bay Harbor's garden apartments, is about to reopen after an extensive restoration.

The Beach is also weighing creation of protected MiMo districts in its North Beach neighborhood, which is already on the National Register of Historic Places. North Beach has a concentration of 1950s residences similar to that of the East Island, and by some of the same prominent architects of the time.

Even Coral Gables, better known for its Mediterranean architecture, has designated a late-MiMo office building by Lapidus on Le Jeune Road as a protected historic landmark.

But MiMo's recognition as a distinct, and valuable, architectural style has come only recently amid a revival of appreciation for the broader field of mid-century design. And, as often happens with architecture from the recent past, many people believe it's ugly or not worth saving, said National Trust president Stephanie Meeks.

In that sense, she said, Bay Harbor is not unique. Buildings from the era are "under siege" and being demolished for redevelopment in growing numbers across the country, she said.

"MiMo is a very distinctive interpretation of mid-century modern architecture. There isn't anything else like it in the country," Meeks said. "In this particular case we understand the threat is real."

Meeks and other preservationists say the designation of historic buildings and the creation of historic districts, a subset of local government's zoning powers, have amply proved their value by spurring redevelopment and economic revivals of once-neglected neighborhoods like Miami's Morningside and, perhaps most prominently, South Beach. That's in part because more people, including developers, are seeking out places with a distinctive character and architecture to work, invest and live in, preservationists say.

Despite common misconceptions, designation protects the exterior of buildings but does not bar additions or redevelopment, so long as new construction is simpatico with the historic. The success of South Beach has been in part credited to Miami Beach's careful balancing of new development with the old.

But that's a lesson that Bay Harbor, a town of fewer than 6,000 people with a small administrative staff, may not be equipped or sophisticated enough to emulate, some preservationists say.

In pursuing new development, they say, the town may risk losing the irreproducible architectural character that distinguishes its East Island from so many other places and miss a unique opportunity, said Daniel Veitia, a real estate agent and property manager who works in North Beach.

In North Beach, Veitia said, rising rents and the allure of the low-scale MiMo neighborhood mean developers will gladly spend money to renovate and, when possible, add on to historic buildings, and the city has enacted zoning incentives to encourage that.

"Other cities would be spending money to create that attraction," said Veitia, who stressed he's neither a passionate MiMo fan nor a strident preservationist, referring to Bay Harbor's East Island. "The neighborhood's still almost intact. The buildings are in great shape. It's spectacular. You don't have to be a preservationist to see that value. Many people want to live in a low-density neighborhood.

"But it seems in Bay Harbor that neither the council nor the administration nor the community seem to value that architectural fabric, that neighborhood. They're looking at their tax base, and not recognizing they can't re-create what they already have. Maybe they need to be educated."

Kauffman said she hopes to do just that. The county is now re-surveying the East Island to determine what has been lost since the last study. Then it will organize community meetings on the East Island to encourage residents and building owners to embrace historic designation as a way of preserving their neighborhood, she said.

Yaffe suggests preservationists' fears are overstated, saying he's skeptical all the planned projects will actually be built. But he said he would support further discussion with county preservation officials and board members.

In the end, Kauffman said, whether inclusion on the National Trust endangered list makes a difference will depend on Bay Harbor residents.

"It should be a huge wake-up call to the residents," she said. "At this point, it's the residents who will have to be the front line of defense."

Prominent MiMo architects

Here are some prominent MiMo architects with buildings in Bay Harbor Island's East Island, along with notable examples of their work elsewhere:

Igor Polevitzky: Albion and Shelborne hotels, Miami Beach; Habana Riviera Hotel, Cuba.

Robert Swartburg: Vagabond Motel, Miami; Delano Hotel, Miami Beach.

Morris Lapidus: Lincoln Road Mall, Eden Roc and Fontainebleau hotels, Miami Beach.

Charles McKirahan: Miami Seaquarium, Virginia Key; Sea Chateau, Manhattan Tower, Fort Lauderdale.

Norman Giller: Carillon Hotel, The Standard (Lido Spa), North Beach Band Shell, Miami Beach.

Albert Anis: Temple Emanu-el, Cleveland, Sagamore and Shore Club hotels, Miami Beach.

Some Other places on the list of 11 Most Endangered Historic Places:

- The Palisades, New Jersey
- Frank Lloyd Wright's Spring House, Tallahassee
- Music Hall and Union Station, Cincinnati, Ohio

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 7.

ITEM: Discussion and possible action requested by Council Member Reid regarding putting some questions on the ballot to amend the charter. Enclosed is a list of questions to be addressed.

DESCRIPTION:

I reached out to the Miami-Dade County Elections Department and asked for the approximate time it would take to place questions on the ballot. The November Election would not be possible because there's not enough time.

The Town Council would need to approve the wording of the questions, then it would have to be adopted in ordinance form. After second reading, the adopted ordinance would then be sent to the County with a request for a special election. The County requires at least 90 days notice, so we are realistically looking at February or March. Or possibly waiting until our 2015 April Elections.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
Kelly Reid, Council Member

ATTACHMENTS

1.	Charter Questions	Charter questions.pdf
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I have taken the liberty of printing the thoughts that I presented to the council at the regular council meeting since they could have been not easily followed or be clear enough.

1. Separate the election for Mayor from the election for Council members. Allow the citizens to elect the Mayor since they are the "face" of the community. If a sitting member of council wishes to run for the position of Mayor, they must resign from their position on the council.
2. Reschedule the election date to occur either at the time of the county elections (normally in August) or at the time of the county runoff elections (normally in November.)
3. Have the town elections occur every 2 years.
4. Initiate term limits of 8 years, to become effective subsequent to the expiration of the terms currently being served.

I do understand that some of the suggestions that I have presented have been discussed in the past, however times change and we have to be cognizant of the changes in both other municipalities and in the county.

Some of the things that should be taken in to consideration when discussing or voting on these changes:

1. Would be a cost saving measure since the election time we have subjects us to costs which could be saved by "tagging" on to other county elections. (It currently costs in the neighborhood of \$15,000- per election because we are "alone.") By changing the election cycle to every 2 years, it would relieve the extra workload that our administrative staff has to perform and allow them to spend more time on the business of the Town.
2. Term limits have become instituted in most of the municipalities and at all government levels including the County and State.

One of the questions that would have to be considered if these ideas were put into effect would be when the existing positions would be up for re-election. The following could be an effective way to handle this question while not "harming" the tenure of any existing official".

All positions scheduled to expire in 2015, would be extended until 2016. (Mayor and Council)

All positions scheduled to expire in 2017, would be extended until on 2018. (Council)

Taking these actions, would extend the terms of all existing elected officials while allowing the town to save dollars they expend and allow the administration of the town to more usefully use their staff.

Hope this clarifies my suggestions and am looking forward to seeing these proposals brought up and voted on at subsequent meetings.

Paul Ruthfield

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 8.

ITEM: Discussion and vote on the Town Manager's request that the Town Council directly entertain the Bid protest for the Tennis Courts Contract.

DESCRIPTION:

At the June Council Meeting the Tennis Court contract was awarded to Pedro Caniza. A letter of Protest was submitted by Edwins Jean requesting for a hearing examiner.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	MD Protest procedures	Sec 2-8 4 Bid Protest Procedures Miami-Dade County.docx
2.	Notice of Protest	Notice of Protest -8-11-14.pdf

Sec. 2-8.4. Protest procedures.



This section shall govern any protest made by a participant in any competitive process utilized for selection of a person or other entity to construct any public improvement, to provide any supplies, materials or services (including professional or management services other than professional services whose acquisition procedure is governed by the Consultant's Competitive Negotiation Act, F.S. Section 287.055 et seq.), or to lease any county property.

The foregoing notwithstanding, the protest procedures contained in this section shall not apply to contracts and purchases which the County Manager has the delegated authority to award under Section 2-8.1(b) of this Code, and protests thereon shall be governed by procedures established by administrative order approved by the Board of County Commissioners.

A protest hereunder may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefor contained in bid, request for proposals ("RFP") or request for qualifications ("RFQ") specifications which have been approved by the Commission.

(a)

Responsiveness. Prior to this Board or any committee thereof hearing any protests relating to a competitive bid, request for proposal or request for qualifications, the County Manager shall request the County Attorney to certify whether the bid or proposal in question is responsive. Upon receiving such request, the County Attorney shall, in consultation with the County Manager if necessary, determine whether the bid or proposal is responsive. This Board and any committee thereof shall be bound by the determination of the County Attorney with regard to the issue of responsiveness.

(b)

A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) working days of the filing of the Manager's recommendation. For purposes of calculating this period, the day of filing of the County Manager's recommendation with the Clerk shall not be counted. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee. The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) working days after the filing of a written intent to protest. No bid protest shall be accepted unless it complies with the requirements of this Section. Notwithstanding the above, in the event that a public records request is made within the first three days of the above referenced period, a protester may utilize any public records obtained as evidence or additional grounds for protest, provided that, a) the protester met all the deadlines set forth above, and, b) a supplementary filing is made with the Clerk of the Board within 48 hours of receipt of the records responsive to the request.

(c)

Protests filed in accordance herewith shall be referred to a hearing examiner. A hearing examiner shall be appointed not later than five (5) working days following the filing of a bid protest. The hearing examiner shall conduct a hearing in connection with the bid protest which shall be completed within ten (10) working days following his or her appointment. The hearing examiner shall, within five (5) working days of the hearing, file written findings and recommendations with the Clerk of the Board and shall submit or mail a copy of same to all participants in the competitive process and to the County Attorney. The hearing examiner may extend the deadline for completion of the hearing upon written petition for good cause shown, but such extension shall not exceed an additional five working (5) days. The hearing examiner shall consider the written protest and supporting documents and evidence appended thereto, the County

Manager's recommendation, and supporting documentation, and all evidence presented at the hearing. The hearing examiner may also require written summaries, proffers, affidavits and other documents the hearing examiner determines to be necessary in order to conclude the hearing and issue the report and recommendation within the time limits set forth in this ordinance. The hearing examiner shall be entitled to rely on evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs, whether or not such evidence would be admissible in a trial in the courts of Florida.

(d)

The hearing examiner shall allow a maximum of two hours for the protester's presentation of its protest and a maximum of two hours for the County's response to each protest. In the event of multiple protests, the hearing examiner shall allocate the time as necessary to ensure that the hearing shall not exceed one day.

(e)

The County Manager shall prepare an administrative order, to be approved by this Commission, amending Administrative Order No. 3-21 and setting forth a fee schedule for filing of bid protests. The fee shall be in the amount necessary to defray the cost of the bid protest process established in this Section. The administrative order shall also establish the amount of compensation to be paid the hearing examiner, and shall provide for a prorated reduction of that compensation in the event the hearing examiner fails to abide by the time limitations set forth in Section 2-8.4(c) above.

(f)

Hearing examiners shall be selected from a panel of retired judges who have served ten (10) or more years as Circuit Judges in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. Hearing examiners may be selected from alternate sources where the County Attorney recommends in writing that such action is necessary to achieve greater diversity.

(g)

The hearing examiner's findings and recommendation shall be presented to the Commission together with the recommendation of the County Manager. Notice thereof shall be mailed to all participants in the competitive process at least five (5) days in advance of such presentation. Notwithstanding any other provision of this Code or any prior resolution, the matter shall be heard by the Commission without prior presentation to any committee. The matter shall be resolved on the basis of the record before the hearing examiner and no evidence or issue which was not presented or raised at such hearing shall be considered. Presentations to the Commission by any participant in the competitive process or their representatives if authorized by subsection (h) below shall be limited to ten (10) minutes per side. The foregoing time limitation shall be inclusive of all speakers addressing the Commission on behalf of each side.

(h)

If the hearing examiner concurs in the County Manager's recommendation, a two-thirds (2/3) vote of the Commission members present shall be required to take other than the recommended action. Provided however, a two-thirds (2/3) vote shall not be required to reject all bids. If the hearing examiner concurs in the County Manager's recommendation, the Commission shall not allow presentations by any participants in the competitive process or their representatives at the time the matter is presented to the Commission. If the hearing examiner does not concur in the County Manager's recommendation, the participants in the competitive process and their representatives may make presentations to the Commission and the Commission shall decide the matter by majority vote.

(i)

The County Manager may provide different time periods for the taking of any actions required hereunder when the interest of the County so requires by including appropriate language in the specifications or addenda thereto.

(j)

The foregoing notwithstanding, the Commission, by two-thirds (2/3) vote of the members present, may waive the requirements of this section and entertain a bid protest, upon written recommendation of the County Manager.

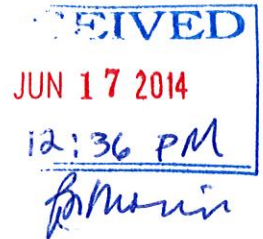
(Ord. No. 93-135, § 2, 12-14-93; Ord. No. 94-26, § 1, 2-1-94; Ord. No. 95-22, § 1, 2-7-95; Ord. No. 95-126, § 1, 7-11-95; Ord. No. 95-201, § 2, 11-7-95; Ord. No. 99-146, § 1, 10-19-99; Ord. No. 00-86, § 1, 7-6-00; Ord. No. 01-68, § 1, 4-10-01; Ord. No. 04-77, § 1, 4-27-04; Ord. No. 06-124, § 1, 9-12-06)

Notice of Protest

BAY HARBOR ISLANDS

Appeal of Tennis Center Contract

By Edwins Jean



I, Edwins Jean, declare that the denial of my bid for the tennis center was unfair and an abuse of discretion and authority by the Town Council. In support, I submit the following:

Process and Procedure

Sec. 2-1.10. Authority to resolve protested bids and proposed awards.

The town hereby adopts, for its own use, the bid protest procedures enumerated in section 2-8.4 of the County Code as it may be amended from time to time. All references to county personnel in section 2-8.4 of the County Code shall henceforth be applicable to town personnel who serve in comparable capacities to the county personnel referred to therein.

(Ord. No. 881, § 1, 5-11-09)

Request for Hearing Examiner

Pursuant to Sections 2-8.4 (c) and (f) of the County Code, I request a hearing examiner from a panel of retired judges who have served ten (10) or more years as Circuit Judges in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

Authority and Discretion of Council

Sec. 2-1.6. Bid awards.

Bid awards shall be made to the lowest responsible and responsive bidder. Price shall not be the sole consideration in determining which submitting bidder is the lowest responsive responsible bidder. Other considerations may include, but are not limited to, the following: the capacity,

ability, and skill of the bidder to perform the contract including experience in the specific type of work or project involved; education, degrees, certifications, and professional licensures; the character, integrity, reputation, judgment, experience, and efficiency of the bidder; past and current compliance with relevant laws and regulations; past and current record of performance with the town. The town retains the right to reject all bids.

(Ord. No. 881, § 1, 5-11-09)

Sec. 2-1.9. Action by council.

Upon submission of the recommendation to the town council, the town council shall accept, reject, modify or refer the recommendation for additional review.

(Ord. No. 881, § 1, 5-11-09)

The Tennis Center

The Tennis Center is on land leased from the Dade County School Board and is adjacent to the Ruth K. Broad Bay Harbor K- 8 Center. It has two hard courts, no bathrooms, no water fountains, no pro shop and no office. It has a tent off to the side for shade and under it a desk both of which I provided.

Reasons Why Bid Award Was Unfair and an Abuse of Discretion and Authority

1. On every single criteria listed above in Section 2-1.6, I was the lowest and responsible bidder. Staff Recommendation of my bid was overwhelming and without qualification or reservation. In fact, I had 26 points on the Bid Tabulation Sheet, to the winner's 17. It was not even close. Ironically, there was only a one point difference between the winner and the third place bidder, yet there was no discussion at the Council Meeting of the third place bidder. Section 2-8.4 does not even allow a bid protest to challenge the relative weight of the evaluation criteria or the formula specified for assigning points in a bid. Vice Mayor Leonard abused his authority by changing the criteria for the bid and taking action inconsistent with the requirements of town code which only allowed Council to accept, reject, modify or refer the

recommendation of staff for additional review. There is no option to substitute the recommendation of staff.

2. At the Council Meeting, staff stated that in the 8 years I had the contract for the tennis center, there were no complaints or issues with my performance, and my bid submission is replete with letters of support from the community. Contrary to Section 2-1.6, no consideration was given for my past performance with the town. Indeed, it was not even a factor on the Bid Tabulation Sheet. Council abused its authority by refusing to apply the criteria in Section 2-1.6 which includes consideration of “past and current record of performance with the town.”

3. The winning bid was not responsive. The Invitation to Bid (ITB) required that the bidder must be certified by the United States Professional Tennis Association (USPTA). The winner’s bid indicated he was not yet certified. The ITB required professional, on-site racquet stringing and re-gripping services seven days a week, as well as rentals for racquets and a ball machine. The winning bid would provide those services through an “offsite vendor.” The (ITB) required that gross receipts from court fee revenue be given to the town in years 1 and 2 of 10% and year 3 of 15%. The winning bid contained no provision for providing these revenues. I had provided and proposed to continue providing all the above (and more regarding revenue). Council abused its discretion by accepting a non-responsive bid.

4. Vice Mayor Leonard proclaimed, and was evidently supported in by 4 others, that the cost provisions contained in the bid tabulation were overemphasized. By doing so, and rejecting staff recommendation while awarding the bid to the second place bidder, he de-facto changed the criteria of the ITB and abused his discretion. Vice Mayor Leonard did not care that lessons to adults were going to be \$10/hr more expensive, and \$8/hr more expensive for children. He also did not care that the winning bidder proposed no revenue sharing with the town while I proposed to maintain a 20% arrangement, which included all my revenue, not just that generated by court fees. The cost of lessons to our town residents is significantly more under the winning bid. Intentionally ignoring all of this was an abuse of discretion.

5. I have and continue to provide lessons to disabled individuals. The winning bid is silent on this.

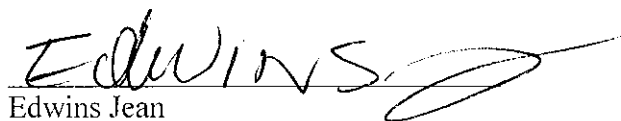
6. I proposed schedules which maximize court time to our residents. The winning bidder will monopolize the courts Saturday morning from 9 – 11:30 am and Tuesdays and Thursdays from 5:30 -7:00 pm, the prime time usage for many of our working residents. I have

and continue to propose direct after school activities for the town's children and students. The winning bid will only provide a children's (age 7-14) clinic MWF from 4:30 to 5:30. I provide it directly after school at 2:00 five days a week. Where would the kids go from 2 to 4:30 until his clinic starts? Failure to consider these factors constitutes an abuse of discretion.

7. The decision was made and based on speculation and subjective opinion not on the facts or record before Council. All bidders were experienced tennis professionals, but an invitation to bid is based on price and the requirements laid out in the Invitation to Bid. It is an open competitive process that is supposed to be transparent. That is: What you say and what you do is what is. Once the bid is in that is what it is – it can't be changed at the meeting – the other applicant(s) were not given the same opportunity. The process also protects the Town from allegations of impropriety. Indeed, because of the blatant disregard of process and injection of purely speculative criteria while ignoring my record and the bid itself, one is left to wonder if an illegal discriminatory motive was at hand. Why would the town discriminate against me after so many years of loyal service? Under what circumstances would other municipalities declare that it does not care about direct out of pocket public costs of services or the receipt of revenue to the entity? Why would such a cost concern Why was the bid contract moved from number 17 to virtually the top of the council agenda thereby denying many of my supporters who planned to be there later an opportunity to speak on my behalf? What is the true motivation of Vice Mayor Leonard and the other 4 councilmembers to reject the recommendations of staff and reject an objectively far superior bid? Were my race and national origin the reason why an unresponsive more expensive bid was accepted over mine?

A simple viewing of the town's consideration of this agenda item will leave one in amazement of the blatant injustice done to me. Vice Mayor Leonard and 4 others took away my livelihood for no apparent reason. Please right this wrong and award me the contract.

DATED: June 17, 2014


Edwins Jean

CC: Pedro Caniza

Town Manager

Town Attorney

Documents to be relied on:

- Bid proposal submitted by Edwins Jean
- Bid proposal submitted by Pedro Caniza
- Final Agenda of June 9 Town of Bay Harbor Council Meeting
- Bid Tabulation Sheet
- Invitation to Bid
- Video of portions of June 9 Town of Bay Harbor Council Meeting
- Section 2-8.4 of the County Code
- Bay Harbor Islands Code of Ordinances and Charter
- Others that may come to my attention prior to the hearing and/or through open records request

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 9.

ITEM: Consideration and approval of an ordinance on first reading amending the Town Code Section 23-11(C)(16)(f)(4) to require monthly pressure washing of the sidewalks as part of the manly maintenance required for sidewalk cafes. This ordinance was requested by the Town Manager.

DESCRIPTION:

This ordinance would require restaurants that are utilizing the right of way for a sidewalk cafe to pressure wash the sidewalks on a monthly basis as part of the maintenance requirements for sidewalk cafes. This ordinance was requested by the Town Manager.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

NONE TO THE TOWN.

BUDGET IMPACT:

Submitted By: Frank Simone, Assistant Town Attorney
Ronald Wasson, Town Manager

ATTACHMENTS

1.	sidewalk ordinance	2014.07.28 Sidewalk Cafes- Pressure Washing.docx
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ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AND SPECIFICALLY AMENDING SECTION 23-11(C)(16)(f)(4) ENTITLED SIDEWALK CAFES/ OUTDOOR SEATING FOR RESTAURANTS, DEVELOPMENT STANDARDS AND REQUIREMENTS, TO INCLUDE PRESSURE WASHING OF THE SIDEWALKS NOT LESS THAN ONCE A MONTH AS A PART THE REQUIRED MAINTENANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development and uses trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, the Town Council is charged with the protection of the health, safety and welfare of the Town's residents; and

WHEREAS, the Town Council has observed the condition of the sidewalks where sidewalk cafes are permitted to operate; and

WHEREAS, the Town Council, based upon the foregoing, wishes to require the restaurant owners/operators to pressure wash the sidewalk not less than once a month, as a part of the required maintenance for the sidewalk cafés;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to amend Section 23-11(C)(16)(f)(4) entitled Development standards and criteria, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 2014.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 2014.

Robert Yaffe
Mayor

ATTEST:

MARLENE MARANTE
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A

Amendments to the Town of Bay Harbor Islands, Florida Code of Ordinances

CHAPTER 23

ZONING AND PLANNING

Article I. Zoning Regulations.

Sec. 23-11. Land Development Regulations.

...

(C) B-1 Business District

...

(16) *Sidewalk cafes/outdoor seating for restaurants.*

(a) *Purpose.* To establish conditions and requirements under which a sidewalk cafe permit will be issued for sidewalk cafes.

(b) *Definitions.*

1. *Accessory use* is a use that (a) is located on the same lot as the principal use; (b) contributes to the comfort, convenience or necessity of the principal use; and, (c) does not exceed 30 percent of the gross floor area (the areas within the perimeter of the inside walls of the building/bay with no deductions for corridors, stairs, closets, thickness of wall, columns or other features, but excluding utility rooms).

2. *Sidewalk cafe* is a portion of a restaurant or eating establishment located outside of the principal building (unenclosed, without a permanent structural roof covering) on a private or public sidewalk that provides a sit-down area for food and/or beverage consumption purposes.

3. *Sidewalk cafe permit* is a permit issued after approval has been granted by the Town based on the criteria outlined below.

(c) *Uses permitted/permit application.* Sidewalk cafes are permitted as an accessory use to a restaurant or eating establishment. Application for a sidewalk cafe permit shall be made to the town manager, or his/her designee. If approved, a permit for a sidewalk cafe will be issued for one year and shall be automatically renewed by the town if the use remains in compliance with all conditions stated herein. Such permit will not be transferable in any manner.

(d) *Permit types.* Sidewalk cafes greater than 400 square feet in area shall be approved by the town council. Fees for sidewalk cafes greater than 400 square feet in area shall be paid in accordance to the fee schedule established by the town.

(e) *Submittal requirements.* All site plans (including architectural plans) for sidewalk cafes shall include a sketch; existing interior floor plans; exterior floor plans; building elevations; setbacks; types of landscaping/ground covering; signs; lighting; location of tables, chairs and other furniture; pedestrian ingress and egress (clear path) and other information that is deemed necessary for review. In addition, photographs, drawings, or manufacturers' brochures describing the appearance of the proposed tables, chairs, umbrellas or other objects related to the sidewalk cafe shall be provided.

(f) *Development standards and criteria.* In order to protect the public health, safety, convenience and general welfare of the surrounding uses, sidewalk cafes shall be subject to the following criteria:

1. The operations of such sidewalk cafe seating area shall be conducted in such a way as to not interfere with the circulation of pedestrian or vehicular traffic on the adjoining streets or sidewalks. There shall be a minimum of five feet of clear distance for through pedestrian movements. The minimum five-foot requirement will be measured and maintained when chairs and tables are occupied and any umbrellas are open;

2. All permanent kitchen equipment and refuse containers used to service the sidewalk cafes shall be located inside the primary restaurant; provided however, a portable service area for dishes, silverware, glassware, beverage service facilities and refuse may be permitted provided it is moved into the main building each night. Service counters or pass through windows are not permitted;

3. Required parking for sidewalk cafes shall be calculated and provided in accordance with the provisions found in chapter 23, article II of the Town Code entitled Off-Street Parking;

4. The restaurant owner/operator shall be responsible for maintaining the sidewalk cafe in a clean, neat, orderly and safe condition. All debris and litter shall be removed daily. The sidewalk shall be pressure washed not less than one (1) time a month and more often when required. Private trash containers in the sidewalk cafe dining area are prohibited. Public sidewalk trash containers shall not be used as a means of disposing of table waste generated by restaurant consumers;

5. Sidewalk cafe furniture must be kept in a clean, orderly and safe condition. Sidewalk cafe furniture must be moved into the main building each night. White plastic furniture is not permitted in sidewalk cafe areas. All white plastic furniture currently in place shall be removed within one year from the date of adoption of this subsection. Plastic furniture other than the color white is permitted, as well as metal or wood. The use of other furniture materials not listed above shall be first submitted to the design review committee for a recommendation to the planning and zoning board. The town is not obligated to approve alternative materials;

6. Restaurants may serve alcoholic beverages in the sidewalk cafe dining area provided the restaurant complies with state law and applicable Town Code provisions;

7. Audio/visual devices (televisions) are permitted in the sidewalk cafe dining area provided the devices are located under a permanent roof, are not visible from the public right-of-way and are not audible across property boundaries or through partitions common to two or more parties within a building. Loud speakers or public address systems in the sidewalk cafe dining area are prohibited for those sidewalk cafes where the sound may affect residential uses. Loud speakers or public address systems located in adjoining sidewalk cafe dining areas shall limit the volume to patrons within the boundaries of the establishment only;

8. One menu board or sandwich sign is allowed per restaurant and shall be limited to six square feet in area. There shall be no signage or logos displayed on umbrellas that can be seen from the public right-of-way, other than the name of the business establishment;

9. The hours of operation for the sidewalk cafe shall be no greater than that of the principal restaurant and may be less as determined in the review process; and

10. Upon the issuance of a hurricane warning, all outdoor furniture shall be removed from the sidewalk cafe dining area.

...

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 10.

ITEM: Discussion and possible action requested by Mayor Yaffe for approval of any Council Member that is interested in attending the upcoming Florida League of Cities 88th Annual Conference.

DESCRIPTION:

Council Members were contacted due to the proximity of the event and the deadlines for registration; so far four council members expressed an interest in attending, Council Member Salver, Council Member Fuller, Council Member Reid and Mayor Yaffe.

If anyone else is interested, please contact the Town Clerk's office to arrange for registration.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

Registration Fee is \$425 per participant.

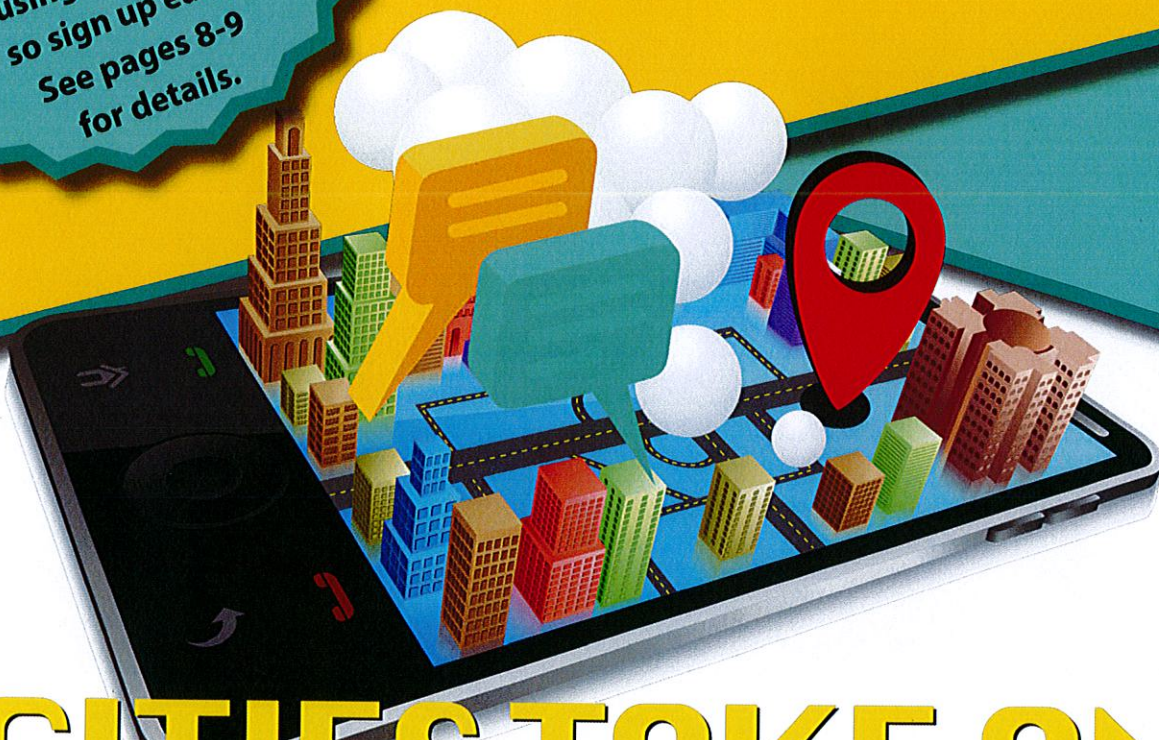
BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
 Robert Yaffe, Mayor

ATTACHMENTS

1.	League Conference	Florida League of Cities - 88 Annual Conference.pdf
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Paid registration
is required to receive
housing information,
so sign up early!
See pages 8-9
for details.



CITIES TAKE ON TECHNOLOGY

FLORIDA LEAGUE OF CITIES
88TH ANNUAL CONFERENCE

REGISTRATION INFORMATION
August 14-16, 2014 • Westin Diplomat • Hollywood, FL



PRESIDENT'S INVITATION TO THE FLORIDA LEAGUE OF CITIES 88TH ANNUAL CONFERENCE



Dear Friends:

The 88th Annual Conference of the Florida League of Cities will be held August 14-16, 2014, at the Westin Diplomat Hotel in Hollywood. This year's conference theme – **Cities Take on Technology** – will explore, among many other areas of interest, the future of technology and how it will affect Florida's cities and what cities must do to prepare for the anticipated changes. These three days will be packed full of educational opportunities!

The many workshops scheduled throughout the conference will provide information that we as city officials can use as we serve our cities and citizens. The general sessions with powerful keynote speakers will be thought-provoking. And, the timely information provided through the workshops and special participants from the state and national-level will be invaluable.

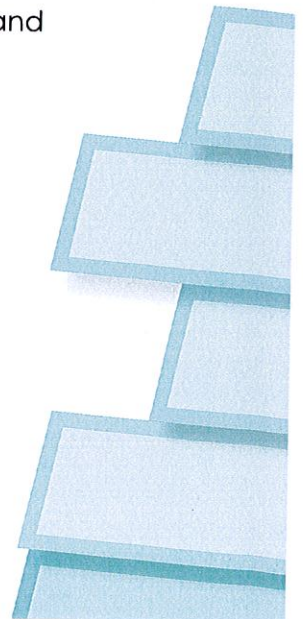
The schedule includes nationally recognized speakers. **Jim Loehr** is a world-renowned performance psychologist and author of *The Only Way to Win*. In his book, he argues that it's not about what you achieve in life, but instead who you become as a result of the pursuit of achievement. **Bill Strickland**, president and CEO of the Manchester Bidwell Corporation, will share his inspiring story of how he grew up out of poverty to form one of the most acclaimed social organizations in the world. We are also excited to hear from NLC President **Chris Coleman**, mayor of St. Paul, Minnesota.

We are very excited about this year's conference and hope you'll plan to attend. When we come together with an opportunity to share information – successes and challenges – we all grow and succeed. I look forward to seeing you in Hollywood as we take on technology—and strengthen our cities through networking, information sharing and continued educational opportunities.

Sincerely,



P.C. Wu, FLC President
Councilmember, City of Pensacola



GENERAL INFORMATION

Technology is the focus of the 2014 annual conference. How can technology be used to improve city services? How is technology affecting the way we conduct city business? What will the Florida city of the future look like? These topics and more will be explored through our informative line-up of topical workshops and engaging speakers. You'll also have plenty of opportunities to network and share ideas with your colleagues from throughout the state.

LOCATION/DATES

Westin Diplomat - Hollywood, FL
Thursday, August 14 - Saturday, August 16, 2014

REGISTRATION HOURS

Thursday, August 14	8:00 a.m. - 7:00 p.m.
Friday, August 15	7:00 a.m. - 5:00 p.m.
Saturday, August 16	8:00 a.m. - 4:00 p.m.

REGISTRATION FEES

City/County/Government (\$425), **Corporate/Other** (\$595) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15)

These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20)

This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events, and is not equivalent to a registration.**

Youth Council Program (\$45)

This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 13 for details and registration information.

DEADLINES

Registration – Conference registration forms must be postmarked on or before **Friday, August 1, 2014.**

If you are unable to meet this deadline please register on-site. **NOTE: Registration fees will increase to \$455 for government and \$625 for corporate registrants for all registrations done on-site,** so we encourage you to register in advance.

HOTEL RESERVATIONS

The cut-off date for reservations at the Diplomat is **July 18, 2014**. Reservations must be made via an FLC-provided security code only; no one will receive housing information until **after** their **paid** registration is received. Please see page 9 for more details.

CANCELLATION POLICY

Conference registration cancellations must be done in writing by mail, email or fax to the **Florida League of Cities, Inc., P.O. Box 1757, Tallahassee, FL 32302-1757; mhowe@flcities.com; or fax (850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Friday, August 1, 2014** will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. Hotel reservations must be cancelled no later than **72 hours** prior to the scheduled arrival date to avoid a penalty of one night's room and tax.

SPECIAL NEEDS

If you are physically challenged and require special services, or if you have special dietary needs (i.e. allergies or Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

FLC BOOKSTORE

Our keynote speakers are the authors of several books. A "bookstore" will be open during the conference to purchase many of these titles, and you'll have the opportunity to have them signed after each presentation.

CONTINUING EDUCATION CREDIT

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and will send certificates of attendance to all delegates who complete the sign-in sheets.

LIVE FEEDS VIA TWITTER AND FACEBOOK

The League will be offering live updates via Twitter and Facebook during the conference. Follow the League at www.twitter.com/flcities or become a fan of the League on Facebook to participate.

THURSDAY IS CITY SHIRT DAY!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 14**.

CONTACT INFORMATION

For additional information, please contact Barbara Solis by phone: (850) 222-9684; fax: (850) 222-3806; email: bsolis@flcities.com; or write to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

TENTATIVE PROGRAM

Workshop Topics

We are planning a variety of informative workshops to provide you with the tools to help your city navigate the current economic, technological and political landscape. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates! Topics being considered include:

- Cloud Technology
- Council-Manager Relations
- Crisis Communications
- Cyber Security
- Disaster Recovery
- Economic Development
- Engaging Citizens through Technology
- Ethics
- Future of Technology
- Health Care Costs
- Homelessness
- Impact of Rising Sea Levels
- Leadership
- Pension Reform
- Technology in the Sunshine
- Telecommunications
- Working with a Small Staff

THURSDAY, AUGUST 14

8:00 a.m. - 9:00 a.m.

**Florida League of Mayors
Nominating Committee Meeting**

8:00 a.m. - 7:00 p.m.

Registration Desk Open

9:00 a.m. - 12:00 p.m.

Broward County Ethics Workshop

11:30 a.m. - 12:30 p.m.

Florida League of Mayors Business Meeting

For more information, contact Jenny Anderson at (850) 222-9684.

12:00 p.m. - 7:30 p.m.

Municipal Marketplace Open

12:00 p.m. - 5:00 p.m.

Technology Center Open

Need to check the local news? Are you looking for that important email? Just want to browse

the Internet or catch up on some work? Need to charge your phone? The Florida League of Cities Technology Center provides you the perfect place to do all that with eight PCs and staff to assist you. Please note that children must be supervised while in this area.

12:30 p.m. - 1:30 p.m.

**Florida League of Mayors
Board of Directors Meeting**

1:00 p.m.

Beginning of League Conference Events

1:00 p.m. - 3:00 p.m.

"Cities 101" Workshop

If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials, but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.

Legislative Policy Committee Meetings

- Energy, Environment and Natural Resources
- Finance, Taxation and Personnel
- Growth Management and Economic Development
- Transportation and Intergovernmental Relations
- Urban Administration

3:00 p.m. - 4:00 p.m.

Resolutions Committee Meeting

3:15 p.m. - 5:15 p.m.

Workshops

4:00 p.m. - 5:00 p.m.

International Relations Committee Meeting

5:15 p.m. - 6:00 p.m.

First-Time Attendees' Orientation

If this is your first FLC Conference - Welcome! This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

6:00 p.m. - 7:30 p.m.
**President's Welcome Reception
in Municipal Marketplace**

FRIDAY, AUGUST 15

7:00 a.m.
First Annual 5K Fun Run
See page 8 for more details.

7:00 a.m. - 8:30 a.m.
**Florida Black Caucus of Local Elected Officials
Breakfast**

To be eligible to attend, a membership application and paid dues must be submitted. Membership applications can be obtained at www.fbc-leo.org. For more information regarding FBC-LEO visit their website or call (941) 723-4500.

7:00 a.m. - 9:00 a.m.
**Continental Breakfast in
Municipal Marketplace**

7:00 a.m. - 1:00 p.m.
Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Workshops

8:00 a.m. - 5:00 p.m.
Technology Center Open

9:15 a.m. - 10:00 a.m.
Workshops

10:15 a.m. - 11:45 a.m.
Opening General Session
Featuring the presentation of the E. Harris Drew Award and a keynote presentation.

11:45 a.m. - 1:00 p.m.
Sidewalk Café in Municipal Marketplace

12:00 p.m. - 1:00 p.m.
**Women Elected to Municipal Government
Luncheon**

Luncheon by invitation only. If you do not receive your invitation, please contact WEMG at contact@wemg.org. See letter on page 15 for details.

1:30 p.m. - 2:15 p.m.
Workshops

2:30 p.m. - 3:45 p.m.
Workshops

4:00 p.m. - 5:00 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open

SATURDAY, AUGUST 16

7:30 a.m. - 8:30 a.m.
**Various Local/Regional League
Breakfast Meetings**
Contact your local league for more information.

7:30 a.m. - 4:00 p.m.
Registration Desk Open

8:00 a.m. - 5:00 p.m.
Technology Center Open

8:30 a.m. - 9:00 a.m.
Voting Delegate Registration Open

9:00 a.m. - 10:30 a.m.
Annual Business Meeting

9:00 a.m. - 4:00 p.m.
Youth Council Program
See page 12 for details and registration information.

10:45 a.m. - 12:15 p.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote presentation.

12:30 p.m. - 2:15 p.m.
**Past Presidents' Luncheon and
Installation of New President**

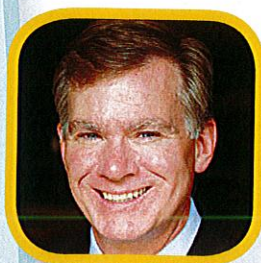
2:30 p.m. - 4:00 p.m.
Workshops

6:00 p.m. - 10:00 p.m.
Childcare Provided
Pre-registration required. See enclosed form to register.

6:30 p.m. - 9:30 p.m.
Inaugural Celebration
Step into the future for this year's Inaugural Celebration! Experience futuristic lights and sounds, enjoy thrilling games and maybe have your picture taken with a Stormtrooper or two. The event will include a buffet-style dinner and plenty of fun so be sure to attend!

Schedule and speakers subject to change.

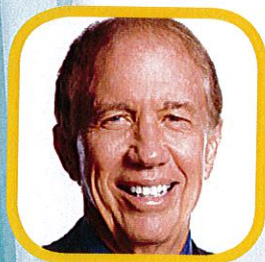
KEYNOTE SPEAKERS



Chris Coleman

Mayor **Chris Coleman** is president of the National League of Cities and mayor of St. Paul, Minnesota. As mayor, Coleman has been an advocate for education and public safety, and was instrumental in championing the Central Corridor Light Rail line – the largest transit project ever undertaken in the state of Minnesota. These efforts and initiatives are all accomplished with sound fiscal management in mind and guided by a passion for the City of St. Paul. Bridging the education gap for children has been at the core of Mayor Coleman's agenda. He has recently

introduced revolutionary programs such as the Promise Neighborhood and Sprockets, which focus on how students spend their crucial time outside of the classroom. Mayor Coleman has marshaled the best minds and resources to enrich the lives of children by extending social and academic opportunities beyond the school day, opening new doors of opportunity to a better life, and creating a safe environment for them to live and play. Mayor Coleman is a strong advocate for police, fire and emergency management services, committed to building world-class departments that set the standard for service to residents and community. He continues to invest in emergency personnel and training, as well as improved technology to assist them in keeping our communities safe.



Jim Loehr

The Only Way to Win draws on world-renowned performance psychologist and *New York Times* bestselling author **Jim Loehr**, Ph.D., who has more than 30 years of riveting insights into the world of high achievement. *The Only Way to Win* counters society's promise that great achievements will bring lasting happiness and fulfillment. Specifically, Loehr finds that the blind pursuit of external achievement often results in emptiness, addiction and, ironically, poor performance. It's not really about what you achieve, he argues, it's about who

you become as a consequence of the chase. Loehr will give an eye-opening and thought-provoking presentation that will challenge how you think about achievement in your life and in the lives of those around you. In the November 2012 issue of *Fortune* magazine, special contributor Verne Harnish mentions *The Only Way to Win* as one of five "Must Read Business Books of the Year."



Bill Strickland

Bill Strickland is a mesmerizing speaker who will inspire you to make a difference, in your life and in the lives of those around you. Ever-gracious, he delivers a profoundly simple, optimistic message for leaders: give people the tools they need, treat them with respect, and they will perform miraculous deeds. He also delves into his story of hope: of how a kid from Pittsburgh's ghetto would go on to lecture at Harvard and serve on the board of the National Endowment of the Arts; of his meeting with a pottery teacher who would change his life; and of

growing a near-bankrupt community center into one of the most acclaimed social organizations in the world. Throughout, he shares his powerful set of beliefs: for example, that we all make ourselves "poor" in one way or another when we accept that we are not smart, experienced, or talented enough to accomplish something. A successful life is not something you simply pursue – it is something that you create, moment by moment.

ADDITIONAL ACTIVITIES

OFF-SITE ACTIVITIES

The Westin Diplomat provides a professional concierge desk to answer all questions regarding what to do, where to dine and how to get there, as well as brochures on area attractions, shopping and restaurants. For complete information, please contact the Westin at (954) 602-6000 or visit their website at www.diplomatresort.com.

INAUGURAL FLC 5K FUN RUN

We will be holding the **Inaugural Florida League of Cities 5K Fun Run** on **Friday, August 15 at 7:00 a.m.** The course will take place on the beach right behind the hotel and is open to everyone participating in the conference. This will be a "fun run" and will not be a timed event. There is no charge for the event, but **pre-registration is required** (see main registration form). All participants will receive a T-shirt, water bottle and towel. Light refreshments will be provided after the race. So come on out and start your morning off right with a FUN RUN and great company!

SATURDAY NIGHT CHILDCARE

Childcare services will be available on **Saturday, August 16, from 6:00 p.m. until 10:00 p.m.** during the Inaugural Event. This service, provided by the League through Sitter Solutions, will be offered at no charge, but pre-registration is required.

The League will provide pizza, popcorn and drinks. Sitter Solutions will provide quality childcare with loads of activities and games. Toys will be provided for children 1-3 years old, as well as videos for quiet time. Pillows and blankets will also be available. This service is licensed, bonded, insured and CPR-trained, and there is no cost to you.

Agenda

6:00 p.m. - 6:30 p.m.	Registration
6:30 p.m. - 7:30 p.m.	Dinner
7:30 p.m. - 10:00 p.m.	Activities
10:00 p.m.	Closes

Please be sure to pick up your child by 10:00 p.m.

In order for us to provide this service, you will need to fill out the Childcare Registration Form on page 14 so we can determine how many sitters will be needed. Please return childcare forms to Barbara Solis, P.O. Box 1757, Tallahassee, FL 32302-1757 or fax to (850) 222-3806.

CONFERENCE HOUSING

The **Westin Diplomat** will serve as the conference hotel. It is located at 3555 S. Ocean Drive in Hollywood. The hotel's phone is (954) 602-6000. (**NOTE:** Reservations may be made via an FLC-provided code only. Please **do not** call the Westin to make reservations until you receive this code.) FLC has secured the reduced rate of **\$10** per day for self parking, and **\$20** per day for valet parking.

The landmark Westin Diplomat sits right on Hollywood Beach and features incredible views of the Atlantic. The hotel boasts a spectacular two-level, lagoon-style pool, a kids' club and many water activities. The nearby Diplomat Country Club offers top-of-the-line golf, tennis and spa facilities. Directly across the street from the hotel, the Diplomat Landing features shopping and dining opportunities, plus water taxi service. Visit the hotel's website at www.diplomatresort.com for more details. **The Westin is a smoke-free property.**

DIRECTIONS

From North: Take Interstate 95 South to Exit #18. Turn left onto Hallandale Beach Boulevard and proceed 3.5 miles. Turn left onto Ocean Boulevard (Route A1A). The hotel is located on the right.

From South: Take I-95 North to Exit #18. Turn right onto Hallandale Beach Boulevard. Proceed to Ocean Boulevard (Route A1A) and turn left. The hotel is located on the right.

From West: Take Interstate 75 East to Interstate 595 East. Then proceed to I-95 South. Take Exit #18 and turn left onto Hallandale Beach Boulevard. Proceed to Ocean Boulevard (Route A1A) and turn left. The hotel is located on the right.

ROOM RESERVATIONS – IMPORTANT – PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via email. (If you do not have an email address, we will mail or fax the information to you.) **NOTE:** If you register online, but choose to mail in your check, you will not receive your housing information until your registration is **paid**.

Please note that the reservation cut-off date at the Westin is **July 18, 2014**, and the rate is **\$170/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel block will sell out, **so please register early.**

REGISTRATION INFORMATION

EMAIL, FAX OR MAIL REGISTRATIONS

Use the enclosed registration form to register for the conference. Register early to avoid delays. Email or fax your registration with Visa or MasterCard payment as directed at the top of the form, or mail your registration with payment to the address at the top of the form. No purchase orders or telephone registrations will be accepted.

ONLINE REGISTRATION

You can register online by accessing the Florida League of Cities' Web site at www.floridaleagueofcities.com. Simply fill out the online registration, select your method of payment and your registration will automatically be sent to the Florida League of Cities. For your convenience, the costs for all registration choices are automatically totaled for you.

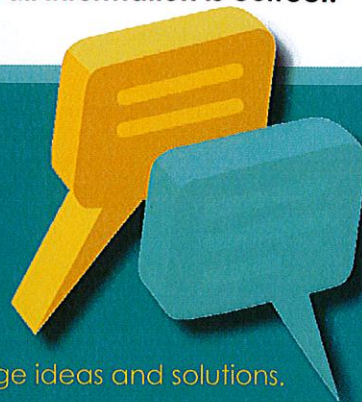
Remember: A user name and password are required to access online conference registration. If you need help logging-in, please contact Melanie Howe at (850) 222-9684.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities, **(You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** or, you can simply pay online with your Visa or MasterCard. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and registration number for your reference. **Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors.**

TOP REASONS TO ATTEND THE FLORIDA LEAGUE OF CITIES 88TH ANNUAL CONFERENCE IN HOLLYWOOD:

- Meet with colleagues and friends from around the state and exchange ideas and solutions.
- Learn about the latest developments in technology and how they will affect your city.
- Discover innovative ways to expand services and save tax dollars.
- Visit the Municipal Marketplace exhibits to get information to solve your city's problems.
- Gain inside information on the 2014 legislative session and find out what you need to do to get ready for 2015.
- Bring value back to your municipality as your return home a reenergized, renewed, educated and informed official.

The Florida League of Cities Annual Conference!
BE THERE!



REGISTRATION FEES



The registration fees for the 2014 annual conference are:

City/County/Government	\$425.00*
Guests	\$125.00
Guests (3-12 years)	\$15.00
Guests (13-18 years)	\$20.00
Corporate/Other	\$595.00*
Exhibit Hall Pass	\$20.00
Extra Luncheon Ticket	\$40.00
Extra Inaugural Celebration Ticket	\$50.00
Youth Council Program	\$45.00

***Registration fees will increase to \$455 for government and \$625 for corporate registrants for all registrations done on-site.**

City/County/Government (\$425), **Corporate/Other** (\$595) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or closing night event.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events, and is not equivalent to a registration.**

Youth Council Program (\$45): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 13 for details and registration information.

DEADLINES/CANCELLATIONS

Advance registration forms must be postmarked **on or before Friday, August 1, 2014**. If you are unable to meet this deadline, please register on-site at the conference registration desk.

Conference registration cancellations must be done in writing via email or fax to mhowe@flcities.com or **(850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Friday, August 1, 2014**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

2014 FLC Annual Conference Registration Form

August 14-16, 2014 | Westin Diplomat | Hollywood

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | mhowe@flcities.com

DELEGATE INFORMATION

Name: _____
First M.I. Last

First Name or Nickname: _____
As You Wish to Appear on Badge

Title: _____ Affiliation: _____
City, County, Government or Company

Mailing Address: _____
Note: If you will be paying with a credit card below, please use the billing address for that card.

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? ☐ Yes ☐ No Contact Person: _____

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Registration Fees	No.	Fee	Total Fee
City/County/Government	_____ @	\$425.00*	\$ _____
Corporate	_____ @	\$595.00*	\$ _____
Guest	_____ @	\$125.00	\$ _____
Guest (13-18 years)	_____ @	\$20.00	\$ _____
Guest (3-12 years)	_____ @	\$15.00	\$ _____
Exhibit Hall Pass	_____ @	\$20.00	\$ _____

Optional Activities	No.	Fee	Total Fee
Friday, August 15			
5K Fun Run	_____ @	\$0.00	\$ _____
Extra Luncheon Ticket	_____ @	\$40.00	\$ _____
Extra Inaugural Celebration Ticket	_____ @	\$50.00	\$ _____
Total			\$ _____

***Note: Registration fees will increase to \$455 for government and \$625 for corporate for all registrations done onsite.**

Special Needs

If you require special services, or have special dietary needs, please attach a written description to your registration form.

Registration

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757. Registration forms must be postmarked by **August 1, 2014**.

Remember: You will not receive housing information until we have received your **PAID** registration.

Email or Fax Registration

Registration forms with Visa or MasterCard payments can be emailed to mhowe@flcities.com or faxed to (850) 222-3806.

Cancellation Policy

All cancellations received in writing via email or fax to mhowe@flcities.com or (850) 222-3806 and received by 5:00 p.m., **Friday, August 1, 2014**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Credit Card Information

Credit Card type: ☐ MasterCard ☐ Visa

Number: _____ Exp. Date: _____

Account Name: _____

Signature: _____

2014 FLC Youth Council Program

Saturday, August 16, 2014 | 9:00 a.m. - 4:00 p.m. | Westin Diplomat | Hollywood

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | sberrian@flcities.com

We are pleased to invite youth councils from throughout the state to participate in the annual conference. Attendees will learn about issues facing municipalities across the country and have the opportunity to network with other Florida youth councils.

The registration fee for this program is **\$45** per person and includes the keynote presentation during Saturday's general session, lunch and youth-targeted presentations. **For more information please contact Sharon Berrian at (850) 222-9684.**

Please complete one form per youth council. The form may be duplicated if you are registering more than six people.

Youth Council Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Contact Cell Phone: _____

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Registration Fee = \$45* per person if received by Friday, July 25, 2014.

*This fee increases to **\$55** per person if received after Friday, July 25, 2014. The final deadline for registration is **Friday, August 1, 2014.**

Total Amount Enclosed: \$ _____

Method of Payment: ☐ Check (payable to Florida League of Cities) ☐ Visa ☐ MasterCard

Credit Card Number: _____ Exp. Date: _____

Billing Address (if different from above): _____

City: _____ State: _____ Zip: _____

Cardholder's Name: _____ Cardholder's Signature: _____

Mail checks to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302

Fax Visa or MasterCard payments to (850) 222-3806, Attn: Robert Pittman

Email Visa or MasterCard payments to: rpittman@flcities.com

Youth council registration cancellation must be done in writing via email or fax to sberrian@flcities.com or (850) 222-3806. All cancellations received in the FLC office by 5:00 p.m., **Monday, August 4, 2014**, will receive refunds. Refunds will be issued after the conference.

Florida League of Cities INAUGURAL CELEBRATION CHILDCARE

Saturday, August 16, 2014 | 6:00 p.m. - 10:00 p.m. | Westin Diplomat | Hollywood



Sitter Solutions, Inc.
Pre-Registration Form

Parent Name: _____ Phone () _____
 Address: _____ Cell Phone: _____
 City: _____ State: _____ Zip/Postal Code: _____

Please list each child's name, age and any allergies or special needs as indicated below.

Child Name	Age	Allergies/ Special Needs

Who is authorized to pick up your child?

Name: _____	Relationship: _____
Name: _____	Relationship: _____

1. The undersigned parent/guardian, for himself or herself, and his or her heirs, successors and/or assigned, hereby releases, acquits and fully discharges, Sitter Solutions and their respective shareholders, officers, directors, agents, employees, representatives, predecessors, successors and assigns from any and all claims, suits, sums of money, judgments, executions, damages, losses, expenses of any kind including without limitation, court demands, causes of actions and rights whatsoever, known or unknown contingent or otherwise, that parent, guardian or child might have, in whole or in connection with directly or indirectly, in the provision of child care services and or any use by parent/guardian or their children at such facility.
 2. Parent/guardian may not bring toys, jewelry, valuables or medications into child care facility. Sitter Solutions, Inc. will not be responsible for such items and will not administer medication of any kind.
 3. Parent/guardian warrants that the child has no allergies or disabilities, which have not been noted above.
 4. This agreement shall be interpreted and construed under and in accordance with the laws of the State of Florida.
 5. I hereby grant permission for Sitter Solutions, Inc. to take whatever steps necessary to obtain emergency medical care if warranted. If the parent cannot be reached emergency personnel will be called.
 6. I hereby give permission for photographs/video to be taken of my child (ren) while attending a Sitter Solutions, Inc. children's convention. These photographs/video may be used for Sitter Solutions, Inc.
- This will serve as my authorization to Sitter Solutions, Inc.

Signature

Relationship

For more information, call Sitter Solutions, Inc. at
1-877-SITTING



Women Elected to Municipal Government in Florida

Dear Members, Conference Guests and Spouses:

We invite you to join with us at our Annual Luncheon being held during the Florida League of Cities Conference, at the Westin Diplomat in Hollywood, Florida. This event will be on Friday, August 15th from 12:00 to 1:00 pm. We will also be holding our Annual Meeting on the same day from 5:00pm – 6:00pm

The annual luncheon is designed to encourage fellowship and networking amongst our members and guests, and increase awareness about the organization for non-members. Each year, we have a keynote address by a woman that has risen to the top of her chosen career and is making a significant difference in her community.

To reserve your place please complete the form below and mail it to the address shown below together with your check for \$40 (Member rate) or \$45 (Non-Member rate) payable to Women Elected to Municipal Government or WEMG. We must have your reservation by August 5th. If you would like to pay your membership at this time please feel free to do so. The membership fee is \$30.

We look forward to having you join us for lunch and our annual meeting on August 15th!

Sincerely,

Stephany Eley

President, Women Elected to Municipal Government

Reservation Form Clip and return with your check to the address below

Name _____

Title if Elected Official _____

City _____

Mailing Address _____

City, State and Zip Code _____

Luncheon Payment: Member Rate \$40 _____ Non - Member Rate \$45 _____

Membership Fee Payment or Renewal \$30 _____

Email Address _____

Registration c/o Susan Adams, Treasurer

100 S Pine St, Fellsmere, FL 32948

Email: contact@wemg.org

Web site: www.wemg.org

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 11.

ITEM: Discussion and possible action requested by Mayor Yaffe regarding possible amendment to Section 23-11(D)(9) which applies to the RM-3 district, regarding building coverage.

DESCRIPTION:

Enclosed is the Town Planner's report regarding this issue. Staff needs direction from the Town Council in order to prepare an ordinance with the proposed amendment.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary
Robert Yaffe, Mayor

ATTACHMENTS

1.	Miller's Report	BHI Revised TC Staff Report RM-3 Lot Cov July 28 2014 (2).pdf
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**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Council Members
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: July 28th, 2014

Subject: Town of Bay Harbor Islands
Potential Land Development Code Amendment
Building Coverage – RM-3 Multiple Family Residential District
MMPA Acct. No.: 01-0702-0500A

ISSUE

The Town recently received interest in the re-development of a parcel of land in the RM-3 Zoning District. Through a series of meetings and telephone conversations with the potential developer and their representatives, it was pointed out that "balconies" must be currently included by definition in the building coverage calculations. It is unusual for any external appendages on the exterior of a building, such as balconies / canopies architectural features, to be included in a ground level lot coverage calculation. Lot coverage criterion was removed from all Town Zoning Districts except the RM-3 District (formerly RBA) as those lots are significantly larger than the RM-1 and RM-2 lots and it was felt the basic setbacks / other limits were not sufficient to govern the mass of a building complex. The allowable lot coverage in the RM-3 District was studied / adjusted in 2009-10. The Town's analysis focused on the district regulations – the overall Code definition was not reviewed according to our notes. Initially staff is supportive of the request to not count balconies in the building coverage calculation.

BACKGROUND / ANALYSIS

Building Coverage

Section 23-1 of the Town's Code currently defines building coverage as:

"That area of a building plot within the perimeter or perimeters of the main building and accessory building or buildings exclusive of: swimming pools, planting bins, and roof overhangs. The perimeter shall be measured around the maximum plan area inclusive of all floors including balconies and stairways, covered or uncovered."

Town of Bay Harbor Islands
Potential Land Development Code Amendment
Building Coverage – RM-3 Multiple Family Residential District
July 28th, 2014
Page 2

This is quite unusual, as similar surrounding municipalities (Bal Harbor Village, Surfside, Miami, Miami Beach, etc.) do not include balconies in their building coverage calculations. Typically this calculation only includes the main walls of the structure.

The definition of building coverage previously applied to all multifamily lots. In 2004, the RM-1 and RM-2 Zoning Districts were created (renamed / regulations modified from previous common RE District). At that time, the maximum building coverage (35%) was removed. This was because upon researching the matter it was found few of the existing developments met the Code. Most older developments average between 50-60%. The Town's Zoning Code was created many years after most of the development occurred.

After the 2004 Code amendment, maximum building coverage only applied to the RBA (now known as RM-3) Zoning District. In 2009-2010, the RM-3 Zoning district was created (renamed / regulations modified from previous RBA District). The building coverage requirement for the lands affected increased slightly from 37.5% to 40% for principal structures (60% for elevated parking structures).

As previously stated, most surrounding municipalities do not include balconies in the building coverage calculation. Including balconies in this calculation affects the size of potential buildings by an increase of approximately 4,000+/- sq. ft. (6-10%) depending on the size of the lot and building design. Balconies can range in size and design greatly. They could be small structures located near a sliding door into a dwelling unit or more expansive surrounding a building. The above square footage assumes a larger surrounding balcony was utilized, as the RM-3 lots are more exclusive dictating higher-end units. It is felt by Town Staff that this criterion may hinder future development, should be discussed and possibly removed. The Town has restrictive setbacks, height limitations and open space requirements. Also, the RM-3 requires that almost all parking spaces be placed in a garage. MMPA has reviewed the text amendment proposal submitted by the prospective purchaser's attorney and suggests the definition of building coverage in Sec. 23-1 of the Code be amended as follows:

Building coverage: That area of a building plot within the perimeter or perimeters of the main building and accessory building or buildings exclusive of: swimming pools, planting bins, balconies, and roof overhangs. The perimeter shall be measured around the maximum plan area inclusive of all floors ~~including balconies~~ and stairways, covered or uncovered.

Balcony Encroachments

There has been no recent re-development activity in the RM-3 district. However, a prospective developer has contacted the Town about a parcel in the RM-3 district. The Code sections that govern this area (Sec. 23-12(15)) were reviewed in detail in recent years and are felt to be adequate. However, as currently written the Code cites only the RM-1 and RM-2 Districts.

In 2005 the Town amended the Code to allow balconies for the RM-1 and RM-2 districts to project into the minimum setbacks as follows:

Town of Bay Harbor Islands
Potential Land Development Code Amendment
Building Coverage – RM-3 Multiple Family Residential District
July 28th, 2014
Page 3

RM-1: Front - 4', Side - 2', Rear - 6'

RM-2: Front - 4', Side - 2', Rear - 4"

There are also requirements that limit the overall depth of a balcony, unless the PZ Board approves variations at the time of Site Development Plan approval. At that time the Code was re-written in 2005 the entire study focus was on the former RE District (now RM-1 / RM-2). It was not until 2009-2010 that the RM-3 District (formerly RBA) regulations were studied and modified. Since there is no lot coverage criteria in the RM-1 / RM-2 Districts the above Code criteria applies. It is felt that the RM-3 Zoning district should be allowed the same balcony encroachments as the RM-1 (waterfront) district and not be penalized on lot coverage. In addition to the above referenced definition MMPA believes the following Code section should be amended to allow the same balcony encroachments for all lots on the east island. MMPA suggests Sec. 23-12(15) of the Code be amended as follows:

(15) Projections into setback areas:

(a) Notwithstanding anything to the contrary set forth in this subsection, the following are permitted:

v. On the East Island for **RM-1 (waterfront)** lots, balconies extending from the exterior walls of the main building shall be permitted to encroach into the front, side and rear yard areas as follows:

Front (street) yards. Balconies may project.....

vi. On the East Island for **RM-2 (non-waterfront)** lots, balconies extending from the exterior walls of the main building shall be permitted to encroach into the front, side and rear yard areas as follows:

Front (street) yards. Balconies may project.....

It should be noted that removing balconies from the lot coverage definition and allowing balconies to encroach into the setback will potentially increase the allowable size of buildings in the RM-3 district. However, most of the projects reviewed / approved by the Town in the RM-1 and RM-2 districts in the last few years have 50-60% lot coverage. Again, the lot coverage in the RM-3 district is 40% for the principal structures and 60% for parking structures. While there is no lot coverage restriction in the RM-1 and RM-2 districts, the projects being reviewed / approved by the Town in the last several years have 10%-20% greater lot coverage than the RM-3 currently allows.

Districts

It was also discovered that Section 23-2 of the Town's Code was never updated when the RBA district was changed to the RM-3 district. This section should be amended to reflect the change in name as follows:

Town of Bay Harbor Islands
Potential Land Development Code Amendment
Building Coverage – RM-3 Multiple Family Residential District
July 28th, 2014
Page 4

Use districts:

(5) ~~RBA—Tract-district~~ RM-3 ~~—Multiple-Family district~~

Area districts: Area districts are as hereinafter set forth:

The town is hereby divided into area districts for specified uses, and the boundaries of such districts are as follows, to wit:

.....Tracts A, B, C, D, E and F, appearing on the plat of the East Island, are hereby designated as "~~tract-district-RBA~~ use district RM-3";

SUMMARY

There has been recent interest in re-development of a parcel of land in the RM-3 Zoning District. Through meetings and subsequent conversations with the potential developer's design team and our researching this applicable sections of the Code that would apply to a RM-3 site, it was discovered that balconies are now required to be included in the building coverage calculation. This is not common and it is felt that balconies should not be included in the building coverage calculation. Again, this of course could increase the allowable size of buildings in the RM-3 district; however, most of the projects reviewed / approved by the Town in the RM-1 and RM-2 districts in the last few years have 50%-60% lot coverage. This is 10-20% less than most projects being reviewed / approved by the Town for the RM-1 and RM-2 districts in the last several years. Additionally, it is felt that the RM-3 Zoning District should be permitted the same balcony encroachments into the setbacks as the RM-1 district.

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 12.

ITEM: Discussion and possible action requested by Council Member Bruder and Council Member Reid to join the City of Miami Beach, Chamber of Commerce. Enclosed is the Membership information and prices.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

The cost of membership is \$2,100 plus a \$50 administrative fee.

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary
 Stephanie Bruder, Council Member

ATTACHMENTS

1.	Membership Information	Membership Packet 2014 CMB. chamber.pdf
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EXPERIENCE THE **POWER** OF MEMBERSHIP

Mission Statement

To promote the economic well-being of Miami Beach's citizens, to improve the quality of life for the entire community, and to communicate the view of the business community on major issues of public policy. Established in 1921.

Dear Prospective Member,

Being a native of Miami Beach, it is a privilege to serve as the Chairman for the Miami Beach Chamber of Commerce. This was a great, dynamic community to be raised in and I feel fortunate to have had the opportunity to see Miami Beach go through good times and some very challenging times over the years. My father, Barton Goldberg, always taught me to give back to the community, as he has done over the last 71 years he has lived on Miami Beach and lead almost every civic organization, including Chairman of the Board for the Miami Beach Chamber from 1974-1976. I'm excited to serve you and your business' best interests.

We are here to represent your needs and be your voice. Your success is our success. The Chamber is here to promote opportunity and prosperity for our members. We want to provide the best value for membership and ensure we understand your needs. The value of your Chamber membership comes in many forms.

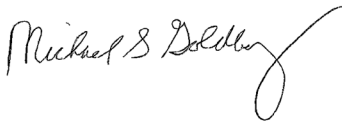
What's In It For You?

- **New Business Contacts:** As a member, you'll have access to many special events and activities through the year attended by many potential new customers. We also have numerous Councils which you may participate in.
- **Publicity and Marketing Opportunities:** You will have the ability to participate in our many marketing programs, have a listing in our directory and access to our newsletter. Additionally, members can "place" stories in our bi-weekly Miami Beach Community Newspaper and have an opportunity to be featured on our Chamber Radio program. We also offer opportunities to sponsor networking events.
- **Referrals:** On a daily basis the Chamber responds to numerous requests for visitor or relocation information, including services available in the area. Allow us to begin to refer you business.
- **Skill Building:** The Chamber can assist you in developing you business and educating your employees.

The above are just a few of the ways we can help. I'd like to suggest that now is the time for you to take full advantage of a Chamber membership. Our many programs and events will give your business exposure, educate you, and provide countless networking opportunities – making you stand out from the pack.

The Chamber has deep roots in this community going back nearly 100 years, when the Chamber was first established. Our membership has grown to new heights through the active involvement of our members and the benefits offered to them. The Chamber pledges not just a membership, but a partnership in helping you make the connections and resources needed to thrive.

We welcome you to join us and experience the power of membership,



Michael S. Goldberg



The purpose of the Miami Beach Chamber Education Foundation is to bring together the strengths and resources of the community to support the needs of public education in Miami Beach. To stimulate greater governmental and public awareness and appreciation for public education and to encourage more efficient use of governmental and private resources for its development.

PILLAR MEMBERSHIP BENEFITS

PILLAR MEMBERSHIP : \$2,100 per year

IN ADDITION TO GENERAL MEMBER BENEFITS

- Includes up to 5 Representatives, 3 related businesses, and/or 4 locations
- Be a part of a distinguished group: comprised mainly of CEO's, Business Owners, and Decision Makers of their respective companies
- Access to Pillar only events such as: Pillar Breakfasts, Pillar Dinners, Monthly Pillar Receptions, and specialized informative luncheons.
- Personalized Referrals
- Customized access to membership services for specific marketing opportunities
- Priority listing on MBCC website and in MBCC Membership Directory
- Logo placement included in online membership directory
- VIP treatment at all events
- Join a network of major businesses in the local community and abroad
- 2 Quarter-page stories featured in The Miami Beach News \$1,400 Value
- A professional writer on staff to assist in writing Miami Beach News articles.
- Complimentary breakfast - Quarterly \$120 Value
- Opportunity to sponsor quarterly breakfasts and receive front page coverage in The Miami Beach News
- Opportunity to host Pillar Receptions and Dinners to showcase your venue

GENERAL MEMBERSHIP BENEFITS

GENERAL MEMBERSHIP : \$600 per year

- Includes 2 Representatives or locations
 - Join a network of major businesses in the local community and abroad
 - Business Referrals
 - General Mailing list available upon request
 - Ability to get involved in various Councils
 - Access to ChamberMaster allowing your business to list job openings, Hot Deals / Member-to-Member (M2M) Discounts and calendar events; and ability to contact other members.
 - Complete business listing in the membership directory on miamibeachchamber.com and miamibeachguest.com.
 - Receipt and access to our weekly newsletter, monthly "Member Events and Promotions" newsletter and invitations to all events.
 - Opportunity to be featured on the weekly Chamber Radio Program.
 - Advertising opportunities available through the Miami Beach Chamber and Visit Miami Beach.
 - Opportunities to sponsor and/or host one of our events.
 - Access to two Pillar events - \$100 Value
 - A quarter-page story in the "Miami Beach News" - \$700 Value
- Office DEPOT**
Taking Care of Business
- Affinity Program with Office Depot offering 30% discount on all purchases and exclusive savings.
 - Opportunities to network and build relationships at our Monthly Networking Events, Annual Events, Workshops, Informational Seminars, and Council Meetings
 - Eligible to participate in the Miami Beach INcard Program, a value-added card given to residents, visitors, convention groups and Port of Miami cruise passengers. An opportunity to give your business maximum exposure and expand customer base.

JOIN TODAY



MARKETING & ADVERTISING

EVENTS AND MEETING SPONSORSHIP

Sponsorships are available for all major and monthly events as well as business development meetings.

WEBSITE AND E-MARKETING ADVERTISING

Advertising rates available for:

- MiamiBeachChamber.com
- MiamiBeachGuest.com
- Miami Beach INcard
 - MiamiBeachINcard.com
 - Miami Beach INcard E-Newsletter
- Chamber "Member in the News" feature

RADIO SHOW SPONSORSHIP

The show airs every Friday at 12:00pm. Company is featured on BlogTalk Radio and lives permanently on the site. The Chamber promotes the show through its communications outlets and it can be used on your company promotions.

MEMBER DIRECTORY ENHANCEMENT

Enhance your business listing on MiamiBeachChamber.com for as low as \$25/month. MiamiBeachChamber.com has around 3,500 unique visits per month.

PRINT ADVERTISING

Advertising rates available for:

- Miami Beach News
 - 15,000 newspapers distributed to over 450 locations throughout Miami Beach
- Miami Herald Chamber Page
 - Available monthly discounted in the Miami Beach Neighbors section

MIAMI BEACH INCARD

SPONSORED BY



Miami Beach INcard is a business stimulus program of the Miami Beach Chamber of Commerce provided to residents and visitors of Miami Beach.

The INcard is distributed free of charge at Visit Miami Beach inside Hall C of the Miami Beach Convention Center, the Miami Beach Chamber of Commerce, the Greater Miami Convention & Visitors Bureau (GMCVB), City National Bank branches and the Port of Miami.

MOBILE APP

Available for iPhone and Android, provides a complete list of participating businesses and an INmap that shows you the offers nearby.

MONTHLY NEWSLETTER

The INcard monthly newsletter goes out to an organically built database of over 60,000 subscribers. It includes new vendors and featured vendor offers.

As a member, this is an opportunity to provide a business promotion to give your business maximum exposure and expand your customer base. We have distributed over 360,000 cards over the last 3 years and the Chamber promotes the program through various marketing platforms, including print ads, billboard, online ads, social media and more, resulting in a growing database of over 60,000 people. Consumers can see all the latest offers and discounts via the newsletters, MiamiBeachINcard.com or our INcard app.

COLLATERAL MATERIALS

Each INcard vendor receives a QR code sticker to place on their store front and an educational poster for employees.

INcard ANNIVERSARY PARTY

Annual event with over 800 attendees, a FREE booth is provided to INcard vendors to showcase their business.

VISIT MIAMIBEACHINCARD.COM OR DOWNLOAD OUR **IN**card APP TO GET ALL THE LATEST DEALS & OFFERS



CHAMBER EVENTS AND SPONSORSHIP OPPORTUNITIES TO HIGHLIGHT AND MARKET YOUR BUSINESS

Dear Prospective Member,

Thank you for your interest in the Miami Beach Chamber of Commerce. Our membership is comprised of leading businesses from the following industries: hospitality, cultural, financial, legal, sports, entertainment and recreational industries, to name a few.

Our goal is to connect, enrich and develop your business through seminars, councils, dynamic events, and marketing & referral opportunities which will help you and your business grow exponentially and organically.

On behalf of the Chamber team, I encourage you to get involved in the many activities we offer. Let us help you experience the power of membership.

Please feel free to call me if you have any questions or ideas.

I look forward to working with you!

Best Regards,

A handwritten signature in dark ink, appearing to read 'Jerry Libbin'.

Jerry Libbin
President & CEO
Miami Beach Chamber of Commerce

ANNUAL DINNER GALA & SILENT AUCTION

Platinum Sponsor
Gold Sponsor
Silver Sponsor
Signature Table Sponsor
Pillar Seating
Individual Ticket (Limited)

Dinner Gala

The Miami Beach business community has joined together to honor leaders at the Miami Beach Chamber of Commerce's Annual Dinner Gala & Silent Auction. Awards include, Distinguished Service, Member of the Decade, Excellence in Tourism and Lifetime Achievement.

Executive Spotlight

Title Sponsor
Co-Sponsor

An opportunity for members to introduce and showcase their business; in our boardroom at the Miami Beach Chamber of Commerce, as part of our internet radio program and through sponsored workshop series.

Additional Events

Champions of Business Panel Discussion is a forum for attendees to meet and learn from pillars of business in South Florida and beyond. "Tomorrow's Leaders, Leading Today," the Emerging Leadership Council's guiding principle, is the premise for the event.

Champions of Business Awards Luncheon recognizes the accomplishments of outstanding Board of Governors, Miami Beach Chamber past chairman, and a local business both professionally and for their innovations and contributions to our community.

Real Estate Luncheon is one of the largest annual luncheons of the Chamber, it brings together over 300 professionals to share with the Real Estate Industry's leaders.

City National Bank Better Beach Awards is an annual luncheon that brings together and honors the Real Estate Community of Miami Beach.

Annual Holiday Party is hosted each year for chamber members and benefits the Miami Beach Toy Drive.



Sports Weekend



Title Sponsor



Title Sponsor
Presenting Sponsor



Title Sponsor
Presenting Sponsor
Platinum Sponsor
Golf Cart Sponsor
Gold Sponsor
Silver Sponsor
Hole Sponsor
Individual Golfer
Putting Contest

Committed to supporting humanitarian and civic projects, our Sports Weekend supports our very own 501(c)3, the Miami Beach Chamber Education Foundation with its three main events: Supper of Champions, Golf Classic and Fishing Tournament. The purpose of the Foundation is to bring together the strengths and resources of the community to support the needs of public education in Miami Beach.

Title Sponsorship
Co-Sponsorship

Networkers

Miami Beach Chamber of Commerce Networkers are scheduled 1-2 times per month. Hosting or sponsoring a Networker provides a wonderful opportunity for members to showcase their venues, products and/or services.

- Champions of Business Panel
- Champions of Business Awards
- Real Estate Luncheon
- Better Beach Real Estate Awards
- Annual Holiday Party

- Quarterly Pillar Breakfast
- Pillar Dinners
- Ambassador's Dinner
- Meet & Greet

Quarterly Pillar Breakfast is a complimentary breakfast exclusively for Pillar members that occurs four times per year as a benefit for Pillar members to come together and network.

Pillar Dinners are an additional networking opportunity for Pillar members to come together and network in a small setting over a meal.

Ambassador Dinners are hosted by Chamber Ambassadors for members and prospective members to share in a meal and create stronger relationships.

Meet & Greet is a casual networker which gives new members the opportunity to learn more about the Chamber and create new relationships with our Council leaders.

Business Roundtables are an opportunity for members to network and brainstorm business solutions.

Coffee with the Chamber allows members to meet the Chamber staff and visit a new venue every week while networking with fellow chamber members.

Business Opportunities

Discounted Advertising is available exclusively to Miami Beach Chamber of Commerce members. Advertising discounts are available through the Miami Herald's Chamber Page, 15 minute radio segments through the Miami Beach Chamber of Commerce Radio Program, as well as coverage in The Miami Beach News and online via our websites, e-newsletters, and social media.

Promotions are accessible by featuring your event, discount or promotion in the Monthly Members Newsletter, posting it on the MBCC Member Calendar, Social Media Marketing sources such as Twitter and Facebook and the ability to offer Member to Member Discounts or Hot Deals. As an added benefit, all members are automatically listed in the online business directory on the MBCC's website with a link to your company's webpage. Enhanced listings are available.



Businesses in the tourist industry can promote through our visitors center:

- Rack space for brochures
- Discount hotel and tour bookings
- Over 120,000 walk-in visitors annually
- Over 500 conventioners annually
- Multilingual Staff
- Open 7 days a week
- or on the website: miamibeachguest.com

Visit Miami Beach is located inside Hall C of the Miami Beach Convention Center
1901 Convention Center Drive
Miami Beach, FL 33139

Phone: 786.276.2763

Councils

ARTS & CULTURE COUNCIL To proactively enrich and elevate the importance and success of arts and culture within the City of Miami Beach.

EDUCATION COUNCIL Provides a forum where education issues can be discussed among school system decision makers and local businesses to improve Miami Beach's public and private schools.

EMERGING LEADERSHIP COUNCIL A selective group of young professionals who prepares for future leadership roles within the Chamber as they reach out to new members and promote, encourage and generate relationships.

GLOBAL BUSINESS ACCESS COUNCIL Assists businesses in their efforts to expand globally, works to promote, encourage and generate relationships through strategic introductions, and reinforces the value of the Chamber membership.

GOVERNMENT AND BUSINESS RELATIONS COUNCIL Informs and educates MBCC's membership on governmental issues that affect our business community.

REAL ESTATE COUNCIL Acts as a resource to members who serve the local Real Estate community. Miami Beach Real Estate faces unique challenges and The Council provides the resources to enable development of unique solutions.

SUSTAINABLE BUSINESS COUNCIL Works to promote actions that protect our environment, while promoting energy independence, greater utilization of cost-efficient and energy-efficient technologies, and sustainable long-term growth.

TOURISM & HOSPITALITY COUNCIL The mission of this council is to be a resource for local companies on how to increase travel and tourism business.

WOMEN'S BUSINESS COUNCIL Educates, empowers, mentors and promotes women's businesses, projects & causes, while building membership for the Chamber.

INcard COMMITTEE

MEMBERSHIP COMMITTEE



MEMBERSHIP APPLICATION

1920 Meridian Avenue 3rd Floor, Miami Beach, FL 33139 | PH:305.674.1300 | FAX: 305.538.4336 | www.miamibeachchamber.com

MEMBER PROFILE

Join Date: _____
Company Name: _____ Primary Contact: _____
Address: _____ City: _____
State: _____ Zip: _____ Business Classification: _____
Mobile: _____ Fax: _____ Phone: _____
E-mail: _____ Website: _____
Reason for Joining: _____ Number of Employees: _____
☐ Opt-In for Office Depot (Check Box) Federal ID Number: _____
Purchasing Agent: _____ Email: _____ Phone: _____

ADDITIONAL INFORMATION

Pillar Trustee Membership allows you to name three additional persons, associated with companies or divisions, or a combination of these, to be listed under your membership, at no additional charge.

1. Contact: _____
Address (If different from above) _____
Phone: _____ E-mail: _____
2. Contact: _____
Address (If different from above) _____
Phone: _____ E-mail: _____
3. Contact: _____
Address (If different from above) _____
Phone: _____ E-mail: _____

MEMBERSHIP DUES STRUCTURE

☐ Pillar Trustee: \$2100.00 (4 Representatives) ☐ Main ☐ Extra ☐ General Business Category: \$600.00 (2 Representatives)
☐ Pillar Associates or Additional Reps: \$300.00 each ☐ Additional Representatives/Listing: \$200.00 each
☐ Individual/Government Employees/Non-Profit/Schools: \$260.00 ☐ INcard Vendor Participation (FREE) ____ YES ____ NO

PAYMENT INFORMATION

Annual Membership Investment: \$ _____ plus
Administrative Fee \$50 (one time fee): **Total** _____
Payment Method: ☐ Cash ☐ Check ☐ Visa ☐ MasterCard ☐ AMEX ☐ Discover
Check payable to: **Miami Beach Chamber of Commerce** FEDERAL ID# **59-0358295**
Credit Card # _____
Cardholder's Name: _____
Exp. Date: _____ V-Code: _____ Zip: _____
DISCLAIMER: In entering this transaction with the Miami Beach Chamber of Commerce, the undersigned acknowledges and affirms on his/her own behalf as well as that of their organization that they did so of their own volition to support the work and mission of the Chamber, for no other purpose disclosed or otherwise, and specifically not to influence any elected or government official or candidate for office.
Signature: _____ Date: _____

AUTOMATIC CREDIT CARD BILLING AUTHORIZATION

☐ I authorize Miami Beach Chamber of Commerce to automatically bill the card listed above as specified. (Please check box)
Amount: \$ _____ Frequency: ☐ Monthly ☐ Quarterly
Start Billing On: ____ / ____ / ____ End billing when customer provides written cancellation 30 days prior to anniversary date.
Signature: _____ Date: _____

For office use only:

Staff Rep: _____
Referred by: _____
Date Submitted: ____ / ____ / ____
Log: ☐
Welcome Letter: ☐
Chamber Bucks: ☐
Finance: ☐
Database: ☐
Welcome Email: ☐
Call: ☐
Social Media ☐

This application must be fully completed before submittal

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 13.

ITEM: Discussion and possible action requested by Council Member Bruder to join the Aventura Marketing Council. Enclosed is the Membership information and prices.

DESCRIPTION:

There are several levels of memberships as follows:

General Level -Membership Benefits

\$475 (up to 10 employees) ~ \$725 (11 or more employees)

Chairman's Roundtable Trustee Level - Membership Benefits

\$1,950 annually

Chairman's Roundtable Executive Level - Membership Benefits

\$2,750 annually

Chairman's Roundtable Governor Level / Board of Directors - Membership Benefits

\$5,500 annually

Chairman's Roundtable Benefactor Level - Membership Benefits

\$8,250 annually

Membership benefits are fully described on the attachment.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

Depends on the membership level chosen. Several levels of membership are offered from \$475 annually to \$8,250 annually.

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary
Stephanie Bruder, Council Member

ATTACHMENTS

1.	AMC - Membership information	Aventura Marketing Council.pdf
2.	AMC Application	AMC-APPLICATION.pdf



Aventura Marketing Council
20900 NE 30th Avenue, Suite 410
Aventura, FL 33180
(305) 932-5334 Fax: (305) 932-4701

Internet: www.aventuramarketingcouncil.com
E-mail: info@acouncil.com

Aventura Marketing Council Membership Benefits & Levels

1. Attendance to 7-10 meetings per month General Membership Level (\$475-10 employees); (\$725- 11+ employees)
 - Breakfast Meeting, SpeedBiz Meeting, Evening Networking Receptions, Aventura Young Professionals (*45 and under*) Luncheons, Business Development Meeting, Technology Meeting, Real Estate Committee (*realtors, developers, property mgmt., title & mortgage*), Law Committee (*attorneys, paralegals, mediators and court reporters*), Professional Women's Council, Education Committee and Brainstorm Network Connect w/ AMC
2. For Chairman's Roundtable Members: \$1,950 and up; Monthly luncheons with senior decision-makers
3. Opportunity to connect with 450 member companies, local elected officials and senior-decision makers
 - Including: Mayors, Commissioners, Senators, Representatives, City Managers, Police Chiefs and top level executives
4. Corporate Exposure
 - One ¼ pg. article in the Aventura News (bi-weekly distrib. 10,000) for General Level Members
 - Five+ ¼ pg. articles for Chairman's Roundtable Members
 - Aventura News website; Two posts on AMC Facebook, LinkedIn and Twitter pages
5. Opportunities for personal introductions
6. Opportunity to spotlight your company by sponsoring a Breakfast Meeting or Chairman's Roundtable Luncheon
7. Opportunity to spotlight your company at yearly Table Top Expo
8. Opportunity to spotlight your company through digital sponsorship packages



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General Level

Membership Benefits

\$475 (up to 10 employees) ~~ \$725 (11 or more employees)

- **Media Coverage:** One ¼ page article in the Aventura News (bi-weekly distrib. 10,000), Aventura News website and AMC Facebook / Two posts on AMC Facebook & LinkedIn pages
- **Attendance at each of the following AMC meetings:**
 - *Monthly Breakfast Meetings- complimentary*
 - Attendance approx. 200 AMC members
 - Two representatives can attend
 - *Monthly Evening Networking Receptions- complimentary*
 - Attend approx. 80+
 - Two representatives can attend
 - *Monthly SpeedBiz meetings- complimentary*
 - Attend. approx. 45
 - One-on-one business networking
 - Two representatives can attend
 - *Monthly Business Development meetings- complimentary*
 - Attend. approx. 30
 - Business networking on a smaller scale
 - Guest speakers address topics of interest
 - Two representatives can attend
 - *Monthly Aventura Young Professionals Luncheons -\$12 per person*
 - Attend. approx. 40
 - 45-and-under young professionals
 - Unlimited attendance
 - *Digital Sponsorship packages available*



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Chairman's Roundtable Trustee Level Membership Benefits

\$1,950 annually

- **Media Coverage:** Five ¼ page articles in the Aventura News (bi-weekly distrib. 10,000), Aventura News website and AMC Facebook / Two posts on AMC Facebook & LinkedIn pages
- **Attendance at each of the following AMC meetings:**
 - Monthly Chairman's Roundtable Meetings- *complimentary*
 - Attendance approx. 120 AMC member Presidents, CEOs, business owners and senior decision- makers
 - Two senior decision makers can attend
 - *Monthly Breakfast Meetings- complimentary*
 - Attendance approx. 200 AMC members
 - Two representatives can attend
 - *Monthly Evening Networking Receptions- complimentary*
 - Attend approx. 80+
 - Two representatives can attend
 - *Monthly SpeedBiz meetings- complimentary*
 - Attend. approx. 45
 - One-on-one business networking
 - Two representatives can attend
 - *Monthly Business Development meetings- complimentary*
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 - *Monthly Aventura Young Professionals Luncheons -\$12 per person*
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Chairman's Roundtable Executive Level Membership Benefits

\$2,750 annually

- **Media Coverage:** Ten ¼ page articles in the Aventura News (bi-weekly distrib. 10,000), Aventura News website and AMC Facebook / Two posts on AMC Facebook & LinkedIn pages
- **Attendance at each of the following AMC meetings:**
 - Monthly Chairman's Roundtable Meetings- *complimentary*
 - Attendance approx. 120 AMC member Presidents, CEOs, business owners and senior decision makers
 - Three senior decision makers can attend
 - Monthly Breakfast Meetings- *complimentary*
 - Attendance approx. 200 AMC members
 - Three representatives can attend
 - Monthly Evening Networking Receptions- *complimentary*
 - Attend approx. 80+
 - Three representatives can attend
 - Monthly SpeedBiz meetings- *complimentary*
 - Attend. approx. 45
 - One-on-One business networking
 - Two representatives can attend
 - Monthly Business Development meetings- *complimentary*
 - Attend. approx. 30
 - Business networking
 - Guest speakers address topics of interest
 - Three representatives can attend
 - Monthly Aventura Young Professionals Luncheons- *\$12 per person*
 - Attend. approx. 40
 - 45-and-under young professionals
 - Unlimited attendance
- *Digital Sponsorship packages available*



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Chairman's Roundtable Governor Level / Board of Directors

Membership Benefits

\$5,500 annually

- **One seat on the Board of Directors**
- **Media Coverage:** Fifteen ¼ page articles in the Aventura News (bi-weekly distrib. 10,000), Aventura News website and AMC Facebook / Two posts on AMC Facebook & LinkedIn pages
- **Attendance at each of the following AMC meetings:**
 - Monthly Chairman's Roundtable Meetings- *complimentary*
 - Attendance approx. 120 AMC member Presidents, CEOs, business owners and senior decision makers
 - Four senior decision makers can attend
 - Monthly Breakfast Meetings- *complimentary*
 - Attendance approx. 200 AMC members
 - Three representatives can attend
 - Monthly Evening Networking Receptions- *complimentary*
 - Attend approx. 80+
 - Three representatives can attend
 - Monthly SpeedBiz meetings- *complimentary*
 - Attend. approx. 45
 - One-on-one business networking
 - Two representatives can attend
 - Monthly Business Development meetings- *complimentary*
 - Attend. approx. 30
 - Business networking
 - Guest speakers address topics of interest
 - Three representatives can attend
 - Monthly Aventura Young Professionals Luncheons- *\$12 per person*
 - Attend. approx. 40
 - 45-and-under young professionals
 - Unlimited attendance
- *Digital Sponsorship packages available*



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Chairman's Roundtable Benefactor Level

Membership Benefits

\$8,250 annually

- **One seat on the Board of Directors**
- **Corporate photo on masthead of Aventura News**
- **Media Coverage:** Twenty articles ¼ page articles in the Aventura News (bi-weekly distrib. 10,000), Aventura News website and AMC Facebook / Two posts on AMC Facebook & LinkedIn pages
- **Attendance at each of the following AMC meetings**
 - Monthly Chairman's Roundtable Meetings- *complimentary*
 - Attendance approx. 120 AMC member Presidents, CEOs, business owners and senior decision makers
 - Six senior decision makers can attend
 - Monthly Breakfast Meetings- *complimentary*
 - Attendance approx. 200 AMC members
 - Four representatives can attend
 - Monthly Evening Networking Receptions- *complimentary*
 - Attend approx. 80+
 - Four representatives can attend
 - Monthly SpeedBiz meetings- *complimentary*
 - Attend. approx. 45
 - One-on-one business networking
 - Two representatives can attend
 - Monthly Business Development meetings- *complimentary*
 - Attend. approx. 30
 - Business networking
 - Guest speakers address topics of interest
 - Four representatives can attend
 - Monthly Aventura Young Professionals Luncheons- *\$12 per person*
 - Attend. approx. 40
 - 45-and-under young professionals
 - Unlimited attendance
- *Digital Sponsorship packages available*



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AVENTURA
MARKETING COUNCIL

Internet: www.aventuramarketingcouncil.com
E-mail: info@acouncil.com

Aventura Marketing Council

MEMBERSHIP APPLICATION

Please Print

COMPANY NAME _____

ADDRESS _____

Street

City

Zip

TELEPHONE _____ FAX _____

WEBSITE ADDRESS _____

REPRESENTATIVE'S NAME _____

TITLE _____

E-MAIL ADDRESS _____

REPRESENTATIVE'S NAME _____

TITLE _____

E-MAIL ADDRESS _____

NUMBER OF EMPLOYEES _____ CATEGORY _____

SIGNATURE _____

DATE _____

REFERRED BY _____



Aventura Marketing Council
One Aventura Executive Center
20900 NE 30th Avenue, Suite 410
Aventura, FL 33180

Phone: 305-932-5334 Fax: 305-932-4701
info@acouncil.com

CREDIT CARD AUTHORIZATION FORM

CREDIT CARD TYPE	☐ AMEX ☐ DISCOVER ☐ MASTERCARD ☐ VISA
CREDIT CARD NUMBER	
EXP. DATE	
SECURITY CODE 3 digits on back of card	
COMPANY NAME	
CARD HOLDER NAME	
BILLING ADDRESS	
CITY / STATE / ZIP	
PHONE	
FAX	
EMAIL	
AMOUNT CHARGED	☐ \$475 ☐ \$725 ☐ \$1,950 ☐ \$2,750 ☐ \$5,500 ☐ \$8,250 ☐ Other

I, _____, hereby authorize Aventura Marketing Council to charge the above credit/debit card in the amount of \$_____ to activate my annual membership. Membership will be active for one full year from today. **Fill out everything, sign & fax back to us or fill out everything, except your CC# & security code for security reasons... Sign, scan / email to us & we will call you for CC info.**

Signature _____ Title _____

Print Name _____ Date _____

Please fax or mail this form to:
Aventura Marketing Council • 20900 NE 30th Avenue, Suite 410 • Aventura, FL 33180
Fax: 305-932-4701
Questions ? 305-932-5334

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 14.

ITEM: Discussion and possible action requested by Council Member Reid regarding mosquito spraying. Enclosed is a copy of a news article on mosquito spraying.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary
Kelly Reid, Council Member

ATTACHMENTS

1.	News article	Mosquito spraying article 8-11-14.pdf
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Miami Herald

Posted on Wed, Jul. 23, 2014

South Miami votes to block county over mosquito spraying in its city

BY ALEX BUTLER

The Miami Herald

South Miami Mayor Philip Stoddard doesn't care much for mosquitos, but he doesn't want the spraying of them to kill butterflies and a rare Florida bat.

He and his fellow city commissioners agreed Tuesday to redefine the city's designation as a "wildlife sanctuary." By doing this, the commission puts the Miami-Dade County mosquito control division on notice — that it cannot spray broad-spectrum insecticides or biocides within the territorial limits of South Miami, just south of Coral Gables.

Commissioners also voted Tuesday on a related resolution calling for the city and the county's mosquito control district to negotiate a mutually agreeable plan for controlling mosquitos here.

The commissioners took their second vote Tuesday night. The measure now becomes law in South Miami.

"We've got ourselves a scientist here," Commissioner Bob Welsh said as the measure passed unanimously. "We better listen to him."

Stoddard, a biology professor at Florida International University, said the city's action is important to keep insecticides from destroying the food supply of the state's rare mammals and insects, including the Florida bonneted bat. According to Stoddard, Miami-Dade County's mosquito control division is spraying to kill adult-female salt marsh mosquitos; the toxins in the spray destroy the food supply for young bats.

"This ordinance provides us a tool to negotiate with mosquito control," he said.

"In June, that's when the young fledge [develop their wings to fly]," Stoddard said. "They are dependent on a large population of moths flying around. That's the time of year we get salt marsh mosquitos and the mosquito control division of Miami Dade County comes out and sprays for mosquitos and kills them off."

"[The spray] is somewhere between 400 to 4,000 times more toxic to butterflies than it is mosquitos."

Research conducted at FIU has shown the insecticides, when used at the concentrations applied for by mosquito control, are deadly to insects such as the Florida atala butterfly, the Monarch butterfly, the Schaus swallowtail butterfly, and other arthropods and pollinators that reside in South Florida.

According to its public works website, Miami Dade County uses the insecticide Naled (Dibrom Concentrate) solely for aerial application. It is "effective in controlling adult salt marsh mosquitos" and is "somewhat irritating if droplets get onto the skin or in the eye," according to the site.

Friday was the first aerial application of the Naled this year, said Chalmers Vasquez, the mosquito control operations manager for Miami-Dade.

Vasquez said that no aerial application was used last year. By contrast, in 2004, the county sprayed Naled more than 20 times.

"Dibrom hydrolyzes very quickly," Vasquez said. "Between 24 to 48 hours there is no residue left."

Spraying is necessary to control mosquitos, Vasquez added.

"We have a number of calls in the area, including South Miami, where the residents are screaming for mosquito control because they are being attacked by mosquitos."

There are fewer than 1,000 Florida bonneted bats in existence. U.S. wildlife managers added the bats to the endangered species list in November, after citing habitat loss and mosquito spraying as deadly threats.

Miami-Dade County uses Beechcraft-type airplanes that carry a 100-gallon tank of insecticide. The planes spray every 1,000 feet at 300 feet altitude, according to Vasquez.

Stoddard inquired about stopping the spraying, but was met with opposition.

"They wouldn't stop spraying," Stoddard said. "They said that under the Florida statute, they aren't allowed to stop. I looked up the statute and found a provision in which you can negotiate a more nuanced mosquito control policy."

"It doesn't make sense to be spraying on a large scale for adult mosquitos," Stoddard added. "If you've got an outbreak of dengue fever in one block, does it make sense to spray around the block at that location and just try to knock it down? Yes it does. If you can nip an epidemic in the bud like that, go ahead and blast it. But to cover half a city, all you are doing is building a resistance."

Vasquez says that he has not seen any signs of mosquitos building a resistance to the insecticides.

Stoddard cited older methods such as water control and less dangerous chemical approaches as alternatives. One chemical that could be used is *Bacillus thuringiensis* (Bt), which Stoddard says is not poisonous to most insects.

Vasquez contends the county needs to spray because of the volume of mosquitos blanketing the area.

"We have a high count of mosquitos," Vasquez said. "We had 5, 10, 15 mosquitos per minute in our trap. That, coupled with the number of complaint calls, triggers the application of pesticide in the area."

"We don't apply the pesticides because they're fun. We wait for the reason to do it."

According to the Centers for Disease Control and Prevention (CDC), nearly 40,000 people in the United States have contracted the West Nile virus disease since 1999.

The first cases of Chikungunya fever acquired in the United States were reported on July 17 in Miami Dade and Palm Beach counties, according to the CDC. The virus rarely kills those infected but typically causes fever and severe joint pain.

"Having those number of mosquitos, like right now, people are scared," Vasquez said. "We have cases of disease and we need to protect the people."

Countered Stoddard: "The problem is that these are not selected for mosquitos, by any means, so they wipe out everything," Stoddard said. "The insecticides typically knock out the mosquitos leaving the larvae to hatch out and make more. You have really used a big hammer on a small problem."

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a private TDR transaction of the transfer of four (4) dwelling unit from 9350 Condo of Bay Harbor Association (9350 W. Bay Harbor Drive) to Beau Rivage, LLC (9781 E. Bay Harbor Drive). Enclosed is a copy of the staff report, application, contract, plans, and other supporting documents.

DESCRIPTION:

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney draft a resolution setting forth the Town Council's approval and recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	M. Miller staff report	9350WBHD- Beau Rivage Staff Memo - Revised July 28 2014.pdf
2.	TDR Application	TDR Application - 9781 EBHD.pdf
3.	Bldg Staff report	9350 WBHD - TDR Inspection.pdf
4.	Code Compliance report	Code C. report 9350 WBHD.pdf
5.	Site Plans	BeauRivage6.3.14PNZ site plans.pdf

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com



Fax

To:	Marlene Marante, Town Clerk	From:	Michael J. Miller, AICP
	Town of Bay Harbor Islands		Consultant Town Planner
Fax:	305-866-4863	Pages:	2 (Including Cover Page)
Phone:	305-866-6241	Date:	8/6/2014
Re:	Transfer of Development Rights (TDR) CC:		
	Beau Rivage (13 Total DU)		

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ As Requested

TDR Request – 4 Private DU

Donor Site: **9350 W. Bay Harbor Dr. / Lots 11-13 of Block 2 (9350 Condo Assoc.)**

Receiving Site: **9781 E. Bay Harbor Dr. / Lot 28 of Block 4 (Beau Rivage)**

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Beau Rivage) was granted Site Development Plan approval by the Town's PZ Board on June 3rd, 2014 for a total of 13 DU. The allowable base zoning density of 34 DUA would allow 9 DU on the receiving site (.26 acres X 34 DUA = 8.84 or 9 DU). Since the proposed project includes 13 total dwelling units this requires the acquisition of 4 TDR units.

The donor site is currently developed as a three (3) lot / 7-story / 18 DU condominium complex that was constructed in 1980, accordingly to the Miami-Dade County Property Appraisers website (application states "1982"). The donor site is located on Lots 11 - 13 of Block 2. The survey submitted to MMPA, shows the donor site never conveyed the 11-foot right-of-way to the Town for parking as many others did in the past. All three lots are full lots. The total combined donor site land area is 33,750 sq. ft. / .775 acres is size according to the Miami-Dade County Property Appraisers website and is entitled to 26 DU (.775 acres at 34 DUA = 26.35 or 26 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). In May 2014, the donor site contracted with the Bay Harbor Gardens / Furmanos project to sell 4 TDR units. With 18 DU on the site, 4 TDR units previously sold and 26 DU allowed by right, the donor site has the ability to convey the four (4) TDR units requested.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.

MMPA finds the application package to be incomplete and requests all missing information to be provided prior to this being placed on a TC agenda.

Application Package Comments:

- 1) On page 1 of 4 of the application form several areas are left blank or have incorrect information. The current zoning district is shown as "B" – the proper zoning district is RM-1. No property size (sq. ft. or acreage) is provided for the "receiver" site. The number of stories in the existing structure is blank. The number of dwelling units to be received is blank. The total number of dwelling units including TDR units is blank.
- 2) On page 2 of 4 the Folio Number of the "donor" site is not provided. No phone number is provided for the "donor" site. The year the "donor" site was built is not provided

TOWN OF BAY HARBOR ISLANDS
MIAMI - DADE COUNTY, FL
RECEIVED
JUN 10 2014



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ _____
TDR UNITS REQUESTED _____ PROJECT TOTAL UNITS _____
APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name	9350 CONDO OF BAT HARBOR ASSOC.		
Phone (305) 865-4965	e-mail	nokker@me.com	Fax (305) 868-3650
Address	9350 W. BAT HARBOR DRIVE		
City and State	BAT HARBOR ISLANDS	Zip Code	33154
Relationship to Property:	Gerald Miller, President		

RECEIVER SITE INFORMATION

Owner's Name	Beau Rivage LLC		
Phone (501) 327-4366	e-mail	nissimtelaviv@gmail.com	Fax (305) 868-3650
Address	9781 E. BAT HARBOR DR		
City and State	BAT HARBOR ISLANDS	Zip Code	33154
Property Address/Location	"Same"		
Legal Description:	LOT(S)	BLOCK	
Folio Number	13-2227-048-0010	Current Zoning	B
Property size	Purchase date 2003		
Existing use of the property	multi-family condominium		
Describe Existing Structure on Property	concrete structure		
	[2 - Stories.		
Dwelling units to be received			
Total Dwelling units including TDR			

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?
☒ Yes ☐ No

If Yes, then provide date of approval 06/03/14.
If Not, then attach preliminary site plan.

ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☐ No ☐

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name 9350 CONDO ASSOCIATION		
Phone ()	e-mail allan2bhmanagement.com	Fax ()
Address 9350 WEST BAY HARBOR DRIVE		
City and State BAY HARBOR ISLANDS, FL		Zip Code 33154.
Property Address/Location SAME		
Legal Description: LOT(S) 11,12,13 BLOCK 2		
Folio Number	Current Zoning RM-1	Year built
Property size +/- 33,750 sq. ft.	Purchase date 1982	
Existing use of the property MULTI-FAMILY CONDOMINIUM.		
Describe Existing Structure on Property 7-story reinforced concrete structure. (18/units)		
Dwelling units to be transferred to TDR Bank 4.		
Units permitted 26		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

RECEIVER SITE BEAU RIVAGE, LLC / 9781 E. BAY HARBOR DR.

X [Signature]
Signature of Owner (Applicant)

X JUNE 9, 2014
Date

JEAN PIERRE FARGOON
Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9 day of JUNE, 2014,
by JEAN PIERRE FARGOON on behalf of _____, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
FL Driver's License F025-434 (type of identification produced) as identification and did take
an oath. 47-082-0



Kathleen Carol Sherman
Notary Public, State of Florida

Print Name: Kathleen Carol Sherman

DONOR SITE 9350 CONDO OF BAY HARBOR ASSOC.

X [Signature]
Signature of Owner (Applicant)

03/21/14
Date

Signature of Owner (Co-Applicant)

Date

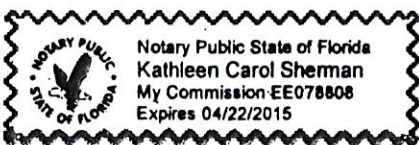
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28 day of MARCH, 2014,
by Gerald Miller on behalf of _____, a Florida (corporation) (partnership) (Other:
9350 BAY HARBOR ASSOCIATION.) He/She is personally known to me or has produced
FL DL License M460-297-34-334-0 (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Kathleen Carol Sherman
Notary Public, State of Florida

Print Name: Kathleen Carol Sherman



SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)
Survey must be current (no more than 6 months old)

Name of Surveyor JH MANUCY, INC.		
Address 4694 PALM AVE. SU 203 Hialeah, FL 33012		
Phone (805) 821-1281	e-mail	Fax (805) 925-1705

Name of Surveyor		
Address		
Phone ()	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ Building must have obtained 40 or 50 Year Certification - If Applicable
- ☐ Outstanding Liens or Code Violations must be cured and/or paid - If Applicable

Other inspections to be performed may include, but are not limited to, the following items:

- | | | | |
|---|--|---|---------------------------------------|
| ☐ Exterior paint | ☐ Windows | ☐ Doors | ☐ Elevators |
| ☐ Steps | ☐ Railings | ☐ Landscaping | ☐ Parking area |
| ☐ Pool/Recreation facilities | ☐ Fences/Walls | ☐ Plumbing | |
| ☐ Electrical System | ☐ A/C equipment | ☐ Roof mounted equipment/screening | |
| ☐ Roofing | | | |

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: FRANKEL BENAYOUN ARCHITECTS
Date: 6/10/2014 Time: 11:49 AM
Receipt Number: MAIN / 82373
Clerk: CASHIER2

TDR Transaction
Beau Rivage and 9350 WBHD

ITEM	REFERENCE	AMOUNT
MISC		1,000.00
	Total:	1,000.00
	Check 1829	1,000.00
	Change:	0.00

FRANKEL BENAYOUN ARCHITECTS INC
1177 Kane Concourse Ste 120
Bay Harbor Islands, FL 33154

1829
63-466/631

06/04/14 DATE

PAY TO THE ORDER OF Town of Bay Harbor Islands \$ 1,000
ONE THOUSAND & NO/100 DOLLARS

 **REGIONS**
9350 CONDO ASSOC.
FOR RE: BEAU RIVAGE LLC

⑈00001829⑈ ⑆063104668⑆ 0182977747⑈

Security
Features
Details on
Back



MP

ORIGINAL copy

**AGREEMENT TO PURCHASE TRANSFER
OF DEVELOPMENT RIGHTS**

THIS AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS ("Agreement") is entered into on this 20th day of March, 2014, ("Effective Date") by and between 9350 CONDO OF BAY HARBOR ISLAND ASSOCIATION, a Florida not-for-profit corporation ("Seller"), and BEAU RIVAGE, LLC a Florida limited liability company and/or its assigns ("Buyer").

WITNESSETH:

WHEREAS, Seller is the holder of four (4) transfer of development rights (the "9350 CONDO OF BAY HARBOR ISLAND ASSOCIATION TDR Units") in the Town of Bay Harbor Islands (the "Town"), Miami-Dade County, Florida, currently belonging to the Seller for the properties more particularly described in Exhibit A attached hereto (the "Donor Parcel");

WHEREAS, Section 23-22.2 of the Town Zoning Regulations governs the transfer of development rights in the Town (the "TDR Ordinance");

WHEREAS, Buyer is owner of the real property located in the Town more particularly described in Exhibit B attached hereto (the "Receiving Parcel");

WHEREAS, Buyer intends to develop the Receiving Parcel as contemplated by the site plan approved by the Town for the Receiving Parcel (the "Approved Site Plan" by the BHI/PZB);

WHEREAS, in addition to the [4] TDR Units, Buyer needs to acquire (0) TDR Units (the "Remaining Required TDR Units for Development") in order for Buyer to develop the Receiving Parcel as contemplated by the Approved Site Plan;

WHEREAS, Buyer desires to purchase [4] of the 9350 Condo of Bay Harbor Island Association TDR Units from Seller, and Seller desires to [4] all of the 9350 Condo of Bay Harbor Island Association TDR Units to Buyer, on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, each of the Parties agrees as follows:

1. **Purchase of 9350 Condo of Bay Harbor Island Association Condominium [4] TDR Units.** Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the 9350 Condo of Bay Harbor Island Association Condominium [4] TDR Units upon the terms and conditions hereinafter set forth.

 3/26/14
 3/20/14

2. Purchase Price and Deposit.

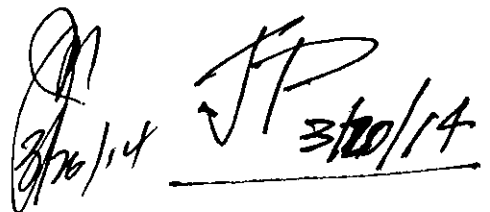
(a) Within two (2) business days after the Effective Date (hereinafter defined), Buyer shall deposit in escrow with the Kroop & Scheinberg, P.A. ("Escrow Agent") the sum of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000) (the "Initial Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing (hereinafter defined). Within two (2) business days after a determination is made by the Town Manager approving the transfer by Seller to Buyer of the 9350 Condo of Bay Harbor Island Association Condominium [4] TDR Units from the Donor Parcel to the Receiving Parcel, Buyer shall deposit in escrow with the Escrow Agent the additional sum of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000) (the "Additional Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price at Closing. The Additional Deposit shall be held together with, and on the same terms and conditions as, the Initial Deposit. Once the Additional Deposit is paid to Escrow Agent, the term "Deposit" shall mean the Initial Deposit, plus the Additional Deposit, prior to payment of the Additional Deposit, whenever used in this Agreement, the term "Deposit" shall mean only the Initial Deposit. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement.

(b) The purchase price of the 9350 Condo of Bay Harbor Island Association Condominium TDR Units is ONE HUNDRED & EIGHTY SIX THOUSAND DOLLARS (\$186,000.00) (the "Purchase Price"). The entire Purchase Price, less the amount of the Deposit, subject to any adjustments as herein provided, shall be due and payable by cashier's check or in immediately available funds, by wire transfer, at Closing.

3. Closing. Subject to satisfaction of all conditions to Closing, the closing (the "Closing" or "Closing Date") of the purchase and sale of the 9350 Condo of Bay Harbor Island Association [4] TDR Units under this Agreement shall take place on the date which is five (5) business days after the date that the Buyer obtains the final binding and non-appealable approval by the Town of the transfer of all of the 9350 Condo of Bay Harbor Island Association TDR Units to the Receiving Parcel, at the offices of Kroop & Scheinberg, P.A. ("Escrow Agent") located at 800 West Avenue Suite C-1 Miami Beach, FL 33139. Seller agrees that, at the option of Buyer, the Closing may take place as an escrow closing in order to accommodate the acquisition by Buyer of some or all of the Remaining Required TDR Units for Development simultaneously with the Closing

BUYER shall pay the cost of recording the instrument of transfer of the 9350 Condo of Bay Harbor Island Association [4] TDR Units and documentary stamps assessed thereon, if any. Seller shall pay the cost of recording the Restrictive Covenant (hereinafter defined).

4. Additional Termination Provisions. Each of the following shall constitute a "Termination Event" under this Agreement:

Handwritten signatures and dates. On the left, a signature is written over the date 3/16/14. On the right, a signature is written over the date 3/20/14.

- (a) If the Town Manager does not make a determination within ten (10) days after the Effective Date that the 9350 West Condominium [4] TDR Units are legally available to be transferred from the Donor Parcel to the Receiving Parcel as provided by the TDR Ordinance; *AND/OR THE TOWN'S PLANNING & ZONING BOARD DOES NOT GRANT THE BUYER THE SITE PLAN/DEVELOPER APPROVALS FOR THE PROJECT.*
- (b) If the Town refuses or fails to schedule a hearing of the Town Council to occur on or before May 6, 2014 for the approval of the transfer of the 9350 Condo of Bay Harbor Island Association Condominium [4] TDR Units from the Donor Parcel to the Receiving Parcel;
- (c) If the transfer of the 9350 Condo of Bay Harbor Island Association [4] TDR Units from the Donor Parcel to the Receiving Parcel has not been finally approved, after expiration of all appeal periods, by the Town Council by the date which is six (6) months after the Effective Date; and *JP 3/20/14*
- (d) If the Donor Parcel shall not be in compliance with current day code requirements as determined by the Town under the TDR Ordinance. *[Signature]*

Buyer, at Buyer's sole option, may terminate this Agreement by written notice to Seller, upon the occurrence of any Termination Event, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.

5. Covenants, Representations and Warranties of Seller. Seller hereby agrees, covenants, represents and warrants to Buyer as follows:

- (a) Seller has not transferred, assigned, sold, conveyed, hypothecated, or otherwise alienated the 9350 Condo of Bay Harbor Island Association [4] TDR Units.
- (b) Seller has good, valid and marketable title to the 9350 West Condominium [4] TDR Units, free and clear of any and all liens, encumbrances, charges and adverse claims of every nature.
- (c) Seller has all requisite power and authority, and has taken all actions required to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Seller pursuant hereto have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.
- (d) All requisite corporate action has been taken by Seller and all required consents have been obtained by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby.
- (e) Within five (5) business days of the Effective Date., Seller shall request that a determination be made by the Town Manager as provided by the TDR Ordinance that the 9350 Condo of Bay Harbor Island Association [4] TDR Units are legally available to be transferred from the Donor Parcel to the Receiving Parcel.

The covenants, representations and warranties of Seller set forth of this Section shall specifically survive the Closing.

6. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has all requisite power and authority, and has taken all actions required by its organizational documents to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Buyer pursuant hereto have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

7. **Buyer's Conditions to Closing.** Buyer's obligation to consummate the Closing or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (any of which may be waived only in writing by Buyer in its sole and absolute discretion):

(a) Seller shall have fully performed each covenant and agreement to be performed by Seller under this Agreement and each representation and warranty made in this Agreement by Seller shall be complete, true and accurate as of the Closing Date;

(b) The final binding and non-appealable approval by the Town of the transfer of the 9350 Condo of Bay Harbor Island Association [4] TDR Units to the Receiving Parcel shall have been obtained, including, without limitation; any required approval of Buyer's supplemental TDR application for the transfer of the 9350 Condo of Bay Harbor Island Association [4] TDR Units to the Receiving Parcel;

(c) There shall be no development or building moratoria in effect with regard to the Receiving Parcel as of the Closing Date; and

(d) The Approved Site Plan shall remain in full force and effect.

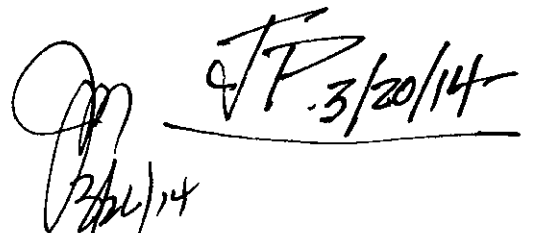
If any of the foregoing conditions are not satisfied at or before Closing, then in addition to any remedy available to Buyer under this Agreement, Buyer may terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.

8. **Buyer's Obligations at Closing.** Buyer shall do the following at the Closing:

(a) Execute and deliver the closing statement; and

(b) Pay the portion of the Purchase Price described in paragraph 2(H).

9. **Seller's Obligations at Closing.** Buyer shall execute and deliver the following documents to Buyer at the Closing:

 J.P. 3/20/14

- (a) The closing statement;
- (b) That certain Quitclaim Assignment of Transfer of Development Rights, the form of which is attached hereto and incorporated herein as Exhibit B (the "Assignment"), joined in by all of the unit owners in 9350 Condo of Bay Harbor Island Association; Inc.
- (c) A Restrictive Covenant in recordable form restricting the future use of the Donor Parcel as required by the TDR Ordinance, in form and content acceptable to the Town Attorney (the "Restrictive Covenant");
- (d) A Certificate of Non-Foreign Status of Seller as required by Section 1445 of the Internal Revenue Code;
- (e) Such proof of Seller's authority and authorization to enter into this transaction as may be reasonably required by Buyer; and
- (f) Any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.

10. **Escrow Agent.** In the event a dispute arises between the parties regarding the Deposit, or in the event the Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent may, in its sole discretion, continue to hold the Deposit until all parties mutually agree to release thereof or until an order or a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto. Alternatively, Escrow Agent may, in its discretion, deposit the Deposit with the Clerk of the Circuit Court of Miami-Dade County, Florida (the "Clerk") pursuant to interpleader procedure, whereupon, after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of such deposit, all liability on the part of Escrow Agent shall terminate. It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Deposit and for the release of the same in accordance with this Agreement. The Escrow Agent shall not be liable for any action done or omitted by it or for any action which it may in good faith do or refrain from doing in connection with this Agreement. The Escrow Agent will incur no liability for relying on any signature or signatures of Buyer or Seller, their agents, directors or employees, their purported authority to act, the genuineness of such signatures, or as to the truth and accuracy of any information contained therein. Buyer and Seller hereby indemnify Escrow Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, attorneys fees, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur as Escrow Agent or with which it may be threatened directly or indirectly arising from or in any way connected with this Agreement, except for matters resulting from Escrow Agent's gross negligence or willful misconduct. Buyer and Seller expressly request that the Escrow Agent act pursuant to this Agreement.

  3/20/14
3/20/14

11. **Default by Seller.** In the event that Seller defaults in the observance or performance of its covenants and obligations hereunder, Buyer may, at its option, elect to bring an action to enforce specific performance of this Agreement against Seller or elect to terminate this Agreement and receive a full refund of the Deposit.

12. **Default by Buyer.** If the sale is not consummated due to any default by Buyer hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) have the right to terminate this Agreement and receive the Deposit from the Escrow Agent as liquidated damages and in full settlement of all claims. Buyer and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Deposit by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom.

13. **No Third Party Beneficiary.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Buyer and Seller.

14. **Broker.** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to a licensed real estate broker other than Sheldon Markus Realty Corporation ("Broker"), Markus Frankel, Broker, 1177 Kane Concourse, Suite 120, Bay Harbor Islands, Florida 33154, who is a transaction broker and who will be compensated by Seller. Seller shall pay to Broker a brokerage commission in the amount of \$6,000.00 to be paid from Seller's sales proceeds at Closing. In the event that the Closing does not occur for any reason whatsoever, Broker shall not be entitled to the payment of any brokerage commission in connection with the transaction contemplated by this Agreement. Buyer shall have no obligation to Broker with respect to the payment of any commission in connection with this transaction. The provisions of this Section shall survive Closing.

15. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties each hereby knowingly, voluntarily and intentionally waive any right (whether arising under the Constitution of the United States or the State of Florida or under any foreign jurisdiction, under any statutes regarding or rules of civil procedure applicable in any state, federal, or foreign legal proceeding, under common law, or otherwise) to demand or have a trial by jury of any claim, demand, action or cause of action arising under this Agreement or in any way connected with or related to or incidental to the discussions, dealings, or actions of such persons or any of them (whether oral or written) with respect thereto, or to the transactions related thereto, in each case whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise; and each party agrees and consents that any such claim, demand, action or cause of action shall be decided by trial court without a jury, and that any other party to this Agreement may file an original counterpart or a copy of this Agreement with any court as written evidence of such waiver of right to trial by jury. The parties acknowledge and agree that they have received full and sufficient consideration for this provision (and each other provision of each other related document to which they are a party) and that this provision is a material inducement for the Seller's accepting this Agreement. By waiving a jury trial, the parties intend claims and disputes to be resolved by a judge acting without a jury in order to avoid the delays,

PM
3/26/14
JP 3/20/14

expenses and risks of mistaken interpretations which each party acknowledges to be greater with jury trials than with non jury trials.

16. **Miscellaneous.**

(a) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

(b) Notices. All notices required or allowed by this Agreement shall be delivered at the following addresses:

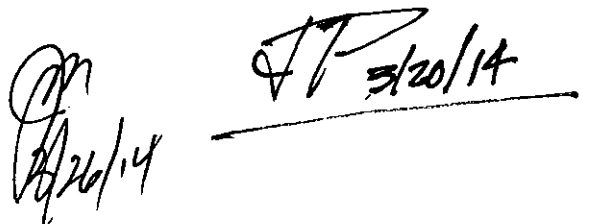
To BUYER: BEAU RIVAGE LLC
9781 E. Bay Harbor Dr.
Bay Harbor Islands, FL 33154
Attn: Mr. Jean Pierre Fargeon, M.M

With a copy to: Markus Frankel
1177 Kane Concourse Suite 120
Bay Harbor Islands, FL 33154

To SELLER: The 9350 Condo of Bay Harbor Island Association, Inc.
9871 W. Bay Harbor Drive, 2A
Bay Harbor Islands, FL 33154
Attn: Gerald Miller, President
Richard I. Kroop, ESQ
Kroop & Scheinberg
800 West Avenue, Su. C1
Miami Beach, FL 33139

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery by a recognized courier, delivery service such as Federal Express, or postmarked by the U.S. Postal Service; provided, however, a copy of said notice shall also be transmitted via facsimile or email on the date of delivery to any of the above.

(c) Attorney's Fees and Costs. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover such attorney's fees, court costs and expenses (including without limitation, all such fees, costs and expenses incident to pre-trial, trial, appellate, bankruptcy, post judgment and alternative dispute resolution proceedings), incurred in that suit, action or proceeding, in addition to any other relief to which such party is entitled as determined by the court. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs and all other charges billed by the attorney to the prevailing party.

Handwritten signature and date 5/26/14

(d) Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

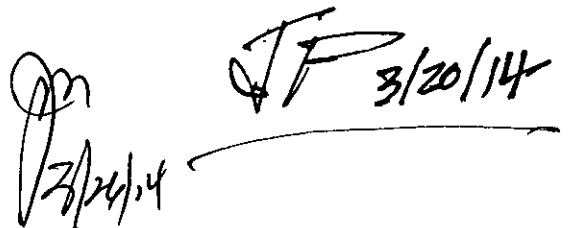
(e) Assignment by Buyer. Buyer shall have the right to assign this Agreement without the prior written consent of Seller.

(f) Effective Date of this Agreement. The date when the last one of Seller or Buyer has signed and delivered this Agreement to the other party,; or (ii) if changes in this Agreement have been made (after signature) and initialed by the parties, the date when the last one of Seller or Buyer has initialed those changes.

(g) Counterparts; Signatures. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Agreement may be transmitted via facsimile or scanned and e-mailed, and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns

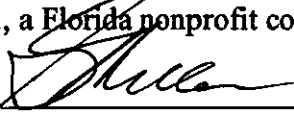
(i) Time Periods. If the final date of any period which is set out in any provision of this Agreement or the Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday.

Handwritten signature and date: 3/24/14 and JF 3/20/14

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed, as of the day and year first above written.

SELLER:

THE 9350 Condo of Bay Harbor Island Association
INC., a Florida nonprofit corporation

By: 

9350 West Condominium Association, President
Gerald Miller, President

Date : 3/26/14

BUYER:

BEAU RIVAGE LLC, a Florida limited liability
company

By: 

Name: Jean Pierre Fargeon

Title: Managing Member

Date : Mar 20, 2014

EXHIBIT A

Donor Parcel
9350 Condo of Bay Harbor Island Association

Legal Description/Address
9350 West Bay Harbor Drive Bay Harbor Islands, Florida, 33154

Lots 11,12 & 13/BLK 2
Bay Harbor Islands, PB 46/ PG. 5
Miami Dade County Florida

JP 3/20/14
JP 3/20/14

EXHIBIT B
Receiving Parcel Address/Legal

Beau Rivage, LLC
9781 East Bay Harbor Drive, Bay Harbor Island, FL 33154

Lot 28, Block 4, Bay Harbor Island,
P.B. 46, Pg. 5, Miami-Dade, FL

JP
3/20/14



April 28, 2014

Marlene Marante, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Robert H. Yaffe
Mayor

Jordan W. Leonard
Vice-Mayor

Stephanie Bruder
Council Member

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Solange M. Rousselot
Council Member

Isaac Salver
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW MULTI-FAMILY
Transfer of Development Rights
9350 W. Bay Harbor Drive
Folio #13-2227-073-0001

Dear Ms. Marante:

As per you request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS ~ No Repairs required

PLUMBING REPAIRS ~ No Repairs required

MECHANICAL REPAIRS ~ No Repairs required

ELECTRICAL REPAIRS

1. Pool pumps and pool heater must be properly bonded as per NEC 680.

This building was build in 1980. Therefore the 40 year re-certification report is not due until 2020.

If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee,
Chief Building Official

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-993-1786



SCHEDULED INSPECTION REPORT

Permit No:**Owner:** 9350 Condominium of Bay Harbor**Applicant:** 9350 Condominium of Bay Harbor**Requested by** Ayanidys Marante**Parcel Address:** 9350 West Bay Harbor Dr**Lot(s):** 11-13 **Block:** 2**Project Description:** Transfer Development Rights (TDR)**Phone:** 305-865-4965**Email:** hukker@me.com**Date:** 4/16/2014**Unit #:****Inspector:** Darrell De Young**Inspection Type:** TDR**Inspection Date:** 4/16/2014**Time:** :00am**Instructions:****Inspection Checklist:**☒☐☐**Inspector's Comments:**

POOL PUMPS AND POOL HEATER MUST BE PROPERLY
BONDED AS PER NEC 680.

ALL OTHER BUILDING APPROVED.

DD 4/16/14

CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER

Note: Removal of this card is illegal and subject to fine.

CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS

License#

Signature

	DD 4/16/14
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TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-993-1786



SCHEDULED INSPECTION REPORT

Permit No:**Owner:** 9350 Condominium of Bay Harbor**Applicant:** 9350 Condominium of Bay Harbor**Requested by** Ayanidys Marante**Parcel Address:** 9350 West Bay Harbor Dr**Lot(s):** 11-13 **Block:** 2**Project Description:** Transfer Development Rights (TDR)**Phone:** 305-865-4965**Email:** hukker@me.com**Date:** 4/16/2014**Unit #:** **Inspector:** Ayanidys Marante**Inspection Date:** 4/16/2014**Inspection Type:** TDR**Time:** :00am**Instructions:****Inspection Checklist:****Inspector's Comments:**

*Built in 1980
40 yrs due 2020*

CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER

Note: Removal of this card is illegal and subject to fine.

CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS

License#**Signature**

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-993-1786



SCHEDULED INSPECTION REPORT

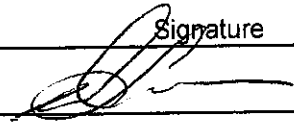
Permit No:**Owner:** 9350 Condominium of Bay Harbor**Applicant:** 9350 Condominium of Bay Harbor**Requested by** Ayanidys Marante**Parcel Address:** 9350 West Bay Harbor Dr**Lot(s):** 11-13**Block:** 2**Project Description:** Transfer Development Rights (TDR)**Phone:** 305-865-4965**Email:** hukker@me.com**Date:** 4/16/2014**Unit #:** **Inspector:** Dale Lee**Inspection Date:** 4/16/2014**Inspection Type:** TDR**Time:** :00am**Instructions:****Inspection Checklist:**☐☐☐**Inspector's Comments:**

Very well maintained building
no discrepancies noted
Painting excellent, landscape, Pool area, Paving - Good

CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER

Note: Removal of this card is illegal and subject to fine.

CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS

License#**Signature** 4/16/14

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-993-1786

**SCHEDULED INSPECTION REPORT****Permit No:****Owner:** 9350 Condominium of Bay Harbor**Applicant:** 9350 Condominium of Bay Harbor**Requested by** Ayanidys Marante**Parcel Address:** 9350 West Bay Harbor Dr**Lot(s):** 11-13**Block:** 2**Project Description:** Transfer Development Rights (TDR)**Phone:** 305-865-4965**Email:** hukker@me.com**Date:** 4/16/2014**Unit #:** **Inspector:** Cliff Lindgren**Inspection Type:** TDR**Inspection Date:** 4/16/2014**Time:** :00am**Instructions:****Inspection Checklist:**☒☐☐**Inspector's Comments:**

O. K for T. P. R.

CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER

Note: Removal of this card is illegal and subject to fine.

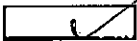
CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS

License#

Signature

	 4/16/14
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TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-993-1786

**SCHEDULED INSPECTION REPORT****Permit No:****Owner:** 9350 Condominium of Bay Harbor**Applicant:** 9350 Condominium of Bay Harbor**Requested by** Ayanidys Marante**Parcel Address:** 9350 West Bay Harbor Dr**Lot(s):** 11-13 **Block:** 2**Project Description:** Transfer Development Rights (TDR)**Phone:** 305-865-4965**Email:** hukker@me.com**Date:** 4/16/2014**Unit #:** **Inspector:** Johnny Lindgren**Inspection Type:** TDR**Inspection Date:** 4/16/2014**Time:** :00am**Instructions:****Inspection Checklist:****Inspector's Comments:**

OK - for T.D.R.

CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER

Note: Removal of this card is illegal and subject to fine.

CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS

License#**Signature**

DN-2257

Johnny Lindgren - 4/16/14

TOWN OF BAY HARBOR ISLANDS
9865 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-866-6211



SCHEDULED INSPECTION REPORT

Permit No: EL2014-81
Owner: 9350 Condominium of Bay Harbor
Applicant: Hi-Tech Electric & Fire Corp
Requested by: Javier 305-306-6720
Parcel Address: 9350 West Bay Harbor Dr.; Bay Harbor Islands
Lot(s): 11-13 Block: 2
Project Description: Repair grounding at pool

Phone: 786-328-0931
Date: 7/15/2014
Unit #: Pool

Inspector: ALAN KRAMEN
Inspection Type: FINAL ELECTRICAL

Inspection Date: 7/18/2014
Time: 12:00 AM

Instructions:

Inspection Checklist:

- | | | |
|--|---|--------------------------|
| ☐ Underground | ☐ Work with | ☐ |
| ☐ S ab | ☐ Final a/c Electrical | ☐ |
| ☐ Pool bonding | ☐ Final | ☐ |
| ☐ Rough electrical | ☐ | ☐ |
| ☐ Rough Low voltage | ☐ | ☐ |

☒ APPROVED

☐ RE-INSPECTION

☐ REJECTED

☐ RE-INSPECTION FEE

Inspector's Comments:

CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER

Note: Removal of this card is illegal and subject to fine.

CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS

License #

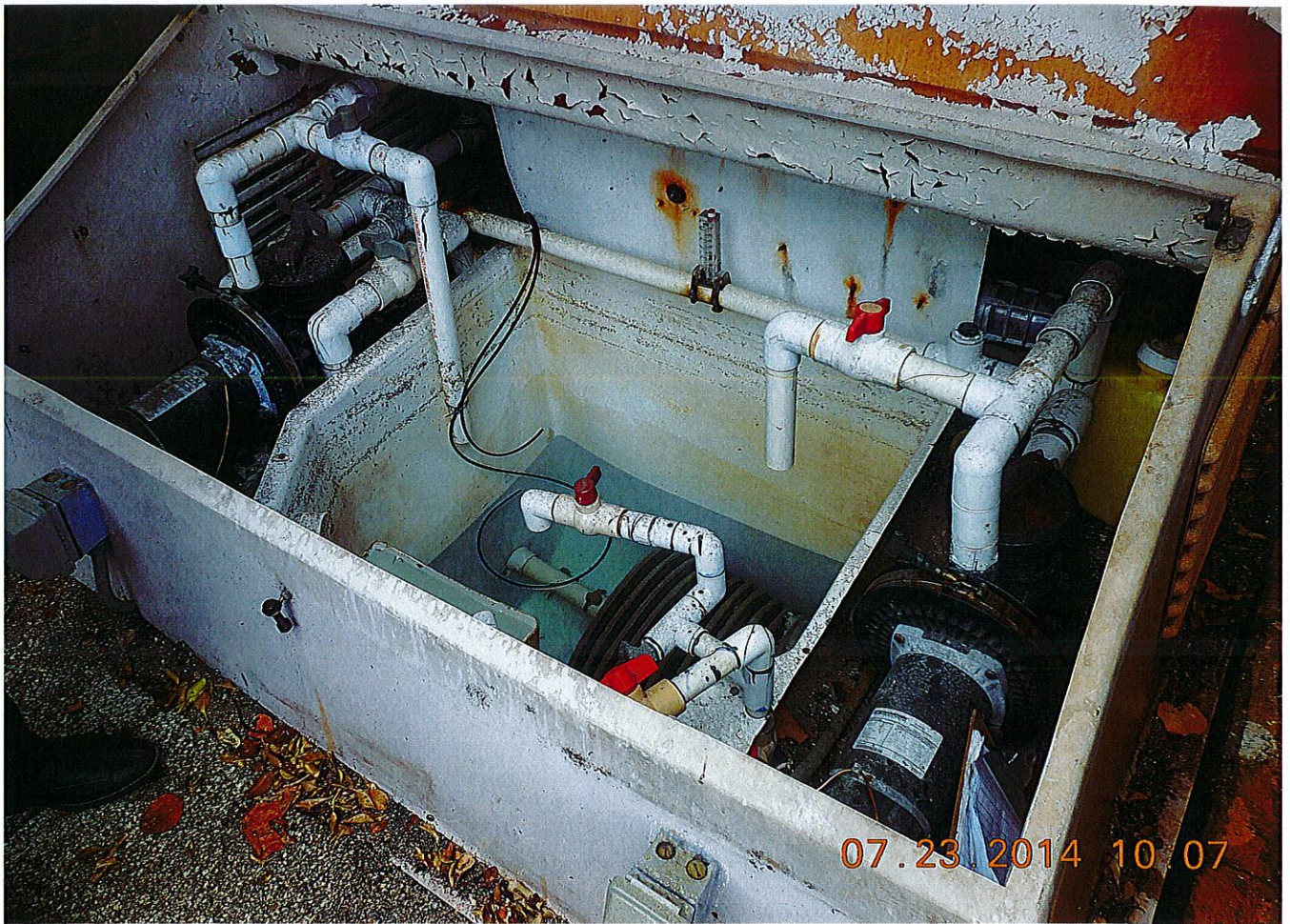
Signature

7/17/2014

inspcedv2.nrw

page 2 of 4





Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: April 11, 2014

Property Address: 9350 Condominium Association, Inc.
9350 West Bay Harbor Drive
Town of Bay Harbor Islands, FL 33154



Street view of the property – No violations observed.



Entrance to the lobby- No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: April 11, 2014

Property Address: 9350 Condominium Association, Inc.
9350 West Bay Harbor Drive
Town of Bay Harbor Islands, FL 33154



Lobby- No violations observed.



Dock - No violations observed.

Town of Bay Harbor Islands Code Compliance Department

TDR Inspection

Date: April 11, 2014

Property Address: 9350 Condominium Association, Inc.
9350 West Bay Harbor Drive
Town of Bay Harbor Islands, FL 33154



Pool area- No violations observed.



North side of the property – No violations observed.

Town of Bay Harbor Islands Code Compliance Department

TDR Inspection

Date: April 11, 2014

Property Address: 9350 Condominium Association, Inc.
9350 West Bay Harbor Drive
Town of Bay Harbor Islands, FL 33154



East side of the property- No violations observed.



South side of the property- No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: April 11, 2014

Property Address: 9350 Condominium Association, Inc.
9350 West Bay Harbor Drive
Town of Bay Harbor Islands, FL 33154



South side parking area- No violations observed.



North side parking area- No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: April 11, 2014

Property Address: 9350 Condominium Association, Inc.
9350 West Bay Harbor Drive
Town of Bay Harbor Islands, FL 33154



Street view of the property – No violations observed.



Entrance to the lobby- No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

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Property Address: 9350 Condominium Association, Inc.
9350 West Bay Harbor Drive
Town of Bay Harbor Islands, FL 33154



Lobby- No violations observed.



Dock - No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: April 11, 2014

Property Address: 9350 Condominium Association, Inc.
9350 West Bay Harbor Drive
Town of Bay Harbor Islands, FL 33154



Pool area- No violations observed.

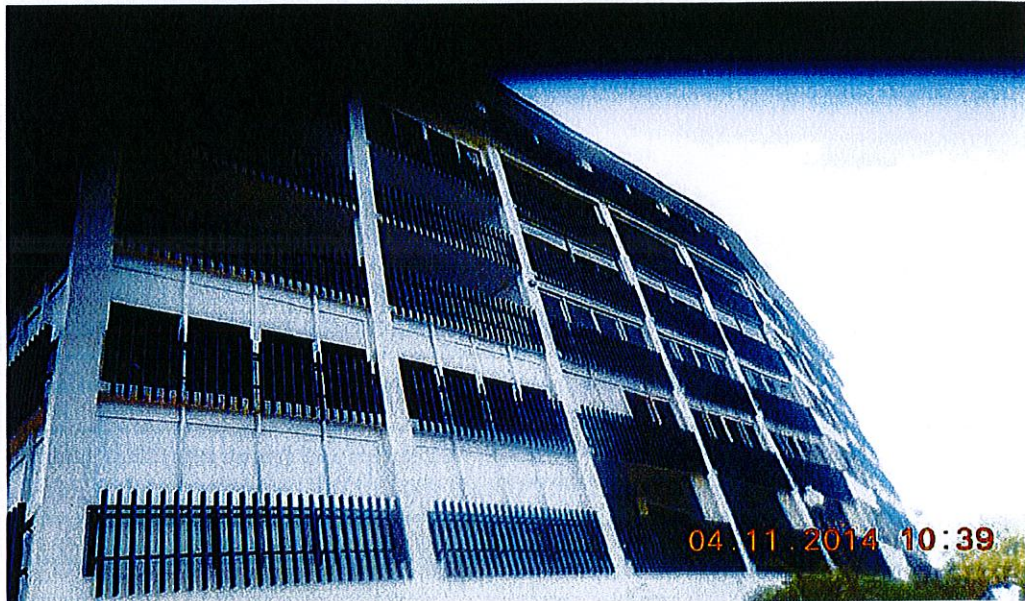


North side of the property – No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: April 11, 2014

Property Address: 9350 Condominium Association, Inc.
9350 West Bay Harbor Drive
Town of Bay Harbor Islands, FL 33154



East side of the property- No violations observed.



South side of the property- No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: April 11, 2014

Property Address: 9350 Condominium Association, Inc.
9350 West Bay Harbor Drive
Town of Bay Harbor Islands, FL 33154



South side parking area- No violations observed.



North side parking area- No violations observed.

INDEX OF SHEETS							ZONING SUMMARY		
A-0.01 A-0.02 A-0.03 A-1.01 A-1.02 A-1.03 A-1.04 A-1.05 A-1.06 A-1.07 A-1.08 A-2.01 A-2.02 A-2.03 A-2.04 A-3.01 A-3.02 D-1 L-1 L-2 L-3 L-4 L-5 L-6 C-1 C-2 C-3 E-1.01	COVER						9781 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA 33154		
	SURVEY						SF ACRES		
	TREE SURVEY						LOT AREA 11,286 0.26 +/-		
	CONTEXT PHOTOS						LEGAL DESCRIPTION		
	AERIAL VIEWS						LOT 28, BLOCK 4, BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.		
	RENDERING VIEWS						FLOOD ELEVATION		
	SITE PLAN - LEVEL 1 FLOOR PLAN						THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 10.0' NGVD.		
	LEVEL 2 FLOOR PLAN						CROWN OF THE ROAD 4.815' NGVD		
	LEVEL 3 FLOOR PLAN						ZONING CLASSIFICATION RM1 - WATERFRONT MULTI FAMILY RESIDENTIAL DISTRICT		
	LEVEL 4 FLOOR PLAN						FUTURE LAND USE DESIGNATION MEDIUM-HIGH DENSITY RESIDENTIAL		
	LEVELS 5 - 7 FLOOR PLAN						FLR ALLOWABLE PROPOSED		
	PENTHOUSE FLOOR PLAN						(DETERMINED BY THE SETBACKS) N/A		
	ROOF DECK FLOOR PLAN						MAXIMUM DENSITY		
	HIGH ROOF PLAN						34 UNITS PER NET ACRE 9 13 (4 TDRs REQ.)		
	WEST ELEVATION						SETBACKS		
	SOUTH ELEVATION						REQUIRED PROPOSED		
	EAST ELEVATION						FRONT:		
	NORTH ELEVATION						UP TO 30'-0" HIGH 20'-0" 20'-0"		
	BUILDING SECTION						UP TO 45'-0" HIGH 25'-0" 30'-0"		
	WALL SECTION						UP TO 65'-0" HIGH 30'-0" 30'-0"		
ARCHITECTURAL ANALYSIS									
THE EXISTING BUILDING ON SITE (TO BE DEMOLISHED) IS A TWO-STORY APARTMENT BUILDING OF MASONRY & STUCCO CONSTRUCTION, BUILT IN THE 1960s. THE BUILDING IS AN EXAMPLE OF MASONRY VERNACULAR MIMO ARCHITECTURE.							REAR:		
BUILDING OCCUPANCY RESIDENTIAL R1							1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0" 21'-8" (MAX) 21'-8" (MAX)		
TYPE OF CONSTRUCTION TYPE I-B							SIDE:		
UNIT # # OF UNITS NSF PER UNIT GSF PER UNIT AREA SF # OF BD / # OF BA							UP TO 30'-0" HIGH 10'-0" 10'-0"		
UNIT A 2 2,558 2,684 5,368 SF 3 BD / 3.5 BA							1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0" 20'-0" (MAX) 20'-0" (MAX)		
UNIT B 1 1,442 1,536 1,536 SF 2 BD / 2.5 BA							FLEX: 1/3 OF BUILDING LENGTH		
UNIT C 1 1,573 1,624 1,624 SF 2 BD / 2.5 BA							@ NORTH [0.33 X 110'-1"] 36'-8" 36'-8"		
UNIT D 4 1,877 1,991 7,964 SF 3 BD / 3 BA							@ WEST [0.33 X 53'-4"] 17'-9" 17'-9"		
UNIT E 4 1,220 1,303 5,212 SF 2 BD / 2 BA							@ SOUTH [0.33 X 110'-1"] 36'-8" 36'-8"		
UNIT PH 1 3,069 3,300 3,300 SF 3 BD / 4.5 BA + DEN							@ EAST [0.33 X 57'-9"] 19'-3" 0'-0"		
TOTAL 13 25,004 SF							MAXIMUM HEIGHT		
							ALLOWABLE PROPOSED		
							75'-0" above BFE 75'-0" above BFE		
							GROUND LANDSCAPE AREA		
							REQUIRED PROPOSED		
							20% OF LOT AREA MINIMUM 11,286 X .20 2,257 SF 2,904 SF = 26%		
							ROOF DECK LANDSCAPE REQUIREMENTS		
							REQUIRED PROPOSED		
							15% OF ROOF AREA MINIMUM 2,128 X .15 319 SF 665 SF = 31 %		
							LOT COVERAGE		
							ALLOWABLE PROPOSED		
							DETERMINED BY SETBACKS 6,076 SF = 54%		
							PARKING SPACE REQUIREMENTS		
							REQUIRED PROPOSED		
							RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & DROP-OFF AREA 26 27		

BEAU RIVAGE CONDOMINIUM

BAY HARBOR RESIDENTIAL DEVELOPMENT

9781 EAST BAY HARBOR DRIVE

BAY HARBOR ISLANDS, FLORIDA 33154



OWNER / DEVELOPER:
BEAU RIVAGE, LLC
9781 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154
P : 5 6 1 . 9 9 4 . 3 4 3 4

DESIGN CONSULTANTS:

CIVIL ENGINEER:
HOLLAND ENGINEERING
111 SOUTH 21ST AVENUE
HOLLYWOOD, FLORIDA, 33020
P : 9 5 4 . 3 6 7 . 0 3 7 1

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.
6800 S.W. 81ST STREET
MIAMI, FLORIDA, 33143
P : 3 0 5 . 6 6 5 . 9 6 8 8

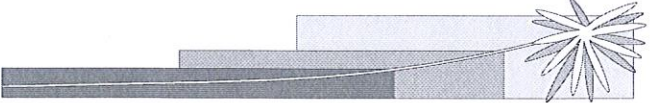
FRANKEL BENAYOUN

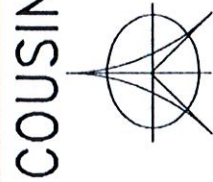
ARCHITECTS INC

ARCHITECTS PLANNERS INTERIOR DESIGN

L I C E N S E N O . A A - C 0 0 1 4 9 4
MARKUS A. FRANKEL. LICENSE NO. ARO007143
IFHAT BENAYOUN FISHMAN. LICENSE NO. ARO017273

1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX:(305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM





COUSINS SURVEYORS & ASSOCIATES, INC.

3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 680-9885 FAX (954) 680-0213

PROJECT NUMBER : 5312-05

CLIENT :
BEAU RIVAGE, LLC.

SKETCH OF SURVEY

LEGEND:

CKD CHECKED BY
CONC CONCRETE
DWN DRAWN BY
FB/PG FIELD BOOK AND PAGE
SIR SET 5/8" IRON ROD & CAP #6448
SNC SET NAIL AND CAP #6448
FIR FOUND IRON ROD
FIP FOUND IRON PIPE
FNC FOUND NAIL AND CAP
FND FOUND NAIL & DISC
P.B. PLAT BOOK
M/D.C.R. MIAMI/DADE COUNTY RECORDS
WM WATER METER
-X- CHAIN LINK/ WOOD FENCE
ELEV ELEVATION
CBS CONCRETE BLOCK STRUCTURE
WPP WOOD POWER POLE
A/C AIR CONDITIONER
STY STORY
-E- OVERHEAD UTILITY LINES
5.90' ELEVATION

LAND DESCRIPTION:

LOT 28, BLOCK 4 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 5 OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.

NOTES :

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. THIS SURVEY WAS DONE SOLEY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
5. UNDERGROUND IMPROVEMENTS NOT SHOWN.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
7. BENCHMARK REFERENCE : MIAMI/DADE COUNTY BENCHMARK NO. S-243 ELEVATION = 11.77'
8. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF BLOCK 23, BAY HARBOR ISLAND", P.B. 46, PG. 5, M/D.C.R. SAID LINE BEARS N02°38'50"W.

I HEREBY CERTIFY THAT THE "SKETCH OF SURVEY" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION IN FEBRUARY, 2014.
I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: *Richard E. Cousins*

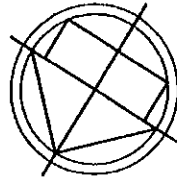
RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188
SURVEY DATE : 02/05/14

REVISIONS	DATE	FB/PG	DWN	CKD	FLOOD ZONE INFORMATION	PROPERTY ADDRESS :
BOUNDARY & IMPROVEMENTS SURVEY	05/31/05	116/16	AV		COMMUNITY NUMBER 120637	9781 EAST BAY HARBOR DRIVE
UPDATE SURVEY	02/05/14	SKETCH	JD	REC	PANEL NUMBER 0092 J	
					ZONE AE	SCALE: 1" = 20'
					BASE FLOOD ELEVATION 9	SHEET 1 OF 2
					EFFECTIVE DATE 07/17/95	

PROJECT NUMBER : 5312-05

BEAU RIVAGE, LLC.

INDIAN CREEK

[illegible]

LOT 29
BLOCK 4

FLOOD ZONE INFORMATION	
COMMUNITY NUMBER	120637
PANEL NUMBER	0092 J
ZONE	AE
BASE FLOOD ELEVATION	9
EFFECTIVE DATE	07/17/95

SCALE: 1" = 20'

SHEET 2 OF 2

LEGEND:

- L.B. LICENSED BUSINESS
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- ID. IDENTIFICATION
- A/C AIR CONDITIONING (UNITS)
- (P) DENOTES BEARING AND DISTANCE BASED ON PLATS OF RECORD
- (C) CALCULATED
- OHW- OVERHEAD WIRE
- DA WATER VALVE
- ~ CONCRETE POWER POLE
- ☒ WATER METER
- ☼ METAL LIGHT POLE
- CI CURVE No. 1
- A VIEW 1
- TR 2001. TREE NUMBER 2001

VIEW 1
NOT TO SCALE

VIEW 2
NOT TO SCALE

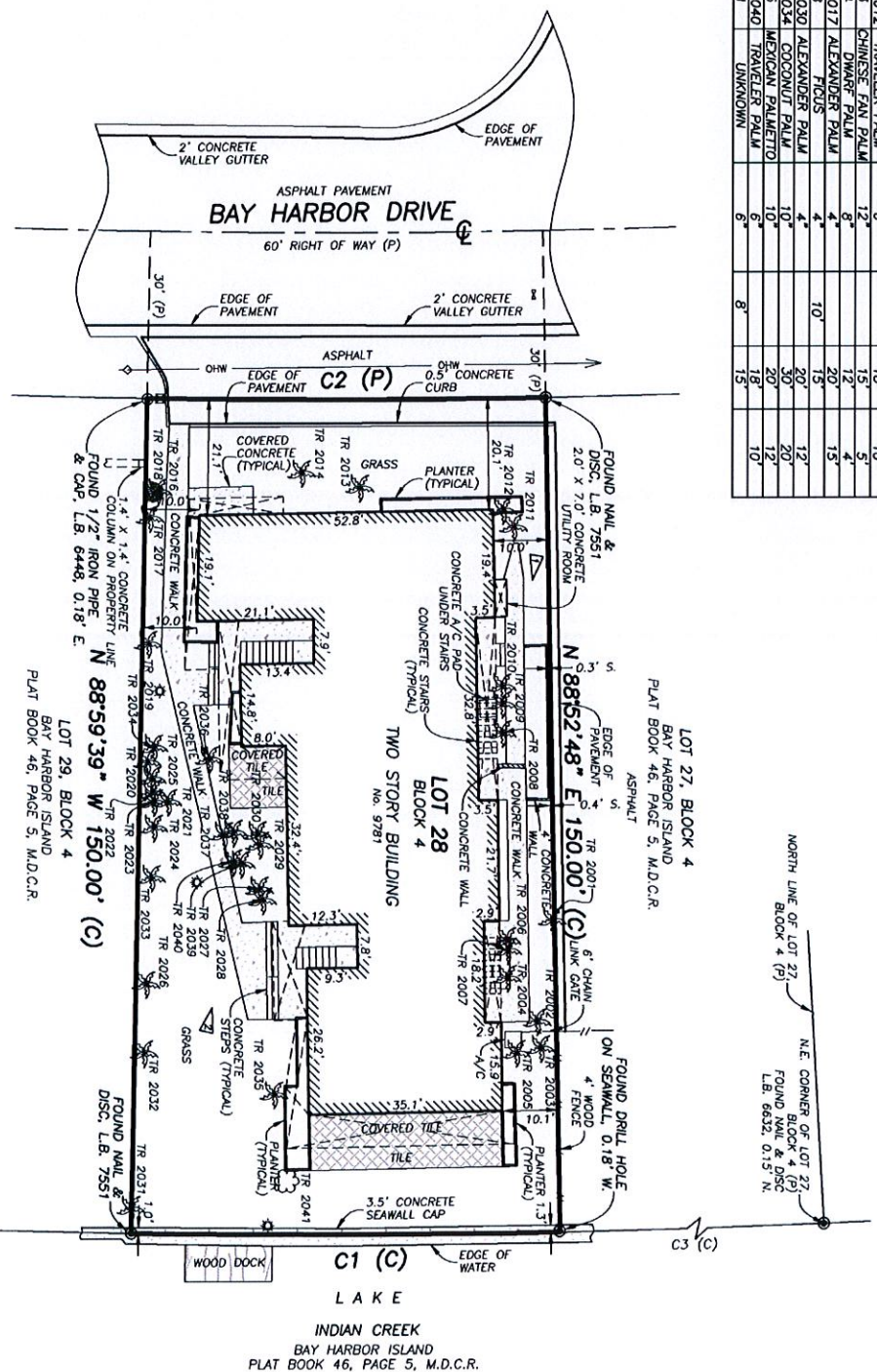
SCALE: 1" = 20'

GRAPHIC SCALE

LOCATION MAP
NOT TO SCALE

CURVE TABLE (C)						
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
C1	77.78	2086.24	2.07.33	N 10°42.01' W	77.78	
C2	72.21	1946.24	2.07.33	N 10°42.01' W	72.21	
C3	77.78	2086.24	2.07.33	N 02°10.59' W	77.78	

TREE TABLE				
TREE NUMBER	TREE TYPE	DBH AT BREAST HEIGHT	CANOPY DIAMETER	SOIL CLEARWOOD HEIGHT
2001	COCONUT PALM	8"	30'	8'
2002-2012	TRAVELER PALM	6"	18'	10'
2013	CHINESE FAN PALM	12"	15'	5'
2014	OWARI PALM	8"	12'	4'
2016-2017	ALEXANDER PALM	4"	10'	15"
2018	ALEXANDER PALM	4"	15'	13"
2019-2020	COCONUT PALM	10"	30'	20'
2021-2023	COCONUT PALM	10"	30'	12'
2025	MEXICAN PALMETTO	6"	18'	10'
2036-2040	TRAVELER PALM	6"	8'	15'
2041	UNKNOWN	6"	8'	15'



LOT 28, BLOCK 4, OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

1. THIS SURVEY REPRESENTS A BOUNDARY SURVEY AS DEFINED BY MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING, CHAPTER 50-17, FLORIDA ADMINISTRATIVE CODES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE PROPERTY SHOWN HEREON CONTAINS 0.26 ACRES (11,250 SQUARE FEET), MORE OR LESS.
3. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
4. THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS A REPRESENTATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.

7. SURFACE UTILITIES, FOUNDATIONS AND ENCROACHMENTS WERE NOT LOCATED AND ARE NOT SHOWN HEREON. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

8. EXACTA COMMERCIAL SURVEYORS, INC., HAS NOT SEARCHED THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS AFFECTING THE PROPERTY BEING SURVEYED. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

9. THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE, ELEVATION 9' AND 10' (AND 29') AS SHOWN IN THE FLOOD INSURANCE RATE MAP 22085C 0144C CONVEYANCE NUMBER 1206327 DOWNS OF BAY HARBOR ISLANDS, MIAMI-DADE COUNTY, FLORIDA. MAP REVISED DATE: SEPTEMBER 11, 2009.

10. THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY EXACTA COMMERCIAL, SURETORS, INC. EXACTA HAS TAKEN ALL REASONABLE STEPS TO ENSURE THE ACCURACY OF THIS DOCUMENT. WE CANNOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE BY OTHERS AFTER IT LEAVES OUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY (WHICH BEARS THE PASSED SURETOR'S CERTIFICATION SEAL IF APPLICABLE) TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS OR MODIFICATIONS HAVE NOT BEEN MADE. EXACTA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED HEREON. CONTRACT EXACTA DIRECTLY FOR VERIFICATION OF ACCURACY.

11. BUILDING DIMENSIONS WERE MEASURED AT GROUND LEVEL AND ARE OVERALL. ARCHITECTURAL DETAILS MAY NOT BE SHOWN.

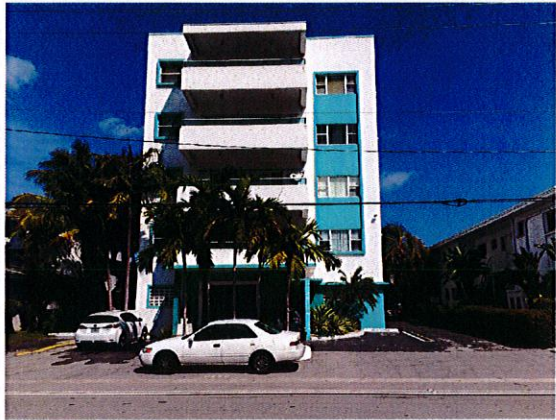
12. THIS FIRM HAS IDENTIFIED VARIOUS TYPES OF TREES LOCATED ON THIS SITE BASED ON COMMON KNOWLEDGE OF TREE SPECIES. A QUALIFIED LANDSCAPE ARCHITECT SHOULD BE EMPLOYED FOR A DETAILED IDENTIFICATION OF TREE SPECIES. TREE DIMENSIONS ARE APPROXIMATE AND WERE MEASURED AT A DISTANCE FROM THE TRUNK. DEAD TREES, BRANCHES AND GROUND COVER WERE NOT LOCATED AND ARE NOT SHOWN HEREON. EXOTIC TREES SUCH AS MANGROVE, BRAZILIAN PEPPER AND AUSTRALIAN PINE WERE NOT LOCATED OR SHOWN HEREON.

CERTIFICATE:

THIS IS TO CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS IS TO CERTIFY THAT THIS BOUNDARY SURVEY
AND IS ACCURATE AND CORRECT TO THE BEST OF
JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6080
STATE OF FLORIDA
EXACTA COMMERCIAL SURVEYORS, INC. L.B. 7551

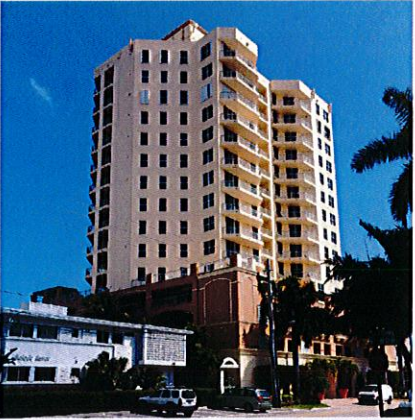
JOB NO. FL1403-1739	REVISIONS 01 BOUNDARY SURVEY 08/25/12 02 ADD TREES 03/17/14	DRAWN BY J.E.C. CHECKED BY JDLR LAST FIELD DATE: 03/17/14	CLIENT: BEAU RIVAGE, LLC DATE: 03/18/14	SKETCH OF BOUNDARY SURVEY LOT 28, BLOCK 4 BAY HARBOR ISLAND PLAT BOOK 46, PAGE 5, M.D.C.R. 9781 E. BAY HARBOR DRIVE, MIAMI BEACH, FL. 33154	NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL SEAL	TELEPHONE NO. 561-314-0769 FAX NO. 561-314-0770  EXACTA COMMERCIAL LAND SURVEYORS L.B. 7551
3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414						



NORTH PROPERTY NEIGHBOR



EXIST. SITE (SUBJECT SITE) (E BAY HARBOR DR)



SOUTH PROPERTY NEIGHBOR



SUBJECT SITE DESIGN

CIVIL ENGINEER
HOLLAND ENGINEERING INC.
3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4800 N.W. 11 STREET MIAMI, FL 33141
PHONE 305-455-9434 FAX 305-455-9435

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AH-0001884
1157 KANE CONCOURSE, SUITE 150
BAY HARBOR ISLANDS, FLORIDA 33154
PH (305) 888-3883
FAX (305) 888-3850
E-MAIL: INFO@FRANKELBENAYOUN.COM

BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

OWNER/DEVELOPER
BEAU RIVAGE LLC
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY

DRAWING TITLE	
CONTEXT PHOTOS	
SCALE	DATE
1/8" = 1'-0"	JUNE 3, 2014
SHEET NUMBER	
A-0.01	
PLOTTED	P&Z SUBMITTAL 06/03/14



PERSPECTIVE VIEW FROM NW



PERSPECTIVE VIEW FROM NE

HOLLAND ENGINEERING INC.
 civil engineers
 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
 (954)367-0371 (954)367-0372 Fax
 SUSAN C. HOLLAND, PE
 Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS, INC.
 LANDSCAPE ARCHITECTURE
 ROBERT PARSLEY A.S.L.A.
 401 N. W. 11 STREET SUITE 101
 FORT LAUDERDALE, FL 33304

FRANKEL BENAYOUN ARCHITECTS INC.
 ARCHITECTS PLANNERS INTERIOR DESIGN
 LICENSE NO. AA-0001494
 1177 PINE CONDO-APT. SUITE 120
 BAY HARBOR ISLANDS, FLORIDA 33154
 PH (305) 969-7600
 FAX (305) 969-7600
 E-MAIL: INFO@FRANKELBENAYOUN.COM

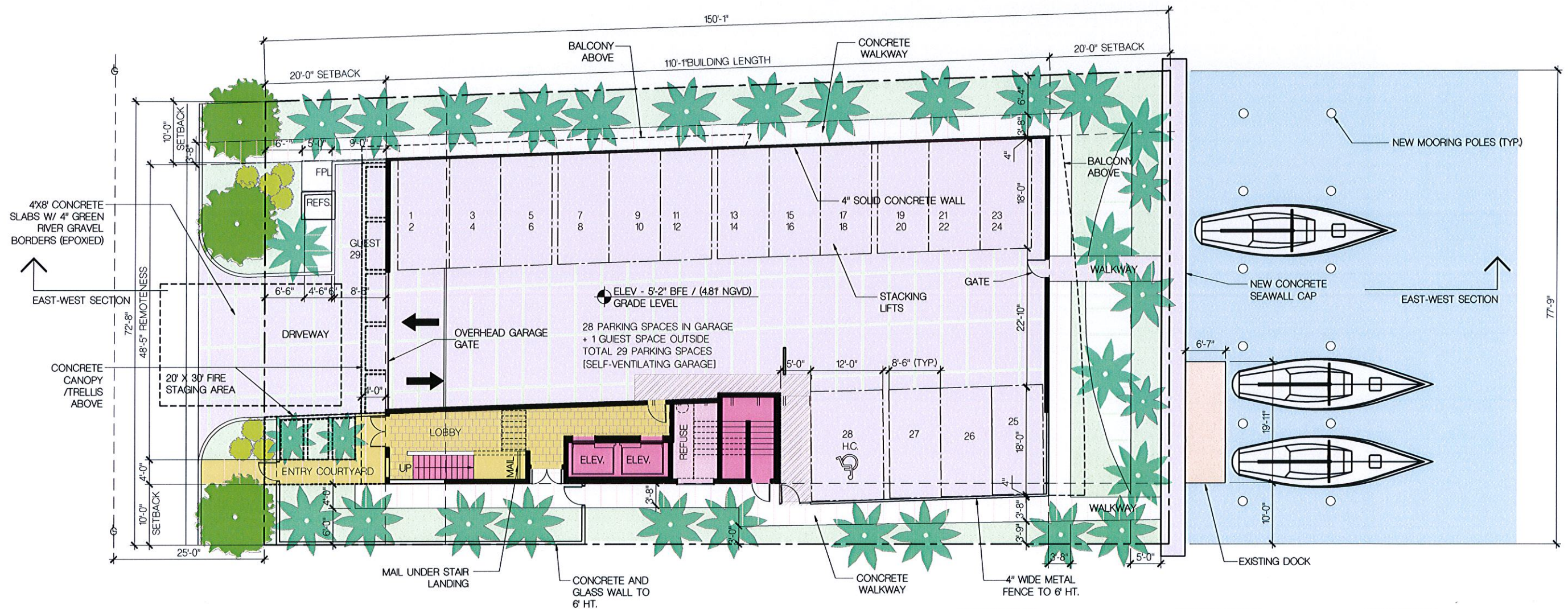
BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM
 9781 E. BAY HARBOR DRIVE
 BAY HARBOR ISLANDS, FLORIDA 33154

OWNER/DEVELOPER
BEAU RIVAGE LLC
 9781 E. BAY HARBOR DRIVE
 BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE _____
 DATE _____

NO.	REVISION	DATE	BY

DRAWING TITLE
RENDERING
 SCALE: 1/8" = 1' (JUNE 3, 2014)
 SHEET NUMBER
A-0.03
 PLOTTED: P&Z SUBMITTAL 06/03/14



HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

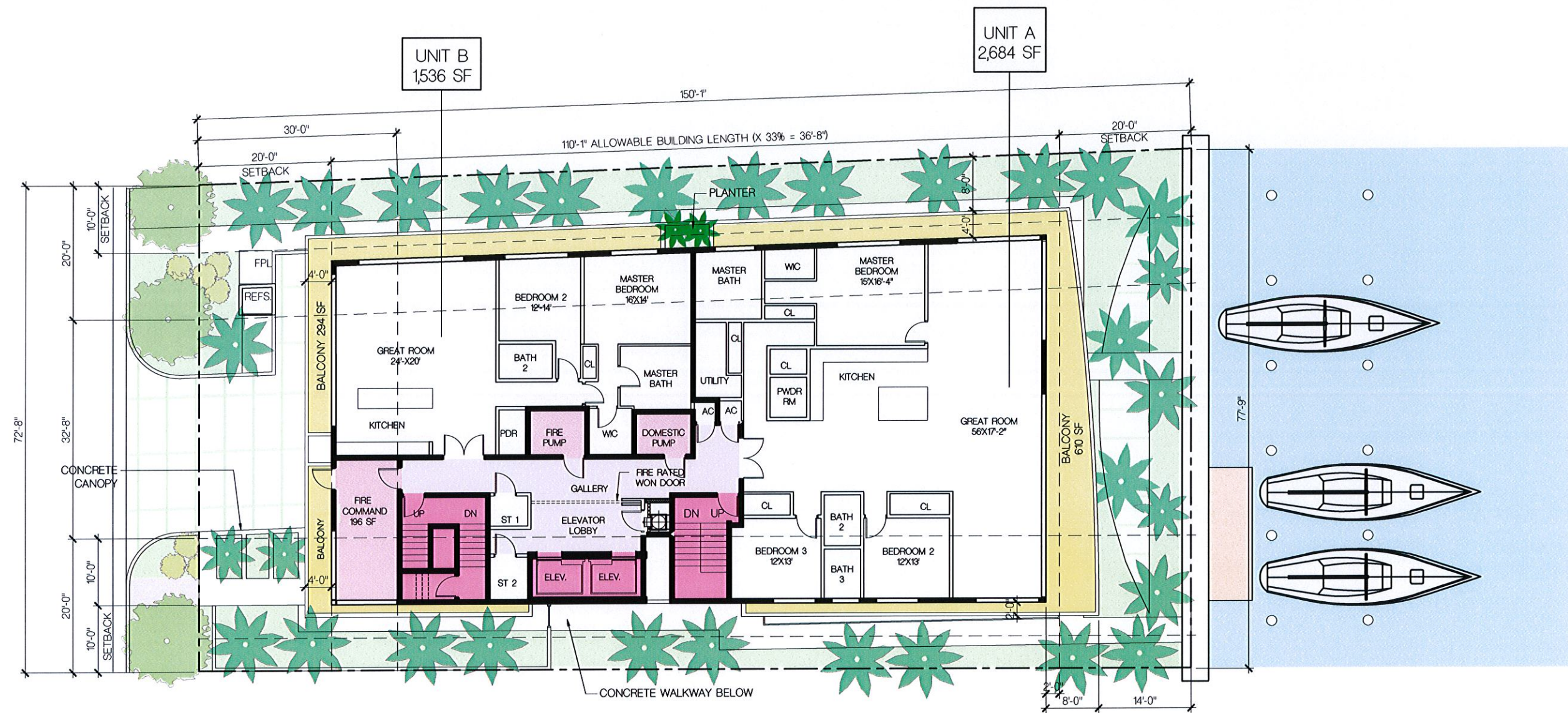
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY, A.S.L.A.
4800 E. 45 STREET, SUITE 100, FL 33141
TEL: 305-480-1000 FAX: 305-480-1001
E-MAIL: RPARSLEY@GEOMANTICDESIGNS.COM

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001484
1177 KANE CONDOURSE, SUITE 100
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 888-3883 FAX: (305) 888-3880
E-MAIL: INFO@FRANKELBENAYOUN.COM

**BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM**
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

BEAU RIVAGE LLC
OWNER/DEVELOPER
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY	DRAWING TITLE
				LEVEL ONE FLOOR PLAN
				SCALE DATE JUNE 3, 2014
				SHEET NUMBER A-1.01
				PLOTTED P&Z SUBMITTAL 06/03/14



LEVEL 2 FLOOR PLAN [4,220 SF]
1/8" = 1'-0"

HOLLAND ENGINEERING INC.
3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT FARLEY A.S.A.
4801 N.W. 11 STREET, MIAMI, FL 33141
PHONE: 305-452-9438 FAX: 305-452-9431

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE: 001-00011894
1177 KANE CONCURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 888-3883
FAX: (305) 888-3850
E-MAIL: INFO@FRANKELBENAYOUN.COM

**BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM**
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

BEAU RIVAGE LLC
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

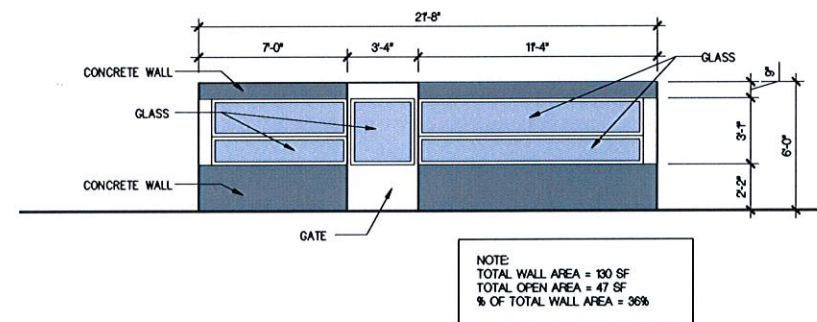
NO.	REVISION	DATE	BY	DRAWING TITLE
				LEVEL TWO FLOOR PLAN
				SCALE: DATE: JUNE 3, 2014
				SHEET NUMBER: A-1.02
				PLOTTED: P&Z SUBMITTAL 06/03/14


$$1/8'' = 1'-0''$$

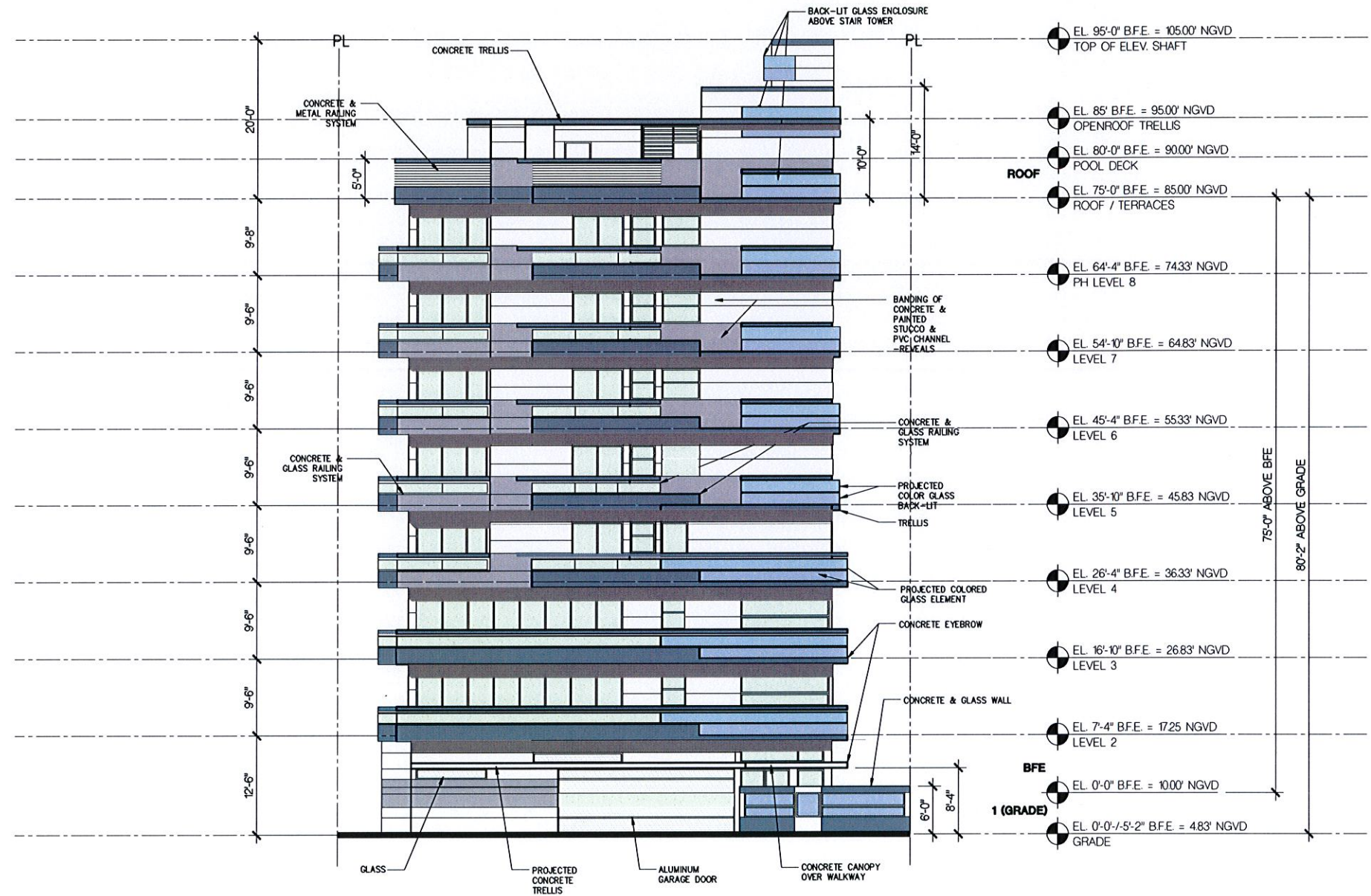
PRIVATE PH TERRACE	331 SF
COMMON AREA DECK	644 SF
POOL DECK	153 SF
TOTAL RECREATION DECK AREA	2,128 SF
REQUIRED LANDSCAPE = 15% OF TOTAL RECREATION DECK = 319 SF	
TOTAL LANDSCAPE AREA PROVIDED = 665 SF = 31%	

PRIVATE PH TERRACE	331 SF	/200	= 2 OCCUPANTS
COMMON AREA DECK	644 SF	/50	= 21 OCCUPANTS
POOL DECK	1153 SF	/30	= 38 OCCUPANTS
PRIVATE SPA	57 SF	/50	= 1 OCCUPANT
COMMON SPA	59 SF	/50	= 1 OCCUPANT
POOL	715 SF	/50	= 14 OCCUPANTS

TOTAL	77 OCCUPANTS
-------	--------------



CONCRETE & GLASS WALL ENCLOSURE DETAIL
1/4" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"

SEALED
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

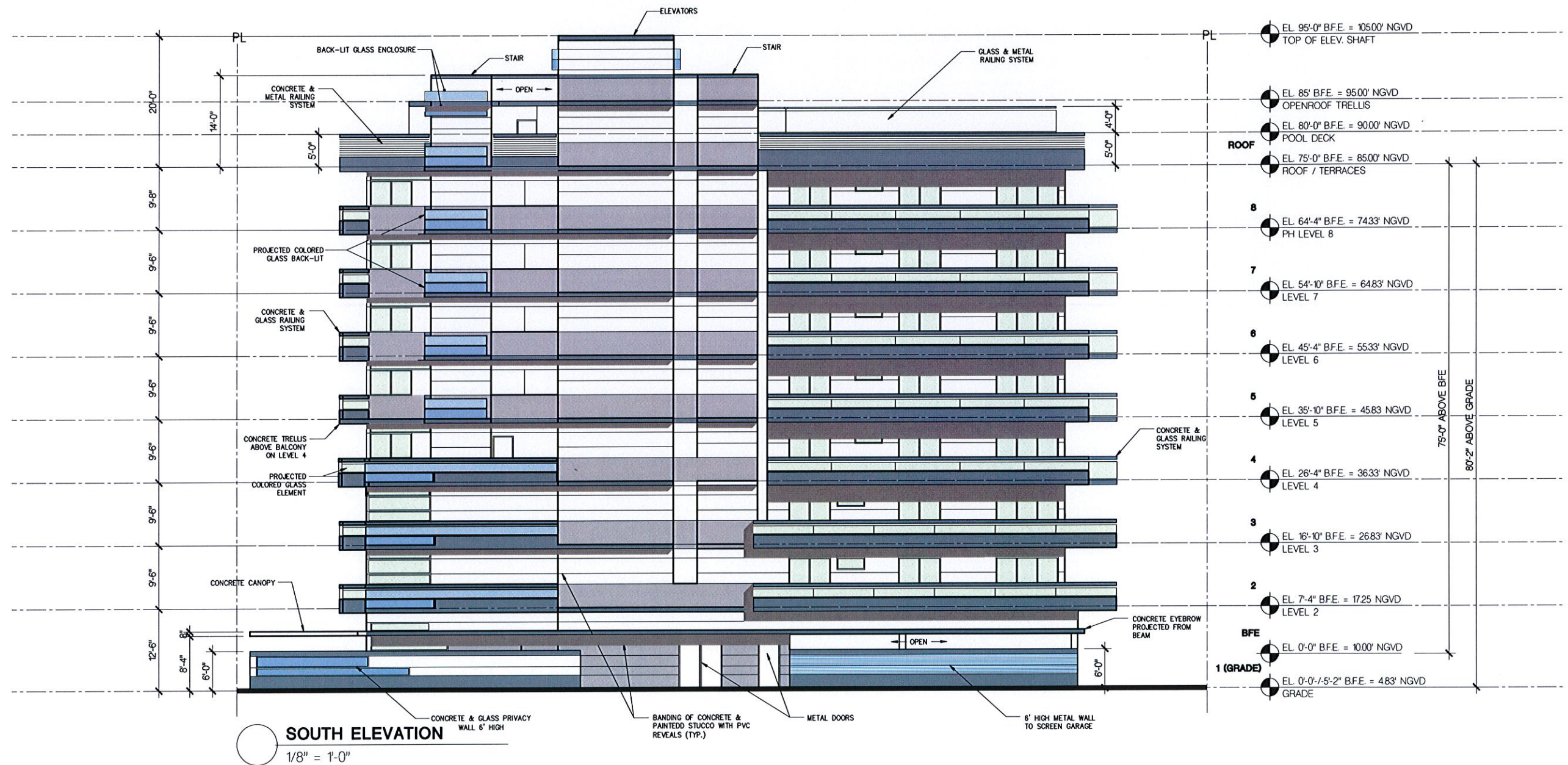
LANDSCAPE ARCHITECT
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECT/PLANNER
ROBERT PARSLEY A.S.L.A.
1001 N.W. 11 STREET SUITE 111
FORT LAUDERDALE, FL 33304
TEL: (954) 545-1450 FAX: (954) 545-1451

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001484
1177 KANE CONCOURSE, SUITE 150
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 848 3845
FAX: (305) 848 3840
E-MAIL: INFO@FRANKELBENAYOUN.COM

BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

OWNER/DEVELOPER
BEAU RIVAGE LLC
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY	DRAWING TITLE
				WEST ELEVATION
				SCALE DATE: JUNE 3, 2014
				SHEET NUMBER A-2.01
				PLOTTED P&Z SUBMITTAL 06/03/14



3500 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

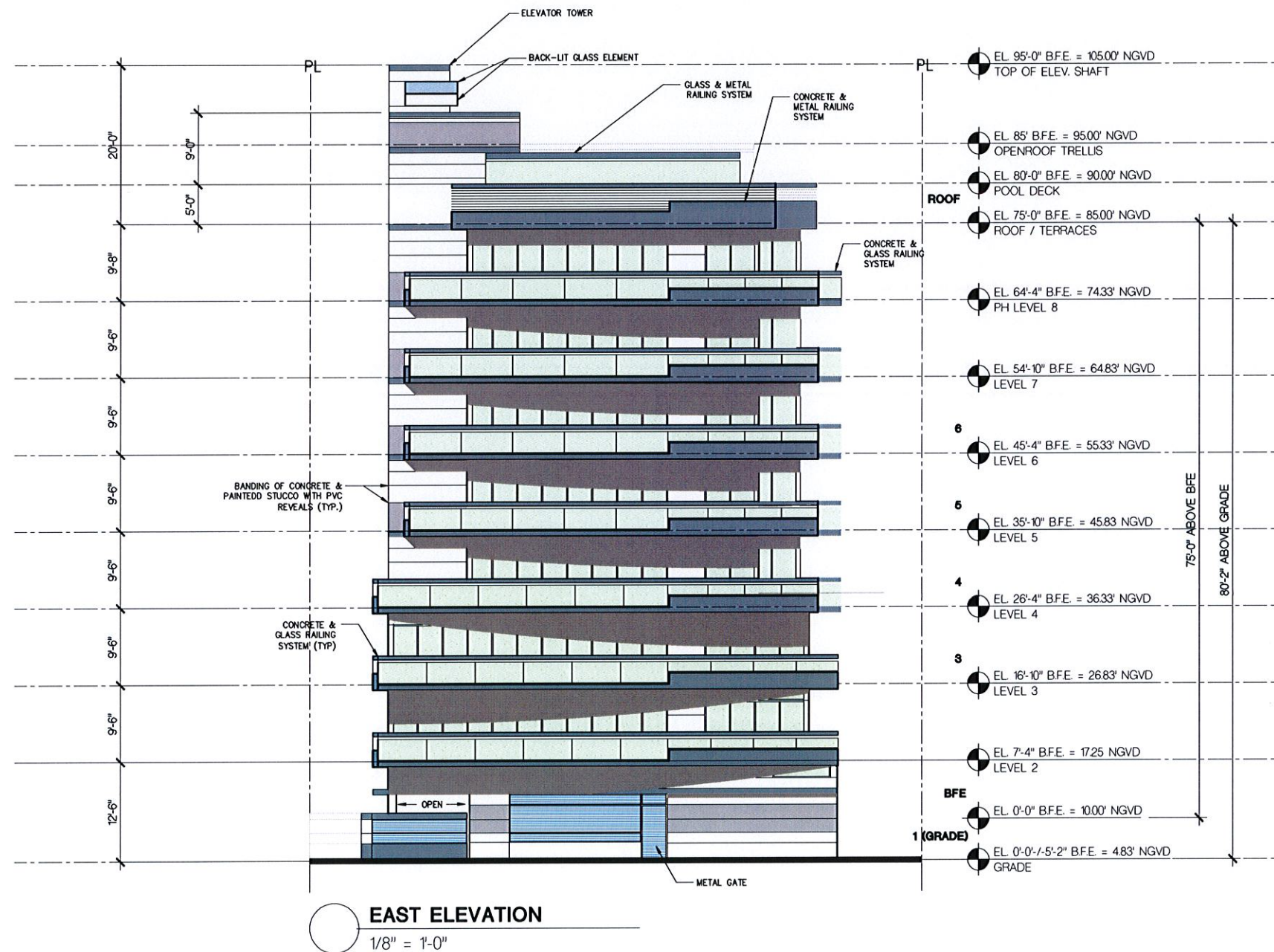
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARSLEY A.S.L.A.
1001 N. W. 11 STREET SUITE 1111
FORT LAUDERDALE, FL 33304
TEL: (954) 545-4444 FAX: (954) 545-4444

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-2001884
1177 N.W. 11 STREET, SUITE 120
FORT LAUDERDALE, FLORIDA 33314
PH: (305) 888-3885
FAX: (305) 888-3880
E-MAIL: INFO@FRANKELBENAYOUN.COM

BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

OWNER/DEVELOPER
BEAU RIVAGE LLC
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY	DRAWING TITLE
				SOUTH ELEVATION
				SCALE: DATE: JUNE 3, 2014
				SHEET NUMBER: A-2.02
				PLOTTED: P&Z SUBMITTAL 06/03/14



DA ENGINEER
HOLLAND ENGINEERING INC.
CIVIL ENGINEERS
3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

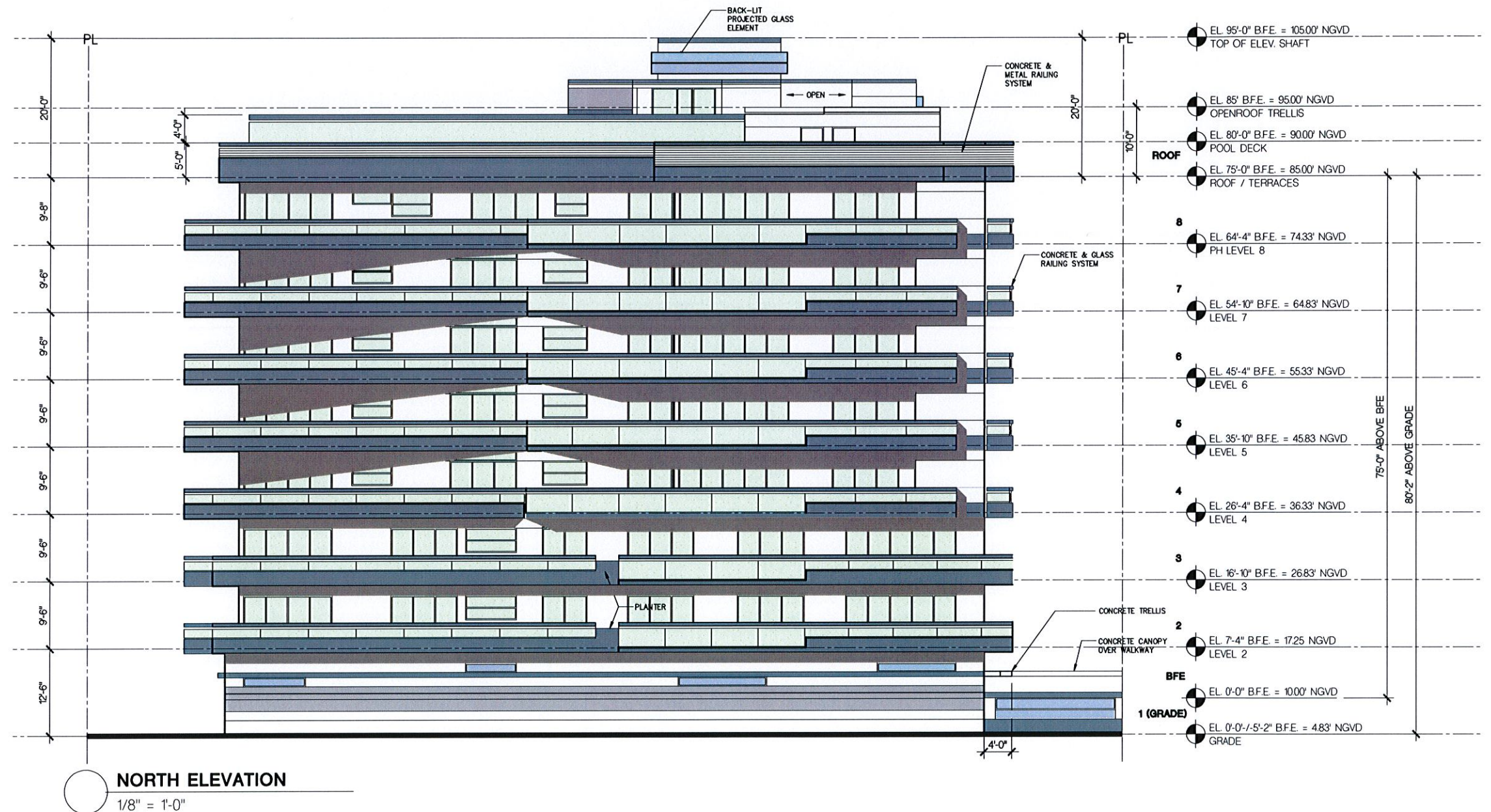
LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARSLEY A.S.L.A.
1000 S.W. 11 STREET - SUITE 101 - FORT LAUDERDALE, FL 33304
TEL: (954) 551-1111 FAX: (954) 551-1112

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001484
1177 KANE CONDOURSE, SUITE 100
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 884 3888
FAX: (305) 884 3888
E-MAIL: INFO@FRANKELBENAYOUN.COM

BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

OWNER/DEVELOPER
BEAU RIVAGE LLC
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY	DRAWING TITLE
1				EAST ELEVATION
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HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

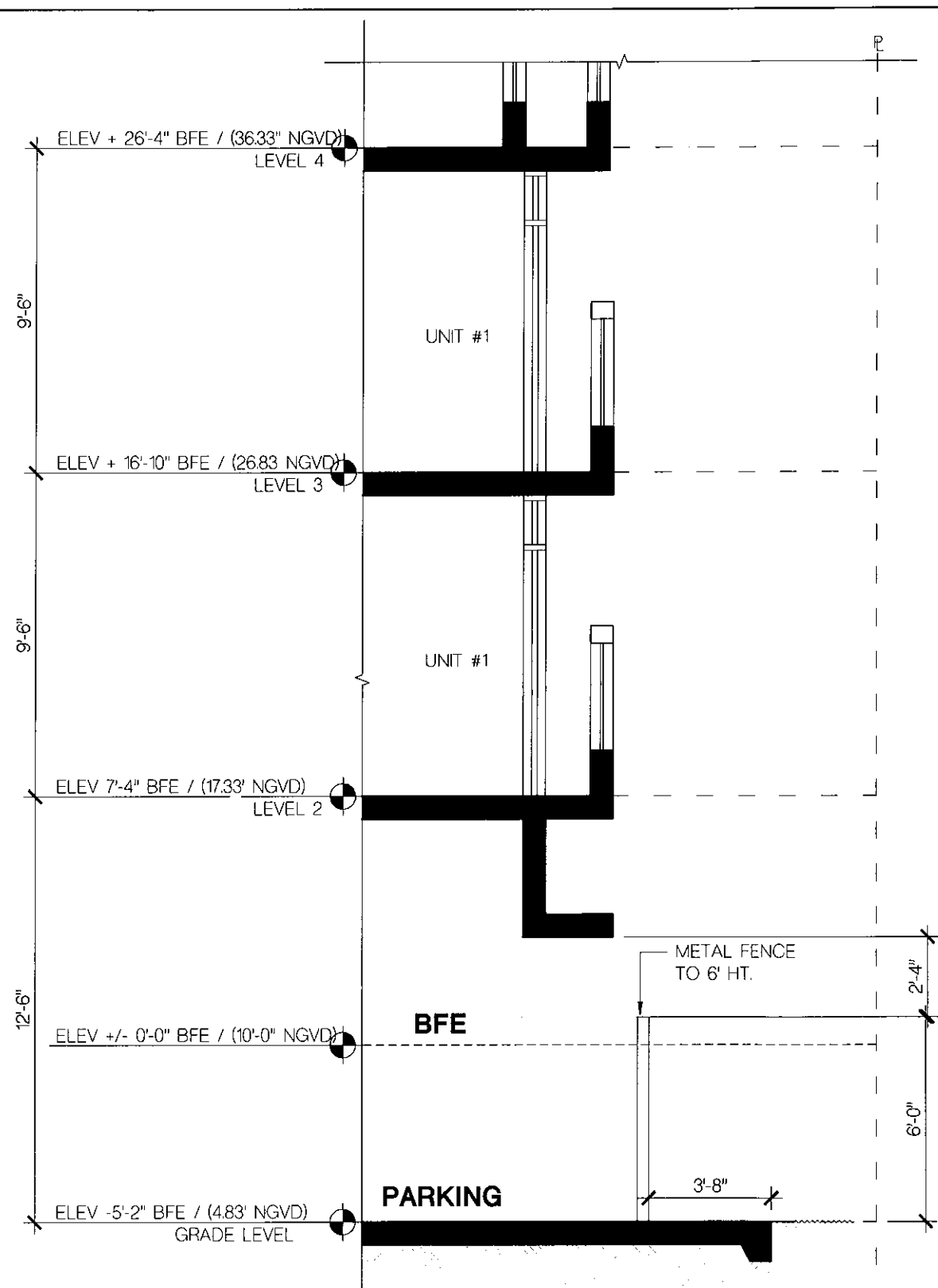
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4801 S.W. 11 STREET SUITE 101
MIAMI, FL 33141
PHONE: 305-442-7410 FAX: 305-442-7411

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. 1A-0001494
1777 KANE CONDORES, SUITE 100
BAY HARBOR ISLANDS, FLORIDA 33154
TEL: (305) 888-3862
FAX: (305) 888-3862
E-MAIL: INFO@FRANKELBENAYOUN.COM

BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

BEAU RIVAGE LLC
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY	DRAWING TITLE
				NORTH ELEVATION
				SCALE DATE JUNE 3, 2014
				SHEET NUMBER
				A-2.04
				PLOTTED P&Z SUBMITTAL 06/03/14



WALL SECTION
1/2" = 1'-0"

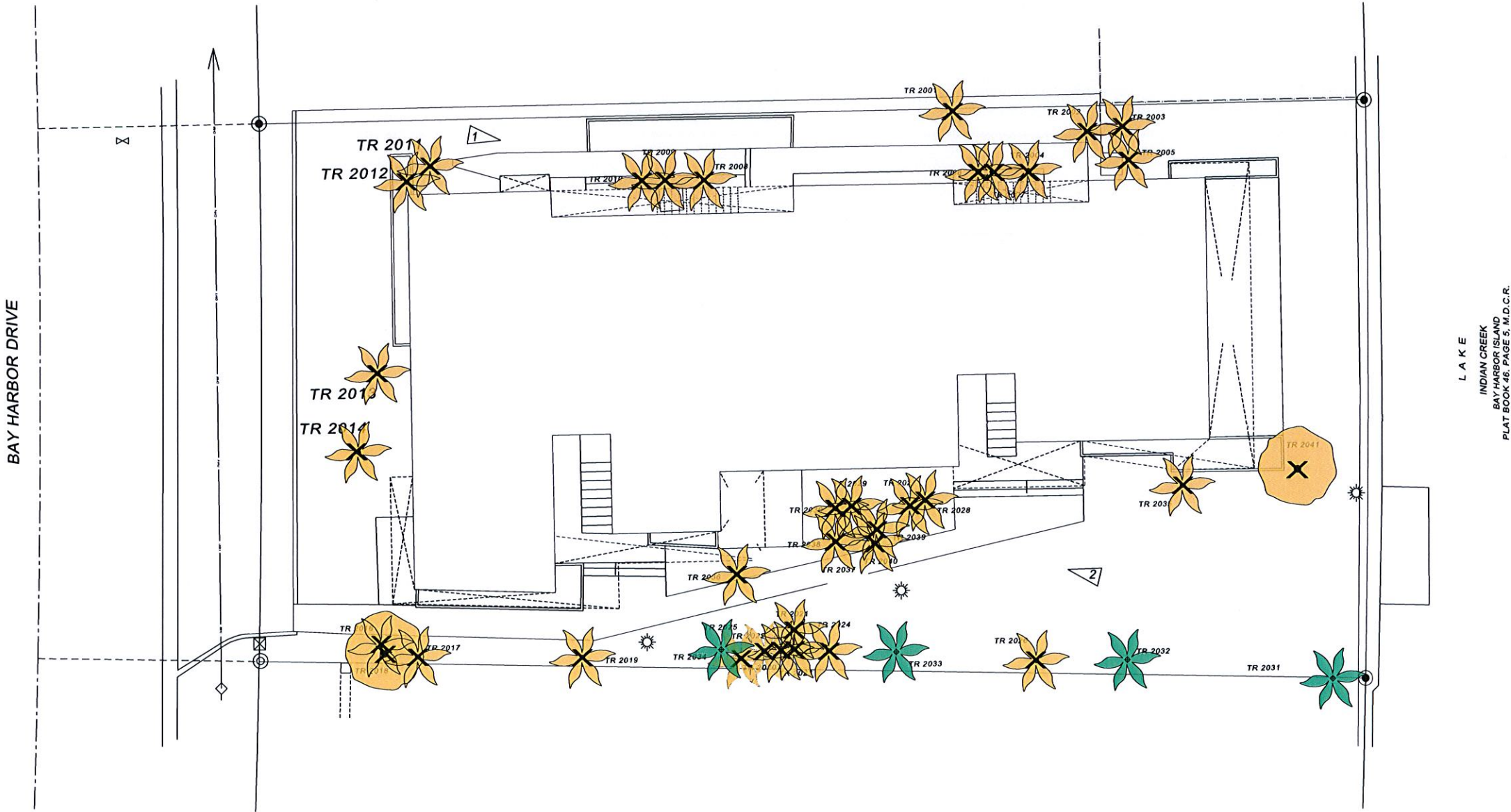
DL ENGINEER HOLLAND ENGINEERING INC. civil engineers 3800 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)267-0371 (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCHITECT GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 1600 W. 11 STREET MIAMI FL 33134 (784) 464-4444 FAX (784) 464-4444	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN 1500 W. 11 STREET MIAMI, FL 33134 1500 W. 11 STREET SUITE 120 BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 438-3333 FAX: (305) 438-3300 E-MAIL: AKB@FRANKELBENAYOUN.COM	BAY HARBOR RESIDENTIAL DEVELOPMENT BEAU RIVAGE CONDOMINIUM 9781 E. BAY HARBOR DRIVE BAY HARBOR ISLANDS, FLORIDA 33154	OWNER DEVELOPER BEAU RIVAGE LLC 9781 E BAY HARBOR DRIVE BAY HARBOR ISLANDS, FLORIDA 33154	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:10%;">NO.</th> <th style="width:20%;">REVISION</th> <th style="width:10%;">DATE</th> <th style="width:10%;">BY</th> <th style="width:50%;">DRAWING TITLE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td rowspan="4" style="text-align: center; vertical-align: middle;"> PARTIAL WALL SECTION SCALE DATE JUNE 3, 2014 SHEET NUMBER A-3.02 PLOTTED P&Z SUBMITTAL 06/03/14 </td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td colspan="4" style="text-align: right;">SIGNATURE DATE</td> <td> </td> </tr> </table>	NO.	REVISION	DATE	BY	DRAWING TITLE					PARTIAL WALL SECTION SCALE DATE JUNE 3, 2014 SHEET NUMBER A-3.02 PLOTTED P&Z SUBMITTAL 06/03/14													SIGNATURE DATE				
NO.	REVISION	DATE	BY	DRAWING TITLE																												
				PARTIAL WALL SECTION SCALE DATE JUNE 3, 2014 SHEET NUMBER A-3.02 PLOTTED P&Z SUBMITTAL 06/03/14																												
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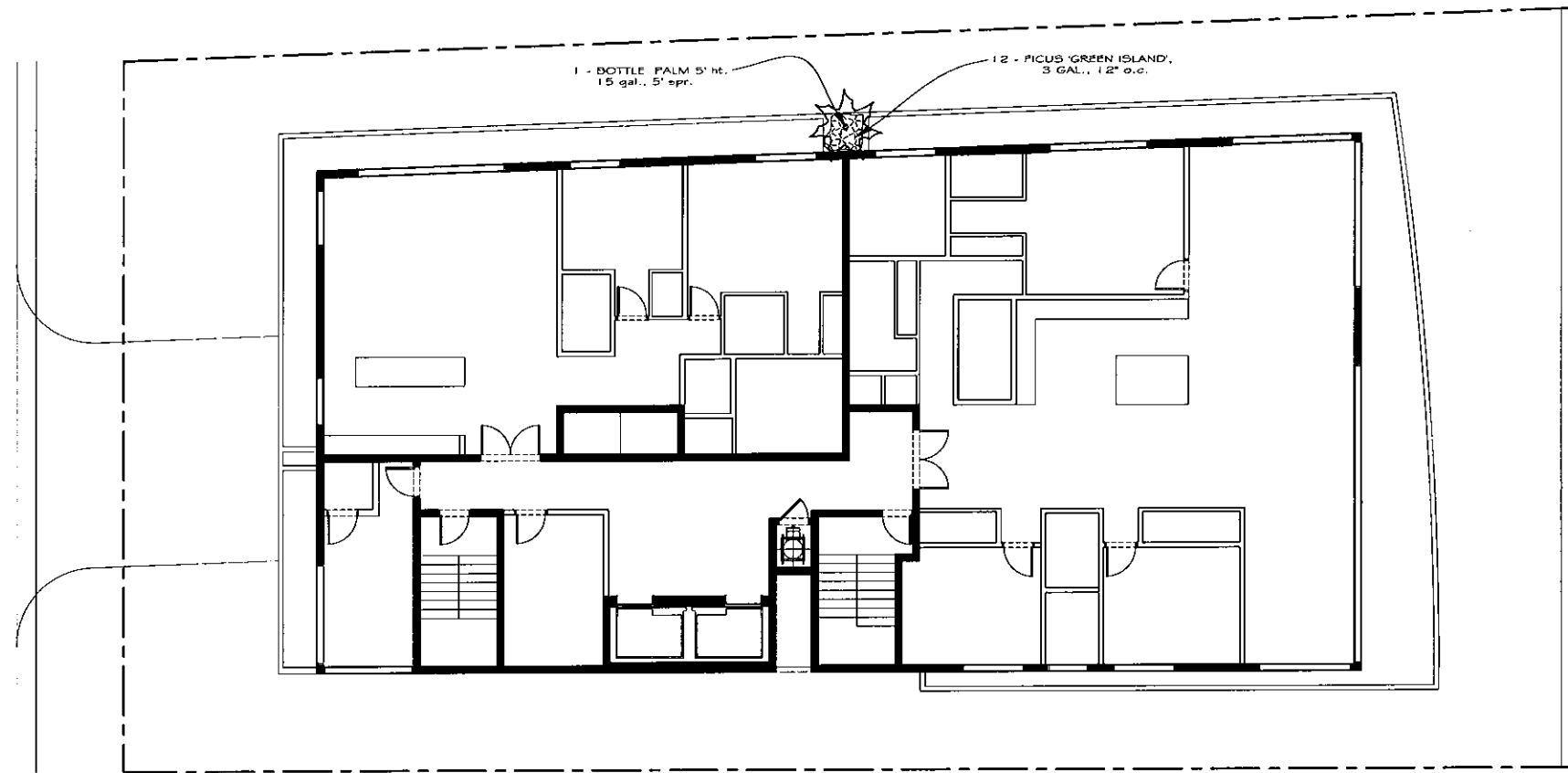
LEGEND



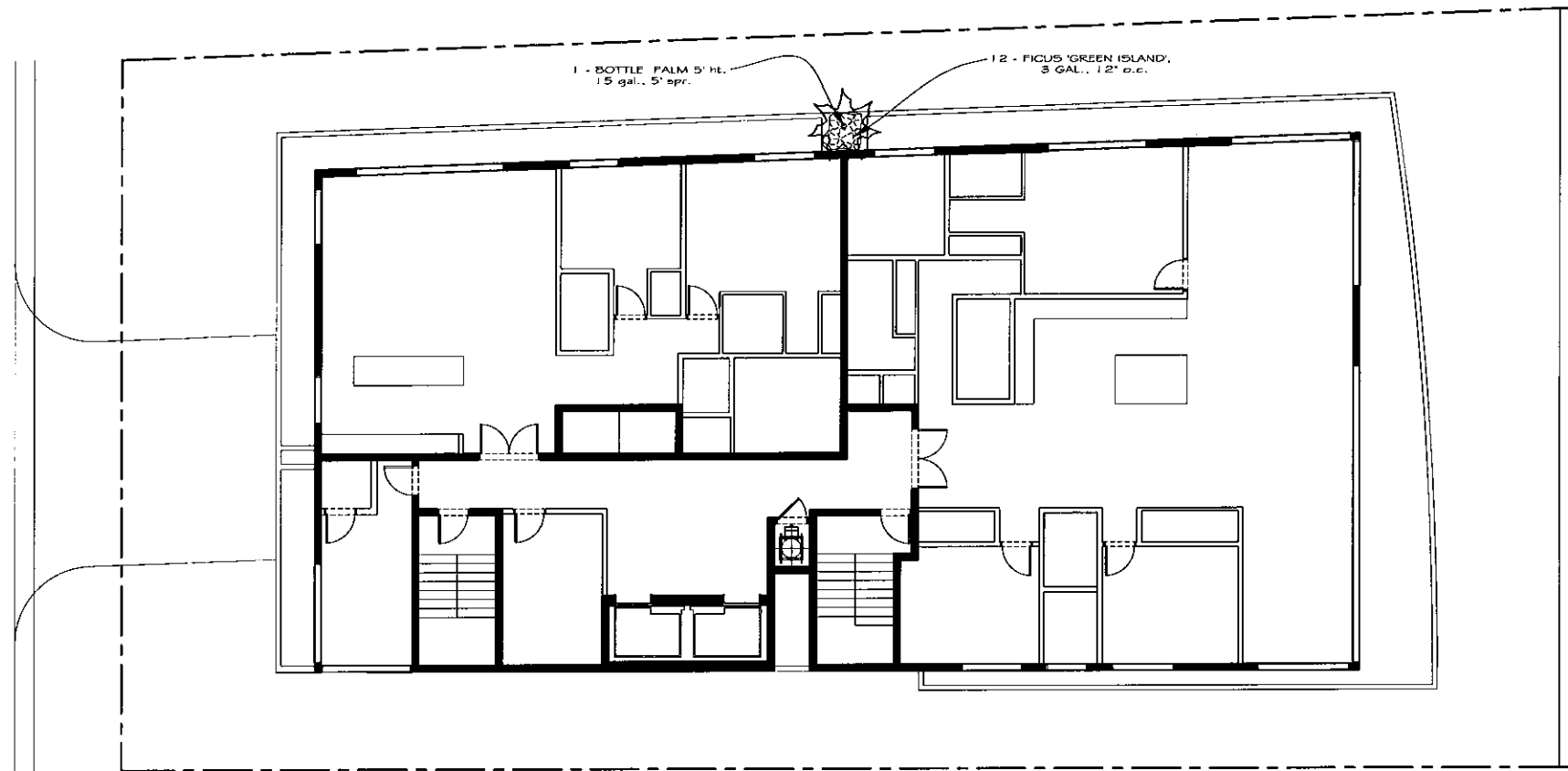
TREE TABLE

TREE NUMBER	TREE TYPE	DIAMETER AT BREAST HEIGHT	CANOPY DIAMETER	TOTAL HEIGHT	CLEARWOOD	DISPOSITION	REASON
2001	COCONUT PALM	8"		30'	8'	REMOVE	CONSTRUCTION
2002-2012	TRAVELER PALM	6"		18'	10'	REMOVE	CONSTRUCTION
2013	CHINESE FAN PALM	12"		15'	5'	REMOVE	CONSTRUCTION
2014	DWARF PALM	8"		12'	4'	REMOVE	CONSTRUCTION
2016-2017	ALEXANDER PALM	4"		20'	15'	REMOVE	CONSTRUCTION
2018	FICUS	4"	10'	15'		REMOVE	CONSTRUCTION
2019-2030	ALEXANDER PALM	4"		20'	12'	REMOVE	CONSTRUCTION
2031-2034	COCONUT PALM	10"		30'	20'	RELOCATE	GOOD
2035	MEXICAN PALMETTO	10"		20'	12'	REMOVE	CONSTRUCTION
2036-2040	TRAVELER PALM	6"		18'	10'	REMOVE	CONSTRUCTION
2041	UNKNOWN	6"	8'	15'		REMOVE	CONSTRUCTION





DATE: 06/03/2024 HOLLAND ENGINEERING INC. civil engineers 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954) 367-0371 • (954) 367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCHITECT GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 4801 N.W. 117 STREET, SUITE 101 FORT LAUDERDALE, FL 33309	STRUCTURAL ENGINEER	MECHANICAL ENGINEER	OWNER / DEVELOPER BEAU RIVAGE, LLC. 10205 COLLINS AVE., SUITE 808 BAY HARBOR ISLANDS, FL 33154	BAY HARBOR RESIDENTIAL DEVELOPMENT BEAU RIVAGE CONDOMINIUM 9781 E. BAY HARBOR DRIVE BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS 1555 N.W. 117 STREET, SUITE 101 BAY HARBOR ISLANDS, FLORIDA 33154 PH: (954) 367-0371 FAX: (954) 367-0372 WWW.FRANKELBENAYOUN.COM	DATE: 06/03/2024	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISION	DATE	BY																																	DRAWING TITLE 2nd FLOOR PLANTING PLAN SCALE: 1/8" = 1'-0" DATE: JUNE 3, 2024 SHEET NUMBER L - 2 NOTED: P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																																										



DAE ENGINEER
HOLLAND ENGINEERING INC.
civil engineers
 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
 (954)367-0371 • (954)367-0372 Fax
 SUSAN C. HOLLAND, PE
 Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
 ROBERT PARKLEY A.S.A.
 1401 W. 11 STREET DEALB BE 1184
 MIAMI BEACH, FL 33134

STRUCTURAL ENGINEER
 (blank)

MECHANICAL ENGINEER
 (blank)

OWNER / DEVELOPER
BEAU RIVAGE, LLC.
 10205 COLLINS AVE., SUITE 808
 BAY HARBOR ISLANDS, FL 33154

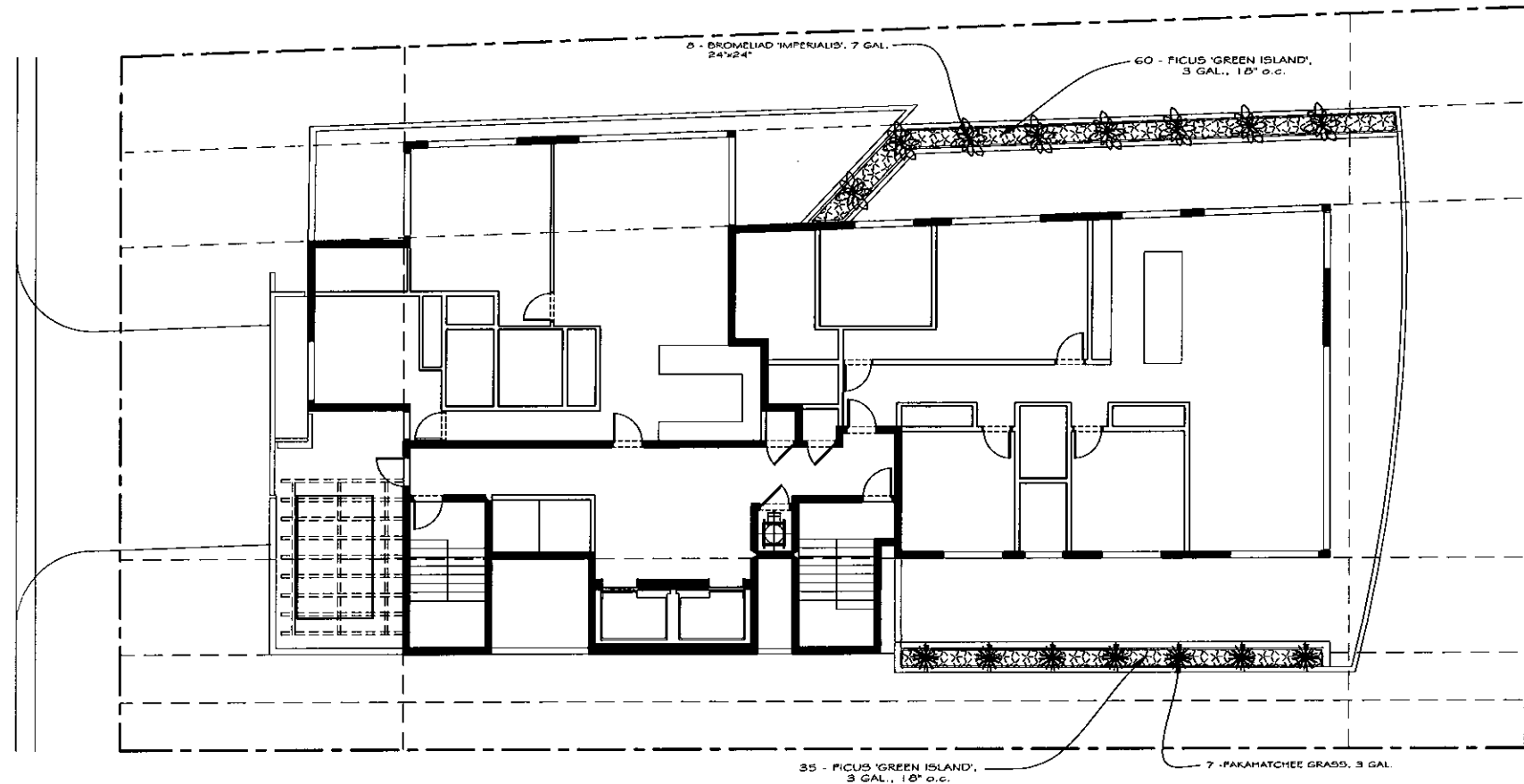
BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM
 9781 E. BAY HARBOR DRIVE
 BAY HARBOR ISLANDS, FLORIDA 33154

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS DESIGNERS
 LICENSE NO. 00011234
 1171 ROAD CONDOMINIUM SUITE 110
 BAY HARBOR ISLANDS, FLORIDA 33154
 PH: (305) 886-2745
 FAX: (305) 886-2820
 E-MAIL: INFO@FRANKELBENAYOUN.COM

SIGNATURE
 DATE

NO.	REVISION	DATE	BY

PROJECT TITLE
3rd FLOOR PLANTING PLAN
 SCALE 1/8" = 1'-0" DATE JUNE 3, 2014
 SHEET NUMBER
L - 3
 PLOTTED P&Z BOARD SUBMITTAL



OK ENGINEER
HE HOLLAND ENGINEERING INC.
 civil engineers
 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
 (954)367-0371 • (954)367-0372 Fax
 SUSAN C. HOLLAND, PE
 Reg. no. 41831

LANDSCAPE ARCHITECT
 **GEOMANTIC DESIGNS, INC.**
 LANDSCAPE ARCHITECTURE
 ROBERT PARSLEY A.S.L.A.
 1001 W. 11 STREET SUITE 101
 FT. LAUDERDALE, FL 33304

STRUCTURAL ENGINEER

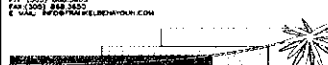
MECHANICAL ENGINEER

LANDSCAPE ARCHITECT

BEAU RIVAGE, LLC.
 10205 COLLINS AVE., SUITE 808
 BAY HARBOR ISLANDS, FL 33154

BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM
 9781 E. BAY HARBOR DRIVE
 BAY HARBOR ISLANDS, FLORIDA 33154

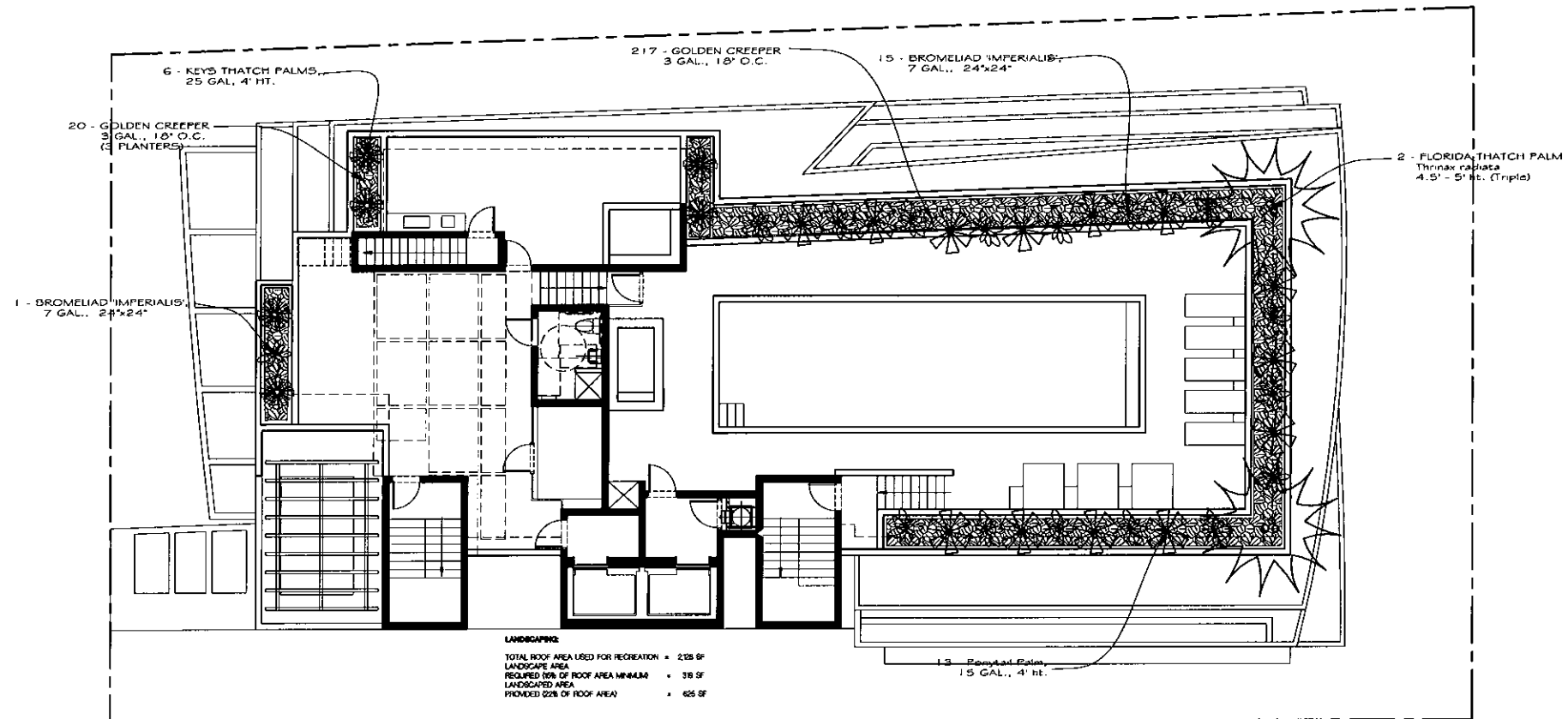
FRANKEL BENAYOUN
ARCHITECTS INC.
 PLANNERS DESIGN
 LICENSE NO. 3446001484
 1177 N.W. OCEANVIEW BLVD. SUITE 100
 BAY HARBOR ISLANDS, FLORIDA 33154
 PH (305) 888-3445
 FAX (305) 888-3445
 E-MAIL: FRANKEL@FRANKELBENAYOUN.COM



SIGNATURE
 DATE

NO.	REVISION	DATE	BY

DRAWING TITLE
4th FLOOR PLANTING PLAN
 SCALE 1/8" = 1'-0" DATE JUNE 3 2014
 SHEET NUMBER
L - 4
 PLotted F&Z BOARD SUBMITTAL



04 ENGINEER
HE HOLLAND ENGINEERING INC.
Civil Engineers
2900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 4183

LANDSCAPE ARCHITECT
 **GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
440-210 N. 15 STREET - DEER BEACH FL 33441
754-965-5744 FAX 754-965-5745

STRUCTURAL ENGINEER

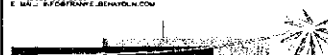
MECHANICAL ENGINEER

OWNER / DEVELOPER

BEAU RIVAGE, LLC.
10205 COLLINS AVE., SUITE 808
BAY HARBOR ISLANDS, FL 33154

**BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM**
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

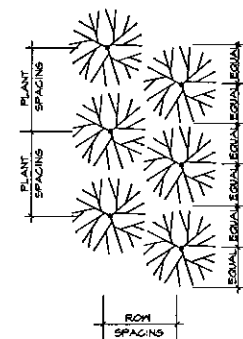
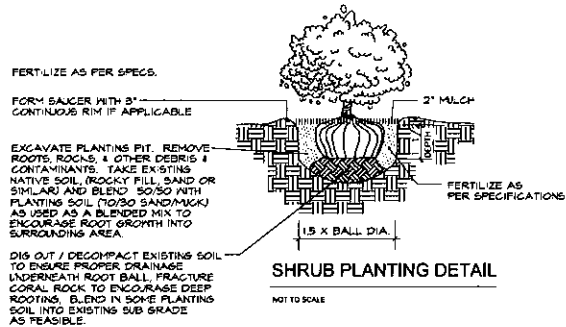
**FRANKEL BENAYOUN
ARCHITECTS INC.**
ARCHITECTS
10757 STATE ROAD 22, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 888-3361
FAX: (305) 888-3600
E-MAIL: INFO@FRANKELBENAYOUN.COM



SIGNATURE
DATE

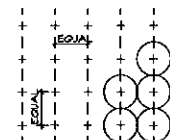
NO.	REVISION	DATE	BY

DRAWING TITLE
**ROOF- POOL AREA
PLANTING PLAN**
SCALE: 1/8" = 1'-0" DATE: JUNE 3, 2014
SHEET NUMBER
L - 5
PLOTTER: P&Z BOARD SUBMITTAL



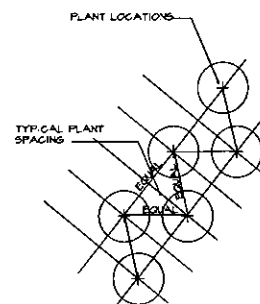
PLANT SPACING	ROW SPACING
12"	10.4"
18"	15.6"
24"	20.8"
30"	26.0"
36"	31.2"
48"	41.6"
60"	52.0"

NOTE:
IN MOST CASES TRIANGULAR SPACING IS PREFERRED. USE SQUARE SPACING ONLY IN SMALL RECTILINEAR AREAS.



TYPICAL PLANT SPACING

SQUARE SPACING PLAN



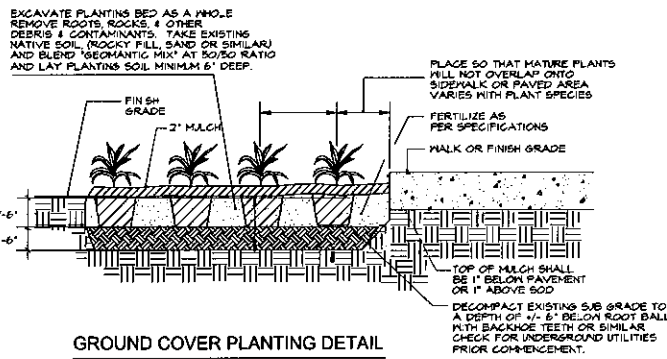
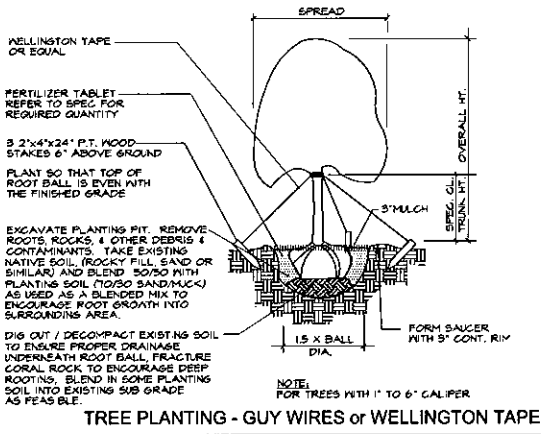
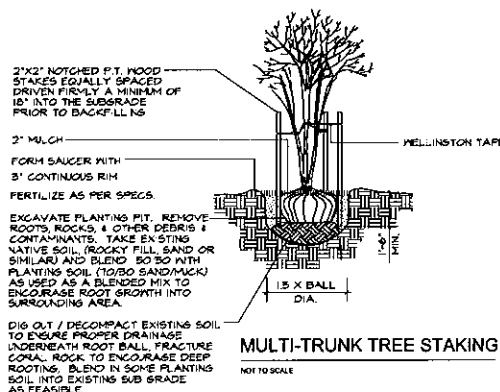
TRIANGULAR SPACING PLAN

PLANTING SPECIFICATIONS AND WARRANTIES

- The demolition of existing plant material must be marked with spray paint by Landscape Architect (L.A.)
- All trees and palms to be laid out by Landscape contractor in the field with stakes and spray paint. To be reviewed and approved by (L.A.)
- Plant list is for information only. If there are any discrepancies between "plant quantities" on plan versus "plant list," the plan will take priority. Please notify L.A. of any discrepancies.
- Only unit price installed planting bids based on Landscape Architect's planting plan and plant list will be accepted. Owner retains the right to remove portions of the work from the contract and / or create separate contracts for phasing of the project. Landscape Architect reserves the right to deny any and all bids when such rejections are in the best interest of the owner.
- All plant material must be Florida #1 or better, unless specified as "character" or with written approval from L.A.
- All planting beds must be free of surface rock over 1/2" diameter, prior to mulching.
- Planting beds should receive 6" of "Geomantic Mix" planting soil. See soil specification.
- Planting soil specification: Geomantic Mix (20% Florida Peat, 20% Compost, 20% Lake Wales Silica sand, 20% local "screening sand" or "beach sand" and 20% Cypress Shavings). Landscape contractor to submit sample to be approved by L.A.
- Fertilize all plants with Osmocote "Sierra Blend" 10-7-10; 1/2 hand full for 1 - 3 gallons, 1 hand full for 1-20 gallon, and 4 hand full for 20 - 30" of Eucalyptus or Melaleuca mulch "Eco mulch". (No cypress or red color mulch)
- All sod areas laid with St. Augustine "Palmetto" to be hand raked prior to installing the sod.
- All sod areas to be top dressed with 2" of 80/20 Lake Wales silica sand/ Florida peat moss prior to sodding.
- All plant material, excluding sod, to be warranted as follows: Shrubs and Ground covers for 90 days, large shrubs (over 10 gal) and small palms for 180 days, and B&B material for 360 days provided that plant material is receiving proper maintenance provided by Landscape contractor.
- Note: Hattiches and other causes beyond the control of the Landscape contractor are not covered.
- All warranties to run concurrently beginning upon Landscape architect's final acceptance of the installation unless owner or general contractor (G.C.) requires construction phasing beyond control of the installer.
- Installer to notify Owner, G.C. and / or L.A. of any partial completion due to phasing.
- All materials stored on site are the property of the installer until accepted by owner. Owner is not responsible for theft, unless notified in writing prior to installation and security arrangement agreed to.
- Watering is the responsibility of the installer during the installation and until final acceptance.
- Landscape contractor is responsible for coordinating their work with irrigation contractor.
- Landscape contractor is responsible to ensure irrigation installation is properly progressing, and in the end adequate for good growth. The owner or G.C. must be notified in writing of any problems with irrigation phasing or performance.
- Any existing irrigation to be brought to a good functioning standard to ensure proper watering of new material.
- All landscape areas to be on an automatic sprinkler system, 100% coverage, 100% overlap, with rain sensor per city codes.
- Landscape contractor to exercise extreme care when digging and performing other work so not to damage any existing work such as underground and overhead utilities, (electrical, sewage, irrigation, plumbing) in the event of planting conflicts the L.A. or Owner's authorized representative to be notified to provide alternate locations of planting or utility / obstruction conflicts.
- Landscape contractor is responsible for immediate repair of any damage caused by their installation. Landscape contractor is responsible for working with the general contractor to assure that all contentious contents and other construction details are removed from all soils.
- In planting beds, particularly by buildings, Landscape contractor to excavate existing soils to a minimum depth of 12" and backfill with planting soil. In sod areas, Landscape contractor to decompact soil with back hoe teeth to a depth of 6" and add 2" of top soil for sodding.
- All circular pits to be excavated to vertical sides for all plants, except for hedges & planting beds. The diameter of these pits for trees and shrubs to be 1/3 larger than the diameter of the root ball.
- All Tree pits to have the soil removed in the amount of 1/3 larger than the root ball of the tree and replaced with approved specified soil.
- All Palm tree pits to have the soil removed in the amount of 1/3 larger than the root ball of the palm and replaced with clean yellow sand.
- All Tree & Palm pits to be excavated with a backhoe only. Absolutely no use of augers.

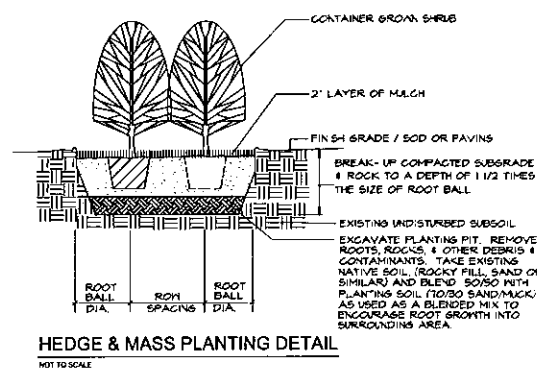
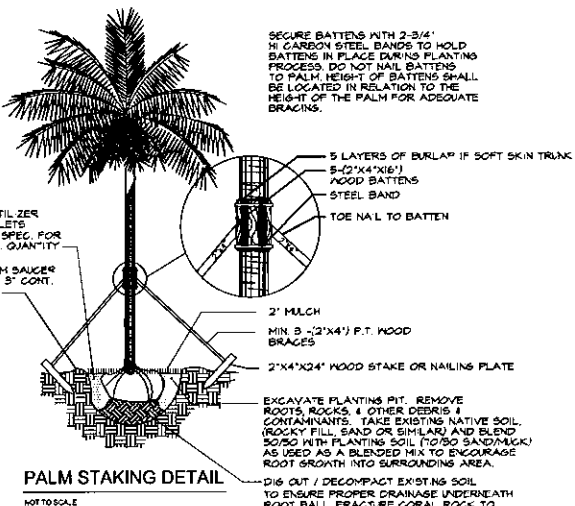
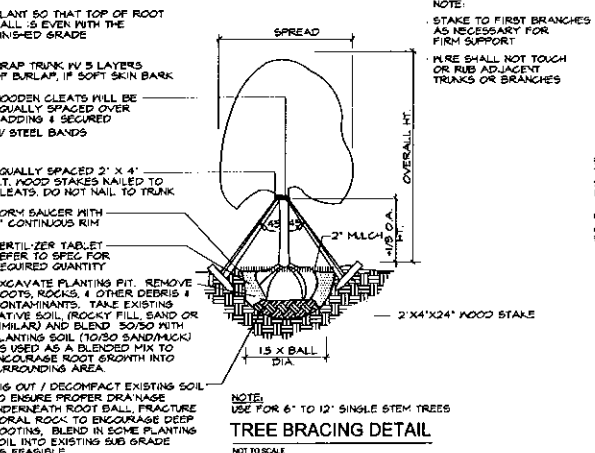
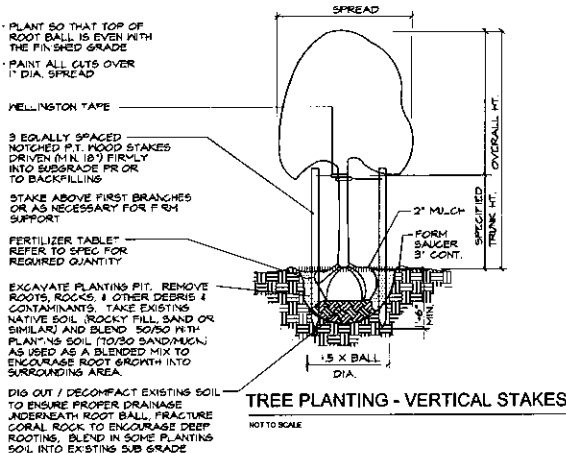
TRANSPLANTING SPECIFICATIONS

- Root prune all trees and palms to a minimum depth of 24" for the palms and 48" for the trees.
- Trim frayed roots with clippers close or stellar and leave clean cuts.
- Wrap balls with shrink wrap plastic, back filling with shredded peat moss, fill up voids between plastic & ball, covering all cut roots.
- Backfill with existing soil to hold plastic firmly against newly wrapped ball. Keep 2" deep trench exposed so as to touch root ball when re-planting.
- Water three times per week for next 2 months or until trees are ready to move.
- Harvest palms after 5 weeks minimum and trees after 8 to 10 weeks depending on size. Consult with L.A. prior to moving on schedule.
- Re-dig holes well outside the plastic plant wrap being careful not to disturb or tear, preserving root ball, re-wrap if needed for transplanting.
- When digging trees, break off large pieces of existing coral rock, 1/4 - 3/8" deep as feasible, by under cutting ball. Do Not Peel Ball off Rock. If necessary the horizontal chipping or drilling may be required to break off specimen Oak ball at a minimum 30" depth.
- Replant transplanted trees and palms at correct height in new location keeping original ball top exposed.
- Properly wrap and hook-up trees and palms to lifting equipment in such a way as to not tear cambium layer and excessively disfigure appearance.
- Plants that are not properly lifted and die due to girdling, compression or excessive damage to the cambium layer will be charged to the G.C. and sub-contractor at a rate of \$500 per caliper inch.
- Remove plastic, backfill with 50% existing soil blended with 50% planting soil plus 1/4 bale of Canadian peat moss for palms and 1/2 bale for trees.
- Backfill sink place in Agriform fertilizer tablets per recommendations, braces, and trim broken branches and fronds as needed. Brace per specification.
- Water daily for duration of overall job will be required. Having bubblers as part of automatic irrigation system for post construction can supplement additional watering, but are not a substitution.



CALIPER	TIES	STRANDS	STAKES
1" - 1 1/2"	2	1 # 12	2 - 2 x 2
1 1/2" - 2"	3	1 # 12	3 - 2 x 2
2" - 3"	3	2 # 12	2 - 2 x 2
3" - 6"	3	2 # 12	3 - 2 x 2

CALIPER	CLEATS	STRAPS	BRACES	NAILS
4" - 6"	2 x 4 x 8"	1 # 12	3 - 2 x 4	2 - 16d
6" - 10"	2 x 4 x 12"	1 # 12	3 - 2 x 4	3 - 16d
10" - 16"	2 x 4 x 12"	2 # 12	4 - 2 x 4	3 - 16d



OWNER
HOLLAND ENGINEERING INC.
3500 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)387-0371 / (954)387-0372 fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

DESIGNER
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARSLEY A.S.L.A.
1001 W. FLORISSANT BLVD. SUITE 101
TALLAHASSEE, FL 32304

PROJECT NUMBER
BEAU RIVAGE, LLC.
10205 COLLINS AVE., SUITE 808
BAY HARBOR ISLANDS, FL 33154

DATE
BEAU RIVAGE, LLC.
10205 COLLINS AVE., SUITE 808
BAY HARBOR ISLANDS, FL 33154

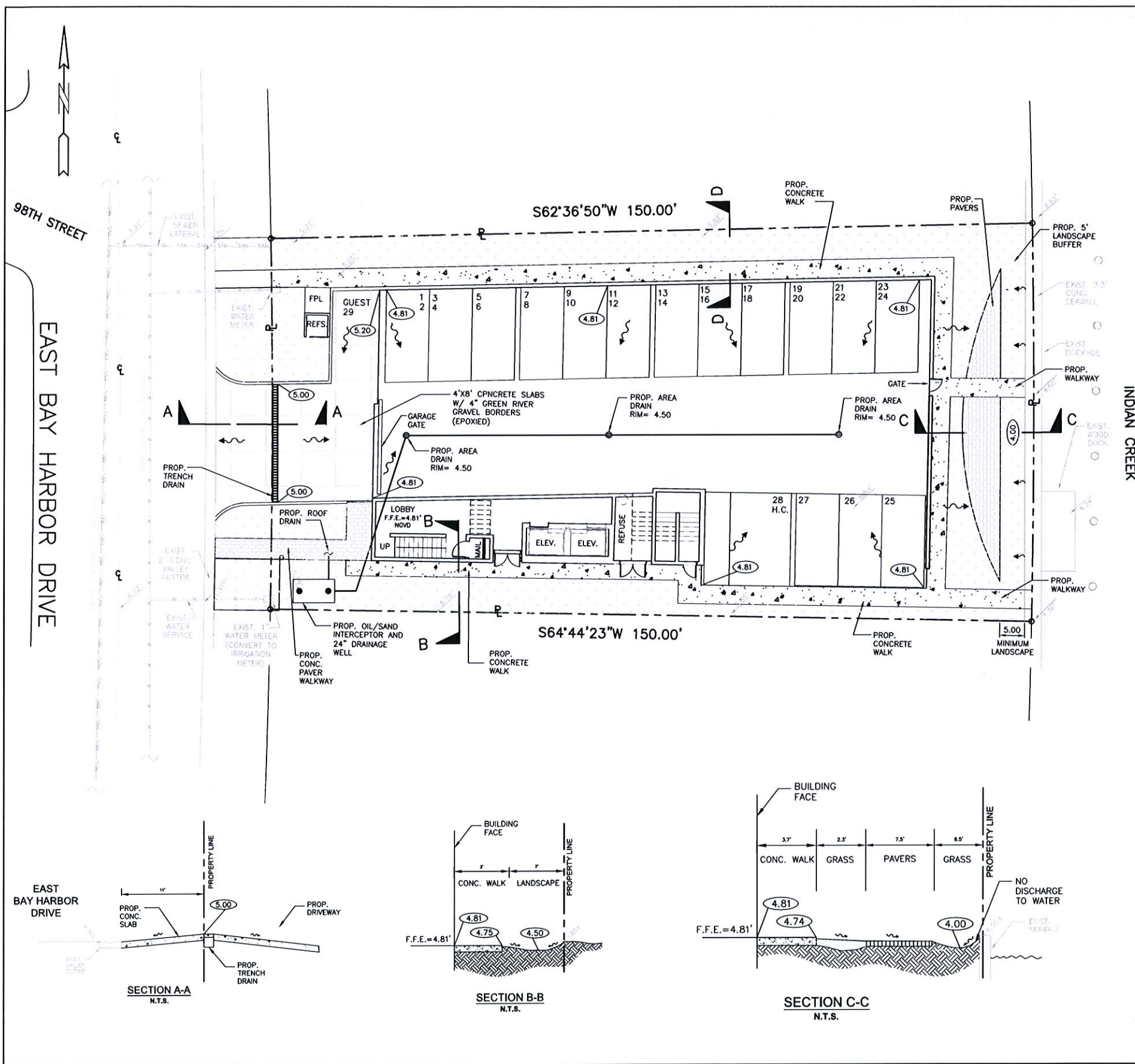
DATE
BEAU RIVAGE, LLC.
10205 COLLINS AVE., SUITE 808
BAY HARBOR ISLANDS, FL 33154

BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
1177 GAGE CIRCLE, SUITE 100
BAY HARBOR ISLANDS, FLORIDA 33154
TEL: (954) 387-0371
FAX: (954) 387-0372
WWW.FRANKELBENAYOUN.COM

NO.	REVISION	DATE	BY	DATE
1				
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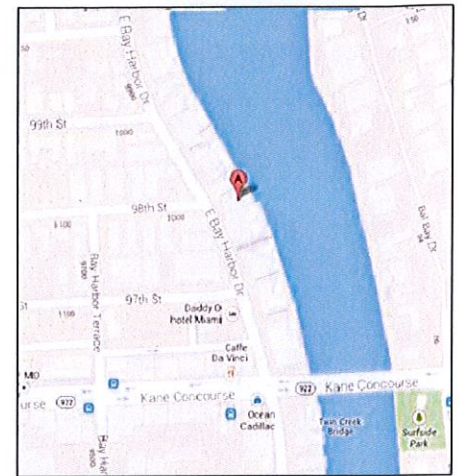
PLANTING DETAILS
SCALE: N.T.S. DATE: JUNE 3, 2014
SHEET NUMBER: L - 6
PROJECT: FAZ BOARD SUBMITTAL



THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

FLOOD ZONE: "AE" BASE FLOOD ELEVATION = 9.00
SITE ELEVATIONS ARE REFERENCED TO NGVD 1929

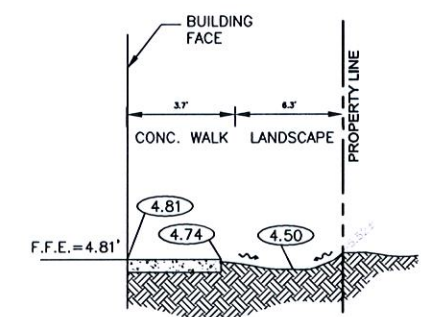
- NOTES:
1. EXISTING CURB & GUTTER TO BE REPLACED WHERE CRACKED OR DAMAGED.
 2. EXISTING OVERHEAD POWER LINES TO BE REMOVED AND INSTALLED UNDERGROUND. GENERAL CONTRACTOR TO PROVIDE SEPARATE LINE ITEM FOR BID.
 3. MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
 4. MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
 5. CONNECT ALL ROOF DRAINS TO DRAINAGE WELL #2.
 6. CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE, IRRIGATION PIPES AND STRUCTURAL FOUNDATION.
 7. ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED TO NGVD 1929.
 8. MAXIMUM SLOPE ON GARAGE RAMPS TO BE 20%.
 9. ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1 INCH/FT) SLOPE.
 10. REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS AND CONDENSATE LINES.
 11. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON CONCRETE PAVERS.
 12. FLOOD BARRIER TO BE PROVIDED AT ALL OPENINGS BELOW 9.0 FT NGVD.



LEGAL DESCRIPTION:
LOT 28, BLOCK 4 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 9 OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.
Property Address: 9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLAND, FLORIDA 33154
MIAMI-DADE COUNTY, FLORIDA
Tax Folio # 13-2227-046-0050

LEGEND

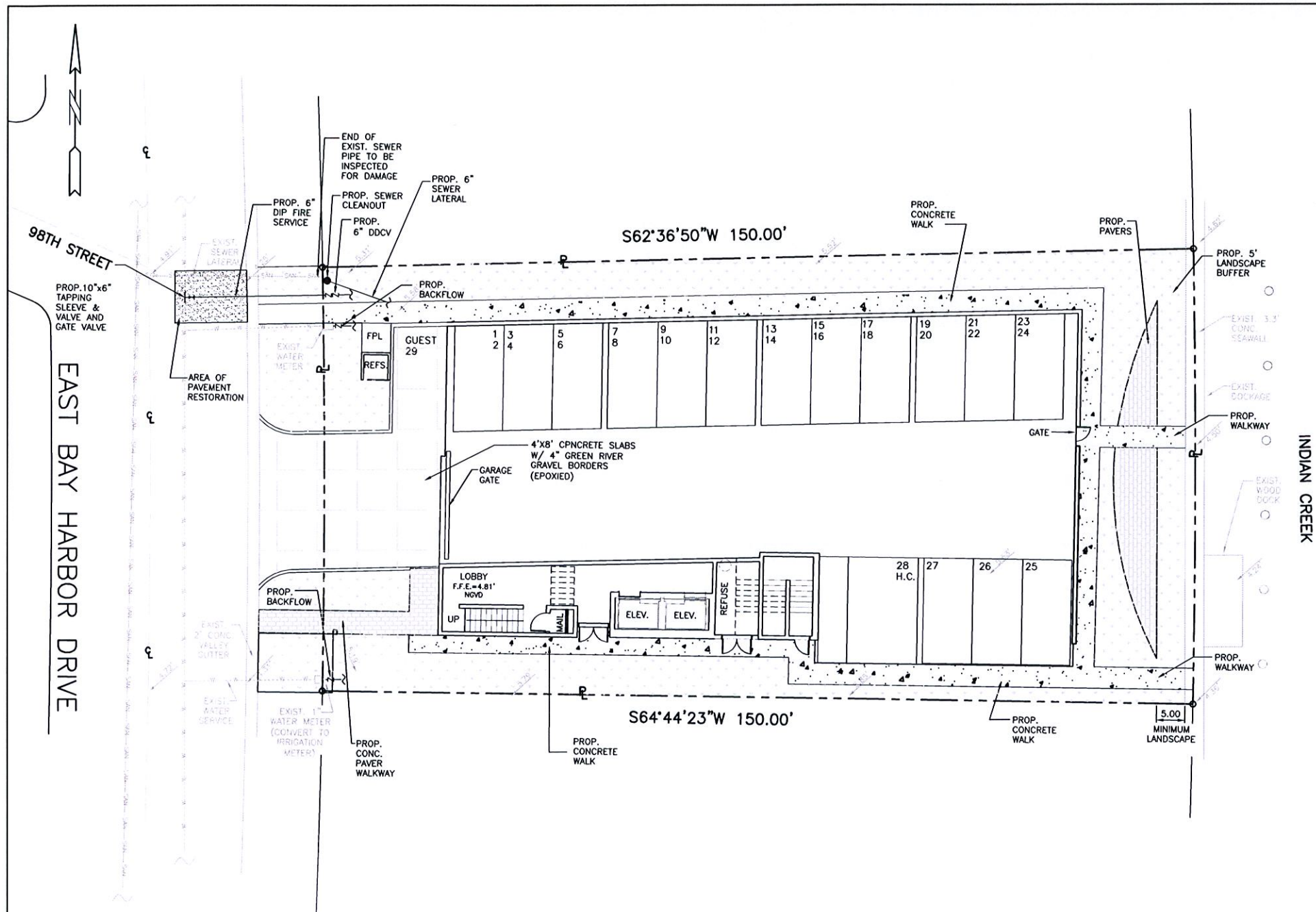
- PROPOSED ASTROTURF
- PROPOSED CONCRETE
- PROPOSED CONCRETE PAVERS
- PROPOSED GRASS PAVER
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING WATER



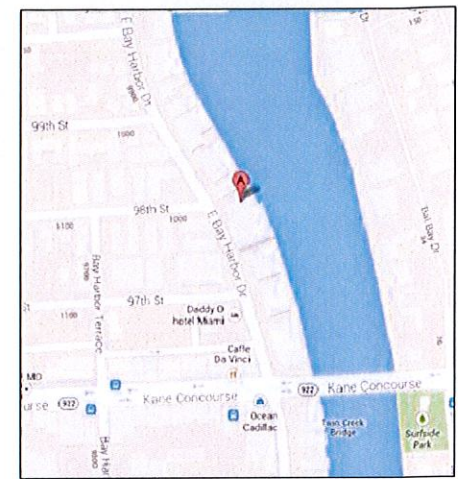
SECTION D-D
N.T.S.

PAVING, GRADING AND DRAINAGE PLAN
SCALE 1" = 10'-0"

LANDSCAPE ARCHITECT	MULTIDISCIPLINARY ARCHITECTURAL FIRM	CONTRACTOR	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIORS DESIGN 11300 W. BAYHURST BLVD., SUITE 100 BAY HARBOR ISLAND, FLORIDA 33154 TEL: (305) 888-3333 FAX: (305) 888-3333 E-MAIL: INFO@FRANKELBENAYOUN.COM	BAY HARBOR RESIDENTIAL DEVELOPMENT BEAU RIVAGE CONDOMINIUM 9781 E. BAY HARBOR DRIVE BAY HARBOR ISLAND, FLORIDA 33154	OWNER/DEVELOPER BEAU RIVAGE LLC	HOLLAND ENGINEERING INC. civil engineers 2000 W. BAYHURST BLVD., SUITE 100 - 2ND FLOOR BAY HARBOR ISLAND, FLORIDA 33154 SUSAN C. HOLLAND, P.E. Reg. No. 41831	NO. REVISIONS DATE BY DRAWING TITLE PAVING, GRADING AND DRAINAGE PLAN SCALE 1"=10' DATE MARCH 19, 2014 SHEET NUMBER C-1 PLOTED: P&Z BOARD SUBMITTAL 3-19-14
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LEGAL DESCRIPTION:
 LOT 28, BLOCK 4 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 5 OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.
 Property Address: 9781 EAST BAY HARBOR DRIVE
 BAY HARBOR ISLAND, FLORIDA 33154
 MIAMI-DADE COUNTY, FLORIDA
 Tax Folio # 13-2227-045-0050

- NOTES:**
1. REFER TO PLUMBING PLANS FOR COORDINATION WITH BUILDING WATER AND SEWER SERVICES.
 2. CONTRACTOR TO FIELD LOCATE EXISTING SEWER LATERALS AND CONFIRM DEPTH OF PIPE.
 3. CONTRACTOR TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND CONFIRM DEPTH PRIOR TO CONSTRUCTION.
 4. INSTALLATION OF ALL UTILITIES TO BE COORDINATED TO PREVENT PIPE CONFLICTS

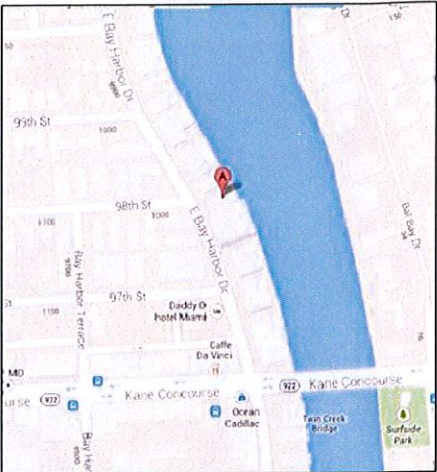
LEGEND

- PROPOSED ASTROTURF
- PROPOSED CONCRETE
- PROPOSED CONCRETE PAVERS
- PROPOSED GRASS PAVER
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING WATER

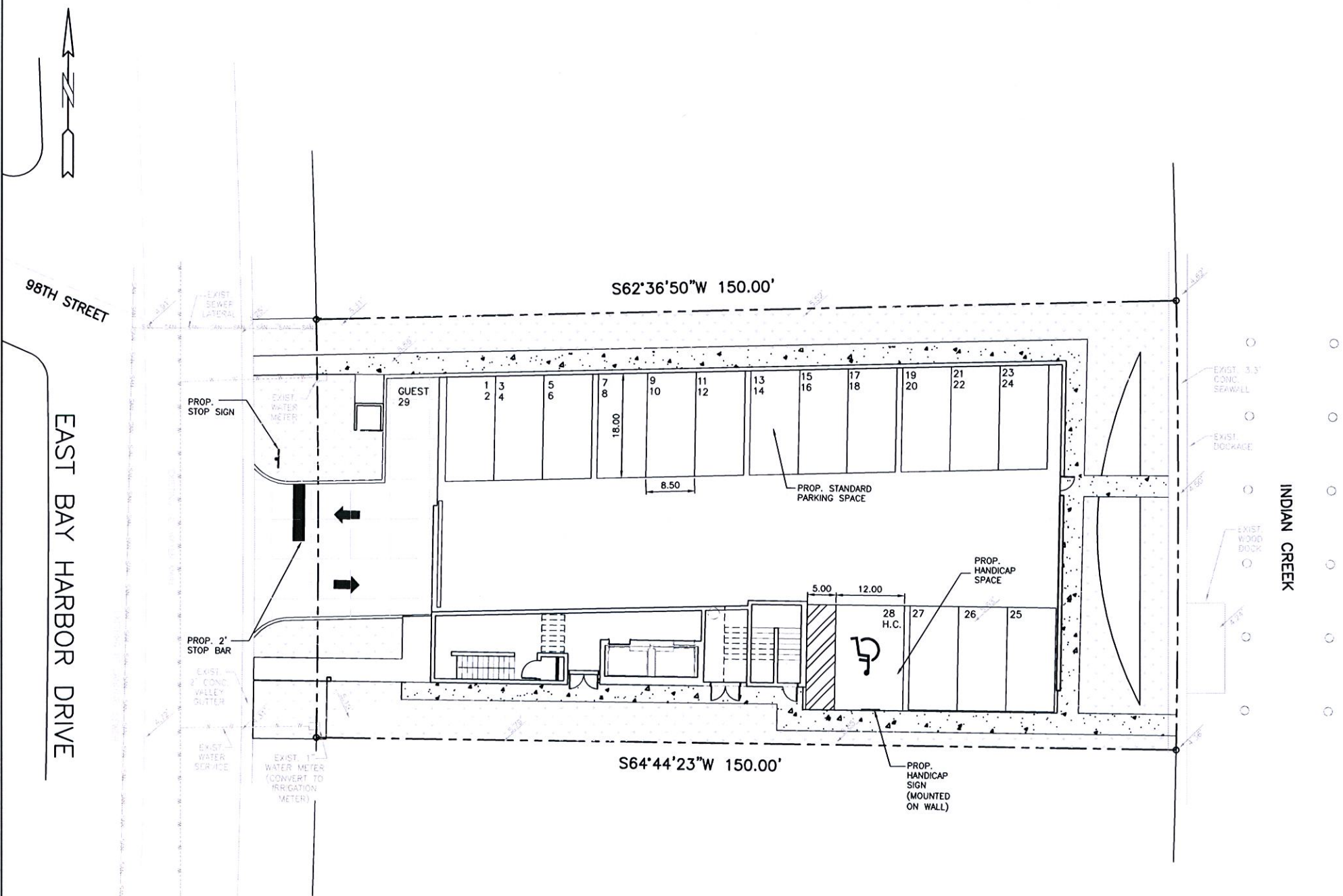
WATER AND SEWER PLAN
 SCALE 1" = 10'-0"

LANDSCAPE ARCHITECT	MECHANICAL ENGINEER & P. ENGINEER	CONTRACTOR	FRANKEL BENAYOUN ARCHITECTS INC ARCHITECTS INC 1777 N. MIAMI AVE. SUITE 1000 MIAMI, FLORIDA 33136 TEL: (305) 375-1100 FAX: (305) 375-1101 E-MAIL: INFO@FRANKELBENAYOUN.COM	BAY HARBOR RESIDENTIAL DEVELOPMENT BEAU RIVAGE CONDOMINIUM 9781 E. BAY HARBOR DRIVE BAY HARBOR ISLANDS, FLORIDA 33154	OWNER/DEVELOPER: BEAU RIVAGE LLC	HOLLAND ENGINEERING INC. CH E ENGINEERS 2000 N. MIAMI AVE. SUITE 1000 MIAMI, FLORIDA 33136 TEL: (305) 375-1100 FAX: (305) 375-1101 E-MAIL: INFO@HOLLANDENGINEERING.COM SUSAN C. HOLLAND, PE Reg. No. 41831	NO. _____ REVISION _____ DATE _____ BY _____ DRAWING TITLE WATER AND SEWER PLAN SCALE 1" = 10'-0" DATE: MARCH 19, 2014 C-2 SEE E&Z BOARD SUBMITTAL 3-19-14
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THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.



LEGAL DESCRIPTION:
LOT 28, BLOCK 4 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGE 5 OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.
Property Address: 9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLAND, FLORIDA 33154
MIAMI-DADE COUNTY, FLORIDA
Tax Folio # 13-2227-048-0050



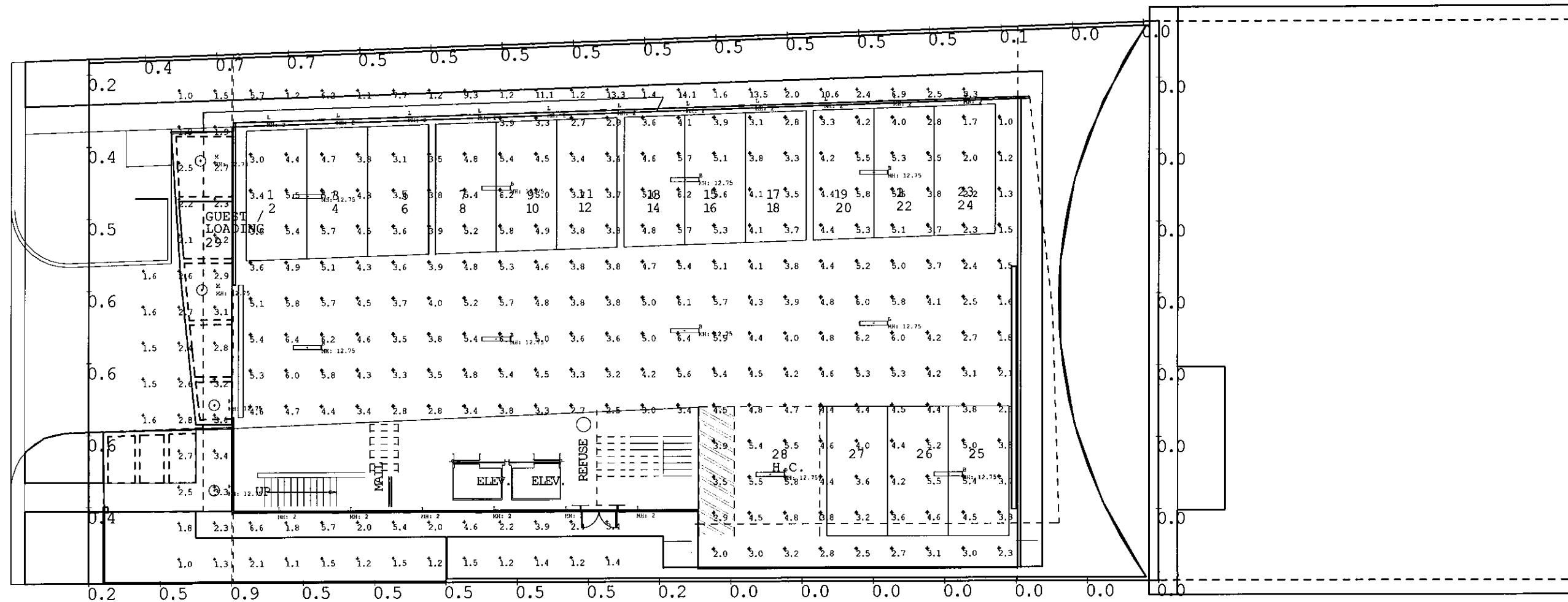
INDIAN CREEK

LEGEND

- PROPOSED ASTROTURF
- PROPOSED CONCRETE
- PROPOSED CONCRETE PAVERS
- PROPOSED GRASS PAVER
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING WATER

PAVEMENT MARKING AND SIGNAGE PLAN
SCALE 1" = 10'-0"

LANDSCAPE ARCHITECT	MECHANICAL/ELECTRICAL & PLUMBING ENGINEER	SCAFFOLDING	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS ENGINEERS 11275 KANE CONCOURSE, SUITE 100 BAY HARBOR ISLAND, FLORIDA 33154 (305) 888-1885 FAX (305) 888-2850 E-MAIL: INFO@FRANKELBENAYOUN.COM	BAY HARBOR RESIDENTIAL DEVELOPMENT BEAU RIVAGE CONDOMINIUM 9781 E. BAY HARBOR DRIVE BAY HARBOR ISLANDS, FLORIDA 33154	OWNER/DEVELOPER BEAU RIVAGE LLC	HOLLAND ENGINEERING INC. civil engineers 2000 HOLLAND BLVD., SUITE 200 MIAMI, FLORIDA 33133 TEL: (305) 441-1111 FAX: (305) 441-1112 E-MAIL: INFO@HOLLAND-ENG.COM SUSAN C. HOLLAND, PE Reg. No. 41831	NO. REVISIONS DATE BY DRAWING TITLE	PAVEMENT MARKING AND SIGNAGE PLAN SCALE 1"=10' DATE: MARCH 19, 2014 SHEET NUMBER C-3 PRINTED: P&Z BOARD SUBMITTAL 3-19-14
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Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	10	B	SINGLE	5400	0.750	LITONIA DMV 1 32
	17	L	SINGLE	N.A.	0.840	BEA 124VLED
	4	M	SINGLE	3400	0.855	BEA 5518P

Label	CalcType	Units	Avg	Min	Max	Avg/Min	Max/Min
Expts	Illuminance	Fc	3.24	14.1	1.0	3.24	14.10
Wayp_Floor	Illuminance	Fc	4.20	4.4	1.0	4.20	4.40
Property Horizontal	Illuminance	Fc	0.31	0.9	0.0	N.A.	N.A.

LEVEL ONE PHOTOMETRIC PLAN 3/16" = 1'-0"

DAI ENGINEER
HOLLAND ENGINEERING INC.
civil engineer
3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY, A.S.L.A.
1401 N.W. 11 STREET, SUITE 101, MIAMI
FLORIDA 33136 FAX 305.441.1111

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
1797 KANE CONCOURSE, SUITE 100
BAY HARBOR ISLANDS, FLORIDA 33154
TEL: (305) 884-3843
FAX: (305) 884-3844
E-MAIL: INFO@FRANKELBENAYOUN.COM

BAY HARBOR RESIDENTIAL DEVELOPMENT
BEAU RIVAGE CONDOMINIUM
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

OWNER/DEVELOPER
BEAU RIVAGE LLC
9781 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY	DRAWING TITLE
				SITE PHOTOMETRIC PLAN
				SCALE: DATE: JUNE 3, 2014
				SHEET NUMBER: E-1.01
				PLOTTED: P&Z SUBMITTAL 06/03/14

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 16.

ITEM: Consideration and approval of a private TDR transaction of the transfer of two (2) dwelling units from 9770 E. Bay Harbor Properties, LLC (1050 98th Street & 9770 - 9790 E. Bay Harbor Drive) to Bay Harbor Holdings, LLC (10201-10231 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, plans and other supporting documents.

DESCRIPTION:

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney draft a resolution setting forth the Town Council's approval and recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	M. Miller staff report	staff report - 1050 98 st.pdf
2.	TDR Application	TDR Application - 10201-10231 EBHD - July 2014 (2).pdf
3.	Bldg Staff report	Bldg Report - 1050- 98st..pdf
4.	Code Compliance Report	Code C. report 1050 98 Street.pdf
5.	Site Plans 1	10201-10231eBHDRPart1.pdf
6.	Site Plans 2	10201-10231eBHDRPart2.pdf

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Marante, Town Clerk

From: Michael J. Miller, AICP 

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 7/30/2014

Re: Transfer of Development Rights (TDR) **CC:**

Bay Harbor Holdings, LLC (40 Total DU)

AKA Integra Block 4

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request – 2 Private DU

Donor Site: 1050 98th Street / Lot 1-3 of Block 10 (9770 E. Bay Harbor Properties, LLC)

Receiving Site: 10201 - 31 E. Bay Harbor Dr. / Lots 6-8 of Block 4 (Bay Harbor Holdings / Integra Block 4)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Bay Harbor Holdings / Integra Block 4) was granted Site Development Plan approval by the Town's PZ Board on April 2nd, 2014 for a total of 40 DU. The allowable base zoning density of 34 DUA would allow 26 DU on the receiving site (.775 acres X 34 DUA = 26.35 or 26 DU) provided the previously dedicated 11-foot right-of-way area is vacated (otherwise only 25 DU would be allowed). Since the proposed project includes 40 total dwelling units this requires the acquisition of 14 TDR units. The developer of the receiving site (Bay Harbor Holdings / Integra Block 4) has concurrent applications with two other nearby privately-owned / fully developed sites to acquire the remaining 12 TDR units.

The donor site, in this instance, appears to be currently developed as part of a three lot / 2-story / 23 DU apartment complex according to the survey submitted. There appears to be interconnected walkways, open space and shared on-street parking facilities for the complex. The "collective" donor site is located at 9770-9790 E. Bay Harbor Dr. (Lots 1 & 2 of Block 10) and 1050 98th Street (Lot 3 of Block 10). The combined legal description is Lots 1 - 3 of Block 10 (as shown on survey). The Town's records indicate the "collective" donor site lot area is 33,092 sq. ft. / .760 acres in size. Based on the existing lot area the site is entitled to 26 DU (.760 acres @ 34 DUA = 25.84 or 26 DU).

July 30, 2014

Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). With 23 DU on the site and 26 DU allowed by right, the donor site currently has the ability to convey the two (2) TDR units requested (one TDR DU will remain).

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: BAY HARBOR HOLDINGS, LLC
Date: 7/16/2014 Time: 3:09 PM
Receipt Number: MAIN / 82894
Clerk: SCHERRIE

DONOR SITE: 1050-98 STREET

ITEM REFERENCE	AMOUNT
MISC TDR FEE/10201-10231	1,000.00
Total:	1,000.00
Check 001094	1,000.00
Change:	0.00

Bay Harbor Holdings, LLC			6/30/2014		001094
Town of Bay Harbor			Discount		Payment
Date	Type	Reference	Original Amt.	Balance Due	
6/30/2014	Bill	06/30/2014-Fee3	1,000.00	1,000.00	1,000.00
				Check Amount	1,000.00

→ Receiver site
10201-10231 EBHD

Donor site
1050-98 St

SUB Main Equity (738 Application fee

1,000.00



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ _____
TDR UNITS REQUESTED: _____ PROJECT TOTAL UNITS: _____
APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Bay Harbor Holdings, LLC		
Phone (786) 472-1301	e-mail apeters13fi.com	Fax ()
Address 848 Brickell Avenue, PH 1		
City and State Miami, FL	Zip Code 33131	
Relationship to Property: owner of receiver site		

RECEIVER SITE INFORMATION

Owner's Name Bay Harbor Holdings, LLC		
Phone (786) 472-1301	e-mail apeters@13fi.com	Fax ()
Address 848 Brickell Avenue, PH 1		
City and State Miami, FL	Zip Code	
Property Address/Location 10201-10231 East Bay Harbor Dr.		
Legal Description: LOT(S) 6, 7, 8 BLOCK 4		
Folio Number 13-2227-001-0840 & 0850	Current Zoning RM-1	
Property size 0.775 acres	Purchase date 12/27/2012	
Existing use of the property Multifamily residential apartments		
Describe Existing Structure on Property Two 2-story apartment buildings with a total of 32 living units.		
Dwelling units to be received 2		
Total Dwelling units including TDR 40		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 4/2/2014

If Not, then attach preliminary site plan.

ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☐ No ☒

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name 9770 E Bay Harbor Properties, LLC		
Phone (305) 357-5556	e-mail merkmia@aol.com	Fax ()
Address 701 Brickell Avenue, Suite 2040		
City and State Miami, FL		Zip Code 33131
Property Address/Location 1050 98 Street & 9770 - 9790 E. Bay Harbor Dr.		
Legal Description: LOT(S) 1, 2, 3 BLOCK 10		
Folio Number 13-2227-001-2091 & -2090	Current Zoning RM-2	Year built 1951
Property size 0.762 acres	Purchase date 6/18/2014	
Existing use of the property Multifamily residential		
Describe Existing Structure on Property Three (3) 1-and 2-story apartment buildings with 23 living units		
Dwelling units to be transferred to TDR Bank 2 to Receiver Site		
Units permitted 26		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)
Survey must be current (no more than 6 months old)

Name of Surveyor Royal Point Land Surveyors, Inc. (Receiver)		
Address 6175 NW 153 Street, Suite 321, Miami Lakes, FL 33014		
Phone (305) 822-6062	e-mail	Fax ()

Name of Surveyor Same as above (Donor)		
Address		
Phone ()	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ Building must have obtained 40 or 50 Year Certification - If Applicable
- ☐ Outstanding Liens or Code Violations must be cured and/or paid - If Applicable

Other inspections to be performed may include, but are not limited to, the following items:

- | | | | |
|---|--|---|---------------------------------------|
| ☐ Exterior paint | ☐ Windows | ☐ Doors | ☐ Elevators |
| ☐ Steps | ☐ Railings | ☐ Landscaping | ☐ Parking area |
| ☐ Pool/Recreation facilities | | ☐ Fences/Walls | ☐ Plumbing |
| ☐ Electrical System | ☐ A/C equipment | ☐ Roof mounted equipment/screening | |
| ☐ Roofing | | | |

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE

Signature of Owner (Applicant)

2/14/14

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14 day of July, 2014,
by ARNOLD KASNET on behalf of
Bay Harbor Holdings LLC, a Florida (corporation) (partnership) (Other:
an oath. He/She is personally known to me or has produced
(type of identification produced) as identification and did take



Notary Public, State of Florida

Print Name: FLORA SEBASTIAN

by: 9770 E Bay Harbor Properties LLC

DONOR SITE

Signature of Owner (Applicant)

HELV BARBERA - Manager

7/10/14

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10 day of July, 2014,
by Helve Barbera on behalf of
Manager 9770 E Bay Harbor Properties LLC, a Florida (corporation) (partnership) (Other:
Diver License) He/She is personally known to me or has produced
an oath. (type of identification produced) as identification and did take

My Commission Expires:



Notary Public, State of Florida

Print Name: Ghislaine Gil

[illegible]

- 1) The Legal Description to the Property was obtained from FIRST AMERICAN TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- 2) This Certification is, only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances.
- 3) **OPINION OF TITLE**
The Commitment Issued by FIRST AMERICAN TITLE INSURANCE COMPANY, Commitment File # 1062-2894869, reflecting date: November 1, 2012 @ 11:55 PM, was made to determine recorded instruments, if any affecting this Property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.

- 5) The exact use of the land, as classified in the Minimum Technical Standards (35-117-AC), is "Residential High Risk." The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet; the accuracy obtained by measurement and calculation of a closed traverse figure must be used to exceed this requirement.
- 6) All relative figure measurements hereon are made in accordance with the United States Standard Feet.
- 7) Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
- 8) Not valid without the signature and the original, raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or profiles by other than the signing party or parties are prohibited without written consent of the signing party or parties.

BUILDING SETBACKS:

front yard setback. All lots in the RM-2 Multiple-Family areas shall have a minimum front yard setback as follows, the front yard being the yard abutting on any street:

- a. buildings less than 30 feet in height. Twenty feet.
- b. Buildings less than 45 feet in height. Twenty-five [feet].
- c. Buildings less than 65 feet in height. Thirty feet.

9. Buildings less than 30 feet in height. Ten feet.

- [Additional setback.] For each additional three feet of building height above 3 feet, there shall be one additional foot of building setback for that portion of structure over 30 feet in height.

- Side yard setbacks. All lots in the RM-2 Multiple Family oress shall have minimum side yard setbacks as follows:

- [Additional setback.] For each additional three feet of building height above 3 feet, there shall be one additional foot of building setback for that portion of structure over 30 feet in height. Notwithstanding the above provision for

- Source: Town of Bay Harbor Islands Department of Planning & Zoning

- authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown herein.

- 10) The surveyor does not determine fence and/or wall ownership
- 11) Ownership subjects to: OPINION OF TITLE.

- 13) The North arrow and Bearings shown hereon are based on an assumed bearing of N87°21'10"E along the centerline of 98th Street, and all other bearings are

- relative thereof.
 (14) Flood Zone Data: Community/ Panel #120637/0144/L Dated: 09/11/2009
 Flood Zone: "AE" Base Flood Elevation = +8.0'

- 15) Total Available Parking: 24 standard spaces
- 16) Legal Description shown hereon as per above noted title commitment.

- (18) All visible above ground utilities noted on survey sketch.

THIS SURVEY CERTIFIED TO:

- Boy Harbor Holdings, LLC
- Soddell United Bank, NA, its successors and/or assigns as their interest may appear
- First American Title Insurance Company
- Brood and Coseil

I hereby certify that on December 18, 2012, on accurate survey of the premises shown on this sketch of survey was made under my supervision, that this survey meets the minimum technical standards for land boundary surveys set forth in the "2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS, that all buildings and other structures on the premises and their relation to the property lines are correctly shown, that there are no encroachments, overlaps, boundary line disputes, recorded easements for unrecorded easements visible on the ground, other than those shown hereon.

Copies of this survey are invalid unless embossed with the seal of the signing professional surveyor and mopper. Said embossed copies are for the specific use of those entities that the survey have been certified to.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 6632

B. y.

Date of Survey: 12/18/2012
Date of Last Revision: 01/02/2013

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062 / Fax: 305-827-9669

Phone: 305-822-6062 / Fax: 305-827-9669

[illegible]

RECORD OF REVISION

ALTA / ASCM LAND TITLE SURVEY

PREPARED FOR: **BAY HARBOR HOLDINGS, LLC**
9770-90 EAST BAY HARBOR DRIVE
& 1050 - 98th. STREET
BAY HARBOR ISLANDS, FLORIDA

PR

1

2-705-1

1

OF 1 SHEET



CFN 2014R0440862
OR Bk 29200 Pgs 1995 - 2026 (32pgs)
RECORDED 06/20/2014 09:48:37
DEED DOC TAX 31,050.00
SURTAX 23,287.50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Eduardo M. Soto, Esq.
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

Tax Folio Numbers: 13-2227-001-2090;
13-2227-001-2091;
13-2227-001-2080

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 18th day of June, 2014, by **BAY HARBOR HOLDINGS LLC**, a Delaware limited liability company, whose mailing address is 848 Brickell Avenue, PH1, Miami, Florida 33131 ("Grantor"), and **9770 E BAY HARBOR PROPERTIES LLC**, a Florida limited liability company, whose mailing address is 701 Brickell Avenue, Suite 2040, Miami, Florida 33131 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee and Grantee's heirs and assigns forever the following land situate, lying and being in Miami-Dade County, Florida, to wit:

SEE EXHIBIT "A"

THIS CONVEYANCE IS SUBJECT TO: (a) taxes and assessments for the year 2014 and all subsequent years; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (c) conditions, restrictions, limitations, matters and easements of record, if any, but this reference shall not operate to reimpose same.

TO HAVE AND TO HOLD unto Grantee and Grantee's heir, successors and assigns in fee simple forever.

AND GRANTOR does hereby specifically warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ONE

Lot 1, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL TWO

Lot 2, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels One and Two a/k/a 9700 East Bay Harbor Drive, Bay Harbor Islands, Florida.
Folio Number: 13-2227-001-2090)

PARCEL THREE

Lot 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(a/k/a 1050 98th Street, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2091)

Donor
Site

PARCEL FOUR

Lot 24, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL FIVE

Lot 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels Four and Five a/k/a 9800 East Bay Harbor Drive, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2080)

Together with those fourteen (14) TDR's running with the Property, as such term is defined in Chapter 23, Section 23-22.2 of the Code of Ordinances, Bay Harbor Islands, Florida.

**ACTION BY WRITTEN CONSENT FOR
BAY HARBOR HOLDINGS LLC,
a Delaware limited liability company**

The undersigned, Wexford Capital LP, being the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company") and all parties required to consent to a Significant Event, as defined in the operating agreement of the Company dated December 31, 2012, as amended, hereby consent to, approve and adopt the following resolutions by this instrument in lieu of holding a meeting:

BE IT RESOLVED that this Company sell to 9770 E Bay Harbor Properties LLC, a Florida limited liability company ("Buyer") the real property particularly described in Exhibit "A" attached hereto and made a part hereof ("Property") for the purchase price of Five Million One Hundred Seventy Five Thousand Dollars and 00/100 (\$5,175,000.00) and otherwise under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation, as subsequently assigned to the Buyer.

BE IT FURTHER RESOLVED that Arnaud Karsenti, as the Authorized Representative of the Company, be and he is hereby authorized and directed to negotiate the specific terms and conditions of the sale and Arnaud Karsenti acting alone, is further authorized to execute and deliver on behalf of the Company such instruments and documents as may be necessary or required in order to consummate the sale, all of which shall contain such terms and conditions as the Authorized Representative of this Company shall determine to be in the best interest of the Company, with the signature of said Authorized Representative to be conclusive evidence of such determination and of the authority of said Authorized Representative to execute and deliver the same.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the 16th day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: [Signature]

Name: Arthur Amron

Title: Vice President and Assistant Secretary

CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By: _____

Name: _____

Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company,

By: _____

Name: Arnaud Karsenti

Title: Manager

Prepared by Ed Soto ussh-law

Approved by Phil Braunstein

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the ____ day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

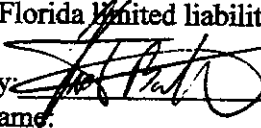
Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: _____
Name: _____
Title: _____

CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By:  _____
Name: _____
Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company,

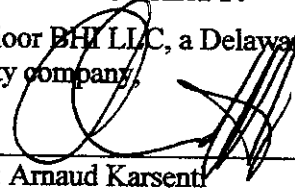
By:  _____
Name: Arnaud Karsenti
Title: Manager

EXHIBIT "A"

PROPERTY

PARCEL ONE

Lot 1, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL TWO

Lot 2, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels One and Two a/k/a 9700 East Bay Harbor Drive, Bay Harbor Islands, Florida.
Folio Number: 13-2227-001-2090)

PARCEL THREE

Lot 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(a/k/a 1050 98th Street, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2091)

PARCEL FOUR

Lot 24, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL FIVE

Lot 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels Four and Five a/k/a 9800 East Bay Harbor Drive, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2080)

**CERTIFICATE OF COMPANY RESOLUTIONS
COMPANY STATUS AND INCUMBENCY
OF BAY HARBOR HOLDINGS LLC**

THE UNDERSIGNED, Arthur Amron, as Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company, the general partner (the "General Partner") of Wexford Capital LP, a Delaware limited partnership, the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company"), does hereby certify that:

1. The Company is a duly formed, validly existing Company in good standing under the laws of the State of Delaware and is authorized to transact business in the State of Florida.

By written consent of the Company, and on behalf of the Company, the following resolutions were unanimously adopted, and the same have not been revoked, canceled, or amended in any manner and are in full force and effect on the date hereof:

BE IT RESOLVED that this Company sell to 9770 E Bay Harbor Properties LLC, a Florida limited liability company ("Buyer") the real property particularly described in Exhibit "A" attached hereto and made a part hereof ("Property") for the purchase price of Five Million One Hundred Seventy Five Thousand Dollars and 00/100 (\$5,175,000.00) and otherwise under the terms and conditions set forth in the Purchase and Sale Agreement dated the 2nd day of May 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation, as subsequently assigned to the Buyer.

BE IT FURTHER RESOLVED that Arnaud Karsenti, as the Authorized Representative of the Company, be and he is hereby authorized and directed to negotiate the specific terms and conditions of the sale and Arnaud Karsenti acting alone, is further authorized to execute and deliver on behalf of the Company such instruments and documents as may be necessary or required in order to consummate the sale, all of which shall contain such terms and conditions as the Authorized Representative of this Company shall determine to be in the best interest of the Company, with the signature of said Authorized Representative to be conclusive evidence of such determination and of the authority of said Authorized Representative to execute and deliver the same.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

THE UNDERSIGNED CERTIFIES that attached hereto as Exhibits "B", "C", are true, complete and correct copies of the following as in effect on the date hereof:

(i) Certificate of Good Standing from the Delaware Secretary of State; and (ii) Authorization to Transact Business in Florida , of the Company.

The following are duly elected or appointed to the offices of the Company set forth opposite their respective names and are incumbent in such offices as of the date hereof.

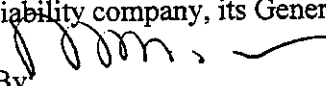
<u>Name:</u>	<u>Title</u>
Wexford Capital LP, a Delaware limited partnership	Manager

IN WITNESS WHEREOF, Arthur Amron, as Vice President and Assistant Secretary of the Company, has set his hand this 12th day of June, 2014.

BAY HARBOR HOLDINGS, LLC, a Delaware limited liability company

By: Wexford Capital LP, a Delaware limited partnership, its Manager:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: 

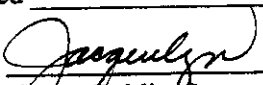
Name: Arthur Amron

Title: Vice President and Assistant Secretary

STATE OF Connecticut)
COUNTY OF Fairfield) SS:

The foregoing instrument was acknowledged before me this 12th day of June, 2014, by Arthur Amron, as Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company as General Partner of Wexford Capital LP, a Delaware limited partnership as Manager of Bay Harbor Holdings LLC a Delaware limited liability company, who ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:


Notary Public, State of _____
Print Name: _____

JACQUELYN M. WERNER
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2015

299558.2

EXHIBIT "A"

PROPERTY

PARCEL ONE

Lot 1, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL TWO

Lot 2, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels One and Two a/k/a 9700 East Bay Harbor Drive, Bay Harbor Islands, Florida.
Folio Number: 13-2227-001-2090)

PARCEL THREE

Lot 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(a/k/a 1050 98th Street, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2091)

PARCEL FOUR

Lot 24, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL FIVE

Lot 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels Four and Five a/k/a 9800 East Bay Harbor Drive, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2080)

EXHIBIT "B"
CERTIFICATE OF GOOD STANDING

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BAY HARBOR HOLDINGS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF JUNE, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BAY HARBOR HOLDINGS LLC" WAS FORMED ON THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 2012.

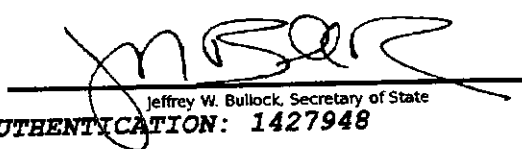
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

5265087 8300

140800300

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1427948

DATE: 06-05-14

EXHIBIT "C"
AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

State of Florida



Department of State

I certify from the records of this office that BAY HARBOR HOLDINGS LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on December 26, 2012.

The document number of this limited liability company is M12000007171.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on April 2, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.



CR2EO22 (1-11)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifth day of June, 2014

Ken Detzner
Ken Detzner
Secretary of State

**CERTIFICATE OF COMPANY RESOLUTIONS
COMPANY STATUS AND INCUMBENCY OF
13TH FLOOR BHI LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

THE UNDERSIGNED, Arnaud Karsenti, as Manager of 13th Floor BHI LLC, a Delaware limited liability company, ("BHI") does hereby certify that:

1. BHI is a duly formed, validly existing Delaware limited liability company, in good standing under the laws of the State of Delaware.
2. BHI is a member of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company").
3. Pursuant to the terms of the Company's operating agreement, BHI, in its capacity as a member of the Company, is required to consent certain transactions including the sale of any real property owned by the Company.
4. The Company has contracted to sell certain real property under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation (the "Sale").
5. BHI has been requested to provide its consent to the Sale in its capacity as a member of the Company to be evidenced by that certain ACTION BY WRITTEN CONSENT FOR BAY HARBOR HOLDINGS LLC, a Delaware limited liability company, in the form attached hereto as Exhibit "A" (the "Written Consent").

NOW THEREFORE, by written consent of BHI, the following resolutions were unanimously adopted, and the same have not been revoked, canceled, or amended in any manner and are in full force and effect on the date hereof:

BE IT RESOLVED that BHI, in its capacity as a member of the Company, provides its consent to the Sale and shall be authorized to execute the Written Consent authorizing the actions as set forth therein.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

THE UNDERSIGNED CERTIFIES that attached hereto as Exhibit "B", is a true and correct copy of the Certificate of Good Standing from the Delaware Secretary of State of BHI.

The following are duly elected or appointed to the offices of BHI set forth opposite their

respective names and are incumbent in such offices as of the date hereof.

Name:

Arnaud Karsenti

Title

Manager

IN WITNESS WHEREOF, Arnaud Karsenti, Manager of 13th Floor BHI LLC, a Delaware limited liability company, has set his hand this 18 day of June, 2014.

13th Floor BHI LLC, a Delaware limited liability company,

By:

Name: Arnaud Karsenti

Title: Manager

STATE OF FLORIDA

SS:

COUNTY OF ~~MISSISSIPPI~~ - ~~DADE~~

The foregoing instrument was acknowledged before me this 18 day of JUNE, 2014, by A Victor Ballesteras, Manager of Bay Harbor Partners GP, LLC, a Florida limited liability company, who (check one) [☒] is personally known to me or [☐] has produced _____ as identification.

My Commission Expires: 4/20/18

Notary Public, State of

Print Name: FWKA SGT6316nn.4



FLORA SEREBRENNIK
MY COMMISSION # FF 010858
EXPIRES: April 22, 2017
Bonded thru Budget Notary Services

EXHIBIT "A"
WRITTEN CONSENT

ACTION BY WRITTEN CONSENT FOR
BAY HARBOR HOLDINGS LLC,
a Delaware limited liability company

The undersigned, Wexford Capital LP, being the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company") and all parties required to consent to a Significant Event, as defined in the operating agreement of the Company dated December 31, 2012, as amended, hereby consent to, approve and adopt the following resolutions by this instrument in lieu of holding a meeting:

BE IT RESOLVED that this Company sell to 9770 E Bay Harbor Properties LLC, a Florida limited liability company ("Buyer") the real property particularly described in Exhibit "A" attached hereto and made a part hereof ("Property") for the purchase price of Five Million One Hundred Seventy Five Thousand Dollars and 00/100 (\$5,175,000.00) and otherwise under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation, as subsequently assigned to the Buyer.

BE IT FURTHER RESOLVED that Arnaud Karsenti, as the Authorized Representative of the Company, be and he is hereby authorized and directed to negotiate the specific terms and conditions of the sale and Arnaud Karsenti acting alone, is further authorized to execute and deliver on behalf of the Company such instruments and documents as may be necessary or required in order to consummate the sale, all of which shall contain such terms and conditions as the Authorized Representative of this Company shall determine to be in the best interest of the Company, with the signature of said Authorized Representative to be conclusive evidence of such determination and of the authority of said Authorized Representative to execute and deliver the same.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the ____ day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: _____
Name: _____
Title: _____

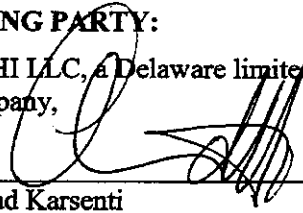
CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By: _____
Name: _____
Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company,

By:  _____
Name: Arnaud Karsenti
Title: Manager

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the ____ day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

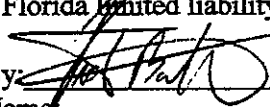
Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: _____
Name: _____
Title: _____

CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By:  _____
Name: _____
Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company,

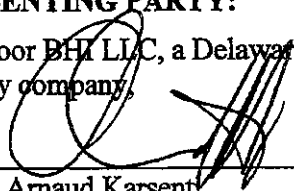
By:  _____
Name: Arnaud Karsenti
Title: Manager

EXHIBIT "B"
CERTIFICATE OF GOOD STANDING

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "13TH FLOOR BHI, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF JUNE, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "13TH FLOOR BHI, LLC" WAS FORMED ON THE SEVENTEENTH DAY OF JANUARY, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

5276186 8300

140834374

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1450987

DATE: 06-13-14

**CERTIFICATE OF COMPANY RESOLUTIONS
COMPANY STATUS AND INCUMBENCY
OF BAY HARBOR PARTNERS GP, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

THE UNDERSIGNED, Victor Ballestas as Manager of Bay Harbor Partners GP, LLC a Florida limited liability company, ("Bay Harbor Partners") does hereby certify that:

1. Bay Harbor Partners is a duly formed, validly existing Florida limited liability company, in good standing under the laws of the State of Florida.
2. Bay Harbor Partners is a member of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company").
3. Pursuant to the terms of the Company's operating agreement, Bay Harbor Partners, in its capacity as a member of the Company, is required to consent certain transactions including the sale of any real property owned by the Company.
4. The Company has contracted to sell certain real property under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation (the "Sale").
5. Bay Harbor Partners has been requested to provide its consent to the Sale in its capacity as a member of the Company to be evidenced by that certain ACTION BY WRITTEN CONSENT FOR BAY HARBOR HOLDINGS LLC, a Delaware limited liability company, in the form attached hereto as Exhibit "A" (the "Written Consent").

By written consent of Bay Harbor Partners, the following resolutions were unanimously adopted, and the same have not been revoked, canceled, or amended in any manner and are in full force and effect on the date/hereof:

BE IT RESOLVED that Bay Harbor Partners, in its capacity as a member of the Company, provides its consent to the Sale and shall be authorized to execute the Written Consent authorizing the actions as set forth therein.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

THE UNDERSIGNED CERTIFIES that attached hereto as Exhibit "B", is a true and correct copy of the Certificate of Good Standing from the Florida Secretary of State of Bay Harbor Partners.

The following are duly elected or appointed to the offices of Bay Harbor Partners set

forth opposite their respective names and are incumbent in such offices as of the date hereof.

Name:

Victor Ballestas

Title

Manager

IN WITNESS WHEREOF, Victor Ballestas, Manager of Bay Harbor Partners GP, LLC
a Florida limited liability company, has set his hand this ____ day of June, 2014.

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By: _____

Name: Victor Ballestas

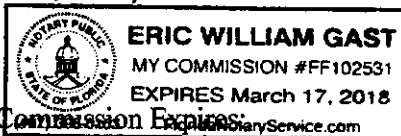
Title: Manager

STATE OF _____)

SS: _____

COUNTY OF _____)

The foregoing instrument was acknowledged before me this 16 day of June, 2014,
by A Victor Ballestas, Manager of Bay Harbor Partners GP, LLC, a Florida limited liability
company, who (check one) [☒] is personally known to me or [☐] has produced
Drivers License as identification.



My Commission Expires: _____

Notary Public, State of _____

Print Name: ERIC W. GAST

EXHIBIT "A"
WRITTEN CONSENT

ACTION BY WRITTEN CONSENT FOR
BAY HARBOR HOLDINGS LLC,
a Delaware limited liability company

The undersigned, Wexford Capital LP, being the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company") and all parties required to consent to a Significant Event, as defined in the operating agreement of the Company dated December 31, 2014, as amended, hereby consent to, approve and adopt the following resolutions by this instrument in lieu of holding a meeting:

BE IT RESOLVED that this Company sell to 9770 E Bay Harbor Properties LLC, a Florida limited liability company ("Buyer") the real property particularly described in Exhibit "A" attached hereto and made a part hereof ("Property") for the purchase price of Five Million One Hundred Seventy Five Thousand Dollars and 00/100 (\$5,175,000.00) and otherwise under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation, as subsequently assigned to the Buyer.

BE IT FURTHER RESOLVED that Arnaud Karsenti, as the Authorized Representative of the Company, be and he is hereby authorized and directed to negotiate the specific terms and conditions of the sale and Arnaud Karsenti acting alone, is further authorized to execute and deliver on behalf of the Company such instruments and documents as may be necessary or required in order to consummate the sale, all of which shall contain such terms and conditions as the Authorized Representative of this Company shall determine to be in the best interest of the Company, with the signature of said Authorized Representative to be conclusive evidence of such determination and of the authority of said Authorized Representative to execute and deliver the same.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the ____ day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

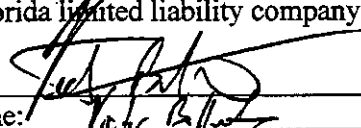
Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: _____
Name: _____
Title: _____

CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By: 
Name: Tami Bellamy
Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company

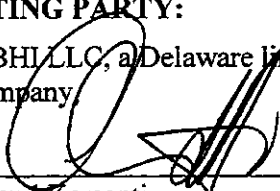
By: 
Name: Arnaud Karsenti
Title: Manager

EXHIBIT "B"
CERTIFICATE OF GOOD STANDING

State of Florida



Department of State

I certify from the records of this office that BAY HARBOR PARTNERS GP, LLC, is a limited liability company organized under the laws of the State of Florida, filed on December 19, 2012.

The document number of this company is L12000158760.

I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on March 19, 2014, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.



CR2EO22 (1-11)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of June, 2014

Ken Detzner
Ken Detzner
Secretary of State

**CERTIFICATE OF COMPANY RESOLUTIONS
COMPANY STATUS AND INCUMBENCY
OF WEXFORD CAPITAL LP,
A DELAWARE LIMITED PARTNERSHIP**

THE UNDERSIGNED, Arthur Amron, as Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company, the general partner (the "General Partner") of Wexford Capital LP, a Delaware limited partnership (the "Partnership"), does hereby certify that:

1. The Partnership is a duly formed, validly existing Delaware limited partnership, in good standing under the laws of the State of Delaware.
2. The Partnership is the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company").
3. Pursuant to the terms of the Company's operating agreement, the Partnership, in its capacity as the Manager of the Company, is required to consent to certain transactions including the sale of any real property owned by the Company.
4. The Company has contracted to sell certain real property under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation (the "Sale").
5. The Partnership has been requested to provide its consent to the Sale in its capacity as the Manager of the Company to be evidenced by that certain ACTION BY WRITTEN CONSENT FOR BAY HARBOR HOLDINGS LLC, a Delaware limited liability company, in the form attached hereto as Exhibit "A".

NOW THEREFORE, by written consent of the General Partner for and on behalf of the Partnership, the following resolutions were unanimously adopted, and the same have not been revoked, canceled, or amended in any manner and are in full force and effect on the date hereof:

BE IT RESOLVED that the Partnership, in its capacity as the Manager of the Company, provides its consent to the Sale and shall be authorized to execute the Written Consent authorizing the actions as set forth therein.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

THE UNDERSIGNED CERTIFIES that attached hereto as Exhibit "B", is a true and correct copy of the Certificate of Good Standing from the Delaware Secretary of State of the Partnership.

The following are duly elected or appointed to the offices of the Company set forth opposite their respective names and are incumbent in such offices as of the date hereof.

Name:

Title

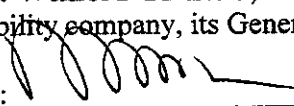
Arthur Amron

Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company, the general partner (the "General Partner") of the Partnership

IN WITNESS WHEREOF, Arthur Amron, as Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company, the general partner (the "General Partner") of the Partnership, has set his hand this 16th day of June, 2014.

Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: 

Name: Arthur Amron

Title: Vice President and Assistant Secretary

STATE OF Connecticut)
SS:
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me this 16th day of June, 2014, by Arthur Amron, as Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company as General Partner of Wexford Capital LP, a Delaware limited partnership, who (check one) ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:


Notary Public, State of

Print Name:

JACQUELYN M. WERNER

NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 30, 2015

EXHIBIT "A"
WRITTEN CONSENT

ACTION BY WRITTEN CONSENT FOR
BAY HARBOR HOLDINGS LLC,
a Delaware limited liability company

The undersigned, Wexford Capital LP, being the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company") and all parties required to consent to a Significant Event, as defined in the operating agreement of the Company dated December 31, 2012, as amended, hereby consent to, approve and adopt the following resolutions by this instrument in lieu of holding a meeting:

BE IT RESOLVED that this Company sell to 9770 E Bay Harbor Properties LLC, a Florida limited liability company ("Buyer") the real property particularly described in Exhibit "A" attached hereto and made a part hereof ("Property") for the purchase price of Five Million One Hundred Seventy Five Thousand Dollars and 00/100 (\$5,175,000.00) and otherwise under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation, as subsequently assigned to the Buyer.

BE IT FURTHER RESOLVED that Arnaud Karsenti, as the Authorized Representative of the Company, be and he is hereby authorized and directed to negotiate the specific terms and conditions of the sale and Arnaud Karsenti acting alone, is further authorized to execute and deliver on behalf of the Company such instruments and documents as may be necessary or required in order to consummate the sale, all of which shall contain such terms and conditions as the Authorized Representative of this Company shall determine to be in the best interest of the Company, with the signature of said Authorized Representative to be conclusive evidence of such determination and of the authority of said Authorized Representative to execute and deliver the same.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the ____ day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: _____
Name: _____
Title: _____

CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By: _____
Name: _____
Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company,

By: _____
Name: Arnaud Karsenti
Title: Manager

EXHIBIT "B"
CERTIFICATE OF GOOD STANDING

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WEXFORD CAPITAL LP" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF JUNE, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WEXFORD CAPITAL LP" WAS FORMED ON THE THIRTEENTH DAY OF FEBRUARY, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



4655680 8300

140834374

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1450988

DATE: 06-13-14

IN WITNESS WHEREOF, this instrument has been executed this 27 day of DECEMBER, 2012.

Witnesses:

Print Name: Carol Hoch

Print Name: Donnette Herrick

Grantor:

THE PALMS OF BAY HARBOR, LLC, a
Florida limited liability company

By: Scott M. Herrick

Scott M. Herrick, Manager

Date: 12/27/12

STATE OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 27 day of DECEMBER, 2012 by Scott M. Herrick as Manager of The Palms of Bay Harbor, LLC, a Florida limited liability company, on behalf of the Company. He (☒) is personally known to me or (☐) presented _____ as identification.

Judith M. Smore
Notary Public
Commission Expires: 1/31/15

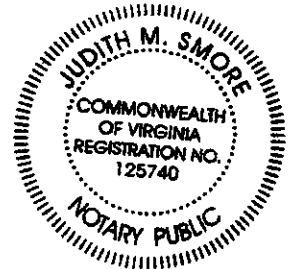


Exhibit "A"
Legal Description

Parcel 1:

Lots 1, 2 and 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Lots 24 and 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

Lots 1 and 2, LESS the East 11 feet and the Northerly 11 feet of Lot 2, Block 6, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lot 19, LESS the South and East 11 feet, Block 6, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lot 20, LESS the East 11 feet, Block 6, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 4:

Lots 14 and 15, Block 5, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lots 1 and 2, Block 5, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 5:

Receiver Site { Lot 8, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lots 6 and 7, LESS the West 11 feet of Lots 6 and 7, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

TRANSFERABLE DEVELOPMENT RIGHTS
PURCHASE AND SALE AGREEMENT

THIS TRANSFERABLE DEVELOPMENT RIGHTS PURCHASE AND SALE AGREEMENT ("TDR Agreement") is made and entered into as of June 18th, 2014 ("Effective Date") by and between 9770 E BAY HARBOR PROPERTIES LLC, a Florida limited liability company ("9770"), and BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (BHH and 9770 each a "Party", collectively, the "Parties").

RECITALS

WHEREAS, BAR INVEST GROUP, Inc., a Florida corporation ("BAR"), and BHH entered into that certain Purchase And Sale Agreement, dated as of May 2, 2014 (the "PSA"), which agreement was subsequently assigned by BAR to 9770, whereby BHH sold the real property described on Exhibit "A" attached hereto, to 9770 (the "Property");

WHEREAS, in connection with the sale of the Property, BHH conveyed the equivalent of 14 units worth of transferable development rights to 9770, which rights are appurtenant to, and run with the Property;

WHEREAS, the Parties agreed that subsequent to the sale of the Property from BHH to 9770, the equivalent of six (6) units worth of transferable development rights attached to the Property ("TDRs") would be transferred by 9770 to other real property owned by BHH within the Town of Bay Harbor Islands, Florida (the "Town") subsequent to the closing of the PSA;

WHEREAS, in consideration of the mutual covenants, conditions, and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and are incorporated by this reference as if set out in full in the body of this Agreement.

2. Transaction. Upon satisfaction of the Transfer Conditions, as defined herein, 9770 shall transfer the TDRs to BHH. The Parties agree that the transfer of the TDRs by 9770 to BHH was part of the consideration for the sale of the Property, including the reduced purchase price thereof, and the receipt and sufficiency of the consideration for this Agreement is hereby acknowledged. While the Parties contemplate that the TDRs which will be transferred from 9770 to BHH pursuant to this Agreement are those TDRs which are attached to the Property, 9770 may provide substitute TDRs to BHH at Closing, as defined herein, provided that such substitute TDRs transfer all of the same rights to BHH as those which are attached to the Property and that the transfer of such substitute TDRs does not result in any additional expense to BHH.

3. Deposit and Transfer. Together with the execution of this TDR Agreement, 9770 shall execute and place into escrow with Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.,

("Escrow Agent") a Warranty Deed For Transfer Of Development Rights And Declaration Of Restrictions, in the form attached hereto as Exhibit "B" (the "TDR Deed") which shall serve as a conditional conveyance of the TDRs. The Escrow Agent shall retain the TDR Deed in escrow until such time as the Transfer Conditions, as defined herein, have been met, at which time the TDR Deed shall be unconditional, and may be recorded by the Escrow Agent. In the event the Town prescribes a separate form for the TDR Deed, or requires revisions thereof in order to effectuate the transfer of the TDRs, 9770 shall execute a revised deed as required by the Town.

4. Approval of the Transfer. 9770 and BHH shall comply with all of the provisions of Chapter 23, Section 23-22.2 of the Code of Ordinances, Bay Harbor Islands, Florida (the "Bay Harbor Code"), applicable to the transfer of the TDRs and shall take all steps necessary to effectuate the transfer of the TDRs in accordance with this Agreement and the Bay Harbor Code, including, but not limited to:

(a) consenting to the recording of restrictions on the Property referencing the transfer of the TDRs;

(b) applying to the Town and/or consenting to any applications to the Town for designation as a "donor parcel" or "receiving parcel" as defined in the Bay Harbor Code; and

(c) providing and executing any other documents or instruments required by the Town in the Bay Harbor Code.

5. Closing. The closing of this transaction (the "Closing") shall take place at the offices of Escrow Agent within ten (10) days of the Town adopting a resolution in accordance with the Bay Harbor Code approving the transfer of the TDRs from 9770 to BHH (the "Resolution") and any appeal rights related to the adoption of the Resolution having expired. Upon confirmation from the Town that all conditions necessary to finalize the transfer of the TDRs have been met (the "Transfer Conditions"), the Escrow Agent shall be authorized to record the TDR without the need for further action or consent by 9770. The Closing can be effected through courier exchange of closing documents.

BHH shall have a period of twenty four (24) months from the Effective Date in which to comply with the Transfer Conditions (the "Closing Date"). In the event that BHH has not complied with all of the Transfer Conditions by the Closing Date, then provided that BHH has made a good faith effort in complying with the Transfer Conditions, the Closing Date may be extended for a period of twelve (12) months upon written notice from BHH to 9770 (the "Extended Closing Date"). In the event that a Transfer Condition has not been met due to 9770's delay in complying with any of its requirements under this Agreement, the Closing Date, or Extended Closing Date if applicable, shall be extended by a period of time equal to the length of such delay. If upon the expiration of the Extended Closing Date, BHH has not yet complied with the Transfer Conditions, the Parties shall in good faith negotiate a further extension of the Closing Date.

6. Closing Costs

(a) At closing, BHH shall pay the costs of transfer tax and documentary stamps, if any, on the 9770's Assignment, its own attorney's fees, and any costs associated with notifying the Town of the transfer of the TDRs.

(b) BHH shall pay any expenses related to its due diligence and inspections performed therein.

(c) 9770 shall pay its own attorney's fees and costs related to this Agreement.

7. Documents to be delivered at Closing The Parties shall deliver at Closing to each other any and all such reasonable and customary documents necessary to consummate the closing of this purchase and sale transaction and to confirm the transfer of the TDRs.

8. Default. In the event of a failure by either Party to perform any obligation or covenant which either of them is obligated to perform under this Agreement, no default shall occur until notice thereof is given to the defaulting Party by the other Party hereto asserting an event of default has occurred, describing the nature of the default, and giving a period of ten (10) days to cure the default.

If after notice and the expiration of the cure period provided herein, 9770 fails to perform any of its covenants as set forth in this Agreement or fails to properly convey the TDRs when obligated to do so in accordance with the terms hereof, BHH shall be entitled to seek specific performance against 9770 without waiving any rights to recover any actual damages and out-of-pocket expenses incurred by BHH including any costs incurred in connection with acquiring other transferable development rights which provide the same rights as the TDRs described herein. If after an event of default by 9770, BHH is unable to acquire transferable development rights granting the same rights as set forth herein due to a moratorium, lack of availability, or other similar cause, BHH shall recover from 9770 a sum equal to the fair market value of six (6) transferable development rights as of the Effective Date, or the date of 9770's default, whichever is higher.

9. Commission. Neither 9770 nor BHH has had any contact or dealings regarding the TDRs, or any communication in connection with the subject matter of this Agreement through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. Each Party shall indemnify and hold harmless the other from any claims for any commissions by any brokers, salesmen, or agents regarding the TDRs. The provisions of this Section shall survive termination of this Agreement.

10. Escrow Agent.

(a) The duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Assignment, and for the disposition of same in

accordance with this Agreement. Each of the parties to this Agreement shall and do jointly and severally indemnify Escrow Agent and hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur in connection with this Agreement or which may result from Escrow Agent's following of instructions from the parties, whether or not litigation is instituted.

(b) Escrow Agent shall not be liable: (i) to any of the parties for any act or omission to act except for Escrow Agent's own gross negligence or willful misconduct; (ii) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by Escrow Agent or exchanged by the parties under this Agreement, (iii) for the default, error, action, or omission of any party to this Agreement other than Escrow Agent; or (iv) for Escrow Agent's compliance with any legal process, subpoena, writs, orders, judgments, and decrees of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside, or reversed.

(c) Escrow Agent may: (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be bona fide and genuine; (ii) assume the validity and accuracy of any statement contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner, and execution, or validity, of any instrument deposited in escrow, or as to the identity, authority, or right of any person executing same. Nothing contained herein shall be deemed to prevent Escrow Agent from serving in a similar capacity on behalf of others.

11. Disputes.

(a) If any dispute arises among any of the parties to this Agreement and/or any third parties (whether concerning this Agreement, Escrow Agent's duties hereunder, the disposition of the Assignment, or any other matters), or if Escrow Agent shall be uncertain as to its duties or rights under this Agreement or shall receive instructions, claims, or demands from any of the other parties to this Agreement and/or any third parties with respect to the Assignment which, in Escrow Agent's opinion, are in conflict with each other or with any provision of this Agreement, or if Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the TDR Deed, Escrow Agent, upon giving written notice to 9770 and BHH, shall continue to hold the TDR Deed in escrow until such time as such dispute, uncertainty or lawsuit shall have been resolved to Escrow Agent's satisfaction, or by a final order or judgment of a court of competent jurisdiction.

(b) 9770 acknowledges that Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., is acting as Escrow Agent hereunder and is counsel to BHH. In the event of any dispute between 9770 and BHH, Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., shall be permitted to continue to represent BHH in such dispute.

12. Attorneys' Fees. In any dispute among the parties related to this Agreement, the party or parties not substantially prevailing shall pay, and shall be jointly and severally liable for: (i) the reasonable attorneys' fees and costs of the other party or parties involved in the dispute, and (ii) the amount owed to Escrow Agent under this Agreement for any attorneys' fees, costs, damages, or losses incurred by Escrow Agent in connection with such dispute.

13. Indemnification. 9770 and BHH, jointly and severally, agree to indemnify and hold Escrow Agent harmless from and against any and all liabilities incurred by it, and to indemnify and hold it harmless from and against any and all losses, costs, claims, damages, liabilities, and expenses, including reasonable attorneys' fees and other costs and expenses incurred, sustained by, or asserted against it, other than those arising out of the gross negligence or willful misconduct of Escrow Agent, including reasonable costs of investigation and attorneys' fees and disbursements which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with the acceptance of its appointment hereunder or in the performance of its duties hereunder, including any litigation arising from this Agreement..

14. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or mailed by certified or registered mail, postage prepaid, or by Federal Express, or similar overnight delivery service, and shall also be delivered electronically, addressed as follows:

If to the 9770:

Mr. Herve Barbera
Bar Invest Group, Inc.
701 Brickell Ave., Ste. 2040
Miami, FL 33131

With a copy to:

Stewart A. Merkin Esq.
174 NE. 96th St.
Miami, FL 33138

If to the BHH at:

BAY HARBOR HOLDINGS LLC
848 Brickell Avenue, PH1
Miami, FL 33131
Attention: Michael Nunziata
Telephone number: (352) 682-8303
Email: mnunziata@13fl.com

With a copy to:

Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.,
2525 Ponce de Leon Blvd
Suite 700
Coral Gables, Florida 33134
Attention: Eduardo M. Soto, Esq.
Telephone number: (305) 854-0800
Email: esoto@wsh-law.com

Notice shall be deemed to have been given upon receipt or refusal. Notice and delivery given by or to an attorney or broker representing the respective party under this Agreement shall be as effective as if given by or to that party.

15. Miscellaneous.

(a) Each of Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable attorneys' fees and costs incurred by the prevailing party at all trial and appellate levels. The provisions of this subsection shall survive the Closing coextensively with other surviving provisions of this Agreement.

(d) In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and section headings shall be disregarded.

(e) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(f) Time shall be of the essence for each and every provision hereof. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday. Except as specified herein, all time periods in this Agreement shall be calculated as calendar days.

(g) This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

(h) All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

(i) The facsimile or electronic signature of any party hereto shall be as binding as the original signature of such party for all purposes.

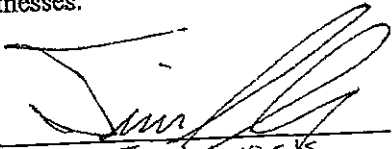
(j) This Agreement has been entered into in the State of Florida and shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without giving effect to the rules governing conflict of laws.

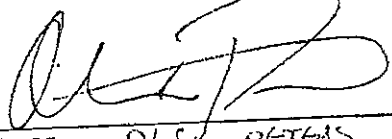
(k) The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or will occur in Miami-Dade County, Florida, and that, therefore, each of the parties irrevocably and unconditionally (i) agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Agreement may be brought exclusively in the courts of record of the state of Florida in Miami-Dade County or the District Court of the United States, Southern District of Florida, sitting in Miami-Dade County; (ii) waives any objection that it may have to the laying of venue of any such lawsuit, action, or proceeding in any such court.

(l) Seller and Buyer mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to this Agreement. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for Seller/Buyer to enter into this Agreement.

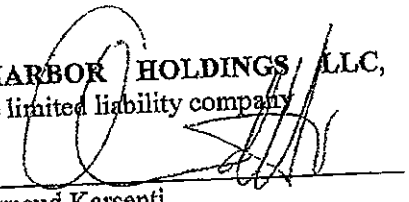
Signed in the presence of:

Witnesses:


Print Name: TIM SANDERS


Print Name: ALEX PETRIS

BHH:


BAY HARBOR HOLDINGS, LLC, a
Delaware limited liability company

By: _____
Name: Arnaud Karsenti
Title: Authorized Representative

Date: 6/18, 2014

Witnesses:

Print Name: Dulce Juez

Print Name: DAMIAN AVALOS

9770::

9770 E BAY HARBOR PROPERTIES
LLC, a Florida limited liability company

By: [Signature]

Name: HERVE BARONA

Title: Manager

EXHIBIT A TO TDR AGREEMENT
THE PROPERTY

PARCEL ONE

Lot 1, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL TWO

Lot 2, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels One and Two a/k/a 9700 East Bay Harbor Drive, Bay Harbor Islands, Florida.
Folio Number: 13-2227-001-2090)

PARCEL THREE

Lot 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(a/k/a 1050 98th Street, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2091)

PARCEL FOUR

Lot 24, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL FIVE

Lot 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels Four and Five a/k/a 9800 East Bay Harbor Drive, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2080)

EXHIBIT B TO TDR AGREEMENT

TDR Deed

*This instrument prepared by,
and after recording return to:*

Eduardo M. Soto, Esq.
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Miami, Florida 33134

Polio No.

[Space above line reserved for recording office use]

**WARRANTY DEED FOR TRANSFER OF
DEVELOPMENT RIGHTS AND DECLARATION OF RESTRICTIONS**

THIS INDENTURE, made as of the ____ day of _____, 2014 between XXX, whose post office address is _____, Bay Harbor, FL 33154, hereinafter called Grantor, and ABC, LLC, a Florida limited liability company, whose post office address is _____, hereinafter called Grantee:

(wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), to the Grantor in hand paid by the Grantee, the receipt whereof is acknowledged, has granted, bargained and sold to the Grantee and the Grantee and the Grantee's heirs, successors and assigns forever, SIX (6) UNITS OF DEVELOPMENT RIGHTS (the "**Development Rights**") as set forth in the Town of Bay Harbor Island Zoning and Planning Code (the "**Town Code**"), Section _____ and Resolution No. _____ from the following described property (the "**Donor Parcel**") situate, lying and being in Miami-Dade County, Florida to wit:

AND THE GRANTOR DOES HEREBY FULLY WARRANT the title to said Development Rights and will defend the same against the lawful claims of all person, whosoever, and the Grantor hereby represents that the transfer of the Development Rights to the Grantee herein has been approved by the Town of Bay Harbor Islands in accordance with the requirement of the Town Code, avers that the Rights are hereby severed and extinguished from the Donor Parcel.

SAVING AND RESERVING TO THE GRANTOR all other rights to develop the Donor Parcel in accordance with the Town Code, except for the Development Rights that are hereby transferred to the Grantee.

The Development Rights transferred to the Grantee by this instrument are and shall be appurtenant to the following described land now owned by the Grantee (the "Receiving Parcel") unless and until such Development Rights are subsequently transferred in accordance with the provisions of the Town Code:

The use of the Donor Parcel and the Receiving Parcel is hereby restricted to uses permitted under the Town Code, as amended from time to time.

This instrument may be executed in counterparts with the respective original signature pages assembled into one document for recordation in the Public Records of Miami-Dade County.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents effective as of the day and year first above written, with the joinder and consent of the Grantee.

Signed, sealed and delivered in the presence of Witnesses:

Witnesses:

Print name: _____

Print name: _____

By: _____

Name: **NOT FOR EXECUTION**

Title: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by _____, who ☐ is personally known to me or ☐ produced
_____ as identification.

Notary Public

Print name: _____

My commission expires:

JOINDER AND CONSENT BY RECEIVING PARCEL OWNER

The undersigned owner of the Receiving Parcel hereby joins in and consents to the foregoing Warranty Deed for Transfer of Development Rights and Declaration of Restrictions and acknowledges that the same is and shall be binding upon the undersigned owner.

EXECUTED by the undersigned on the _____, day of _____, 2014, to be effective on the date first written above.

Signed, sealed and delivered in the presence of Witnesses:

Witnesses:

Print name; _____

By: _____

Print name; _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, who ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public

My commission expires:

Print name: _____

EXHIBIT B TO TDR AGREEMENT

TDR Deed

*This instrument prepared by,
and after recording return to:*

Eduardo M. Soto, Esq.
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Miami, Florida 33134

Folio No.

[Space above line reserved for recording office use]

**WARRANTY DEED FOR TRANSFER OF
DEVELOPMENT RIGHTS AND DECLARATION OF RESTRICTIONS**

THIS INDENTURE, made as of the ____ day of _____, 2014 between XXX, whose post office address is _____, Bay Harbor, FL 33154, hereinafter called Grantor, and ABC, LLC, a Florida limited liability company, whose post office address is _____, hereinafter called Grantee:

(wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), to the Grantor in hand paid by the Grantee, the receipt whereof is acknowledged, has granted, bargained and sold to the Grantee and the Grantee and the Grantee's heirs, successors and assigns forever, SIX (6) UNITS OF DEVELOPMENT RIGHTS (the "**Development Rights**") as set forth in the Town of Bay Harbor Island Zoning and Planning Code (the "**Town Code**"), Section _____ and Resolution No. _____ from the following described property (the "**Donor Parcel**") situate, lying and being in Miami-Dade County, Florida to wit:

AND THE GRANTOR DOES HEREBY FULLY WARRANT the title to said Development Rights and will defend the same against the lawful claims of all person, whosoever, and the Grantor hereby represents that the transfer of the Development Rights to the Grantee herein has been approved by the Town of Bay Harbor Islands in accordance with the requirement of the Town Code, avers that the Rights are hereby severed and extinguished from the Donor Parcel.

SAVING AND RESERVING TO THE GRANTOR all other rights to develop the Donor Parcel in accordance with the Town Code; except for the Development Rights that are hereby transferred to the Grantee.

The Development Rights transferred to the Grantee by this instrument are and shall be appurtenant to the following described land now owned by the Grantee (the "Receiving Parcel") unless and until such Development Rights are subsequently transferred in accordance with the provisions of the Town Code;

The use of the Donor Parcel and the Receiving Parcel is hereby restricted to uses permitted under the Town Code, as amended from time to time.

This instrument may be executed in counterparts with the respective original signature pages assembled into one document for recordation in the Public Records of Miami-Dade County.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents effective as of the day and year first above written, with the joinder and consent of the Grantee.

Signed, sealed and delivered in the presence of Witnesses:

Witnesses:

Print name: _____

By: _____
Name: **NOT FOR EXECUTION**
Title: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, who ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public

Print name: _____

My commission expires:

JOINDER AND CONSENT BY RECEIVING PARCEL OWNER

The undersigned owner of the Receiving Parcel hereby joins in and consents to the foregoing Warranty Deed for Transfer of Development Rights and Declaration of Restrictions and acknowledges that the same is and shall be binding upon the undersigned owner.

EXECUTED by the undersigned on the ____, day of ____, 2014, to be effective on the date first written above.

Signed, sealed and delivered in the presence of Witnesses:

Witnesses:

Print name: _____

By: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, who [] is personally known to me or [] produced _____ as identification.

Notary Public

Print name: _____

My commission expires:

July 25, 2014



Town Council

Robert H. Yaffe
Mayor

Jordan W. Leonard
Vice-Mayor

Stephanie Bruder
Council Member

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Solange M. Rousselot
Council Member

Isaac Salver
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

Marlene Marante, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

RE: PROPOSED NEW MULTI -FAMILY
Transfer of Development Rights
1050 - 98 Street

Dear Ms. Marante:

As per you request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS

1. Exterior paint (good condition - can use some touch up paint)
2. Pool/Recreation (NO POOL)
3. Landscaping (good condition)
4. Steps/Railings (good condition)
6. Windows (multiple style - Awning and Casement) good condition
7. Roof (good condition)

PLUMBING REPAIRS

1. Plumbing at rear (West Side) of building must be properly capped and plugged.

MECHANICAL REPAIRS ~ No Repairs required

ELECTRICAL REPAIRS ~ No Repairs required

This building was build in 1951. The building was re-certified in 2004. The re-certification from 2011 is pending from Miami-Dade County Property Appraisers office.

Attached are pictures for your records pertaining to the site.

If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee,
Chief Building Official

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



October 25, 2004

Building Code Compliance Office
Metro- Dade Flagler Building
140 West Flagler St. Suite 1603
Miami, Fla 33130-1563

Gentlemen:

According to our records the following properties have **complied** with the 40 years re-certification in accordance with Ordinance #75-34 amended by Ordinance 92-1.

Town Council

Isaac Salver
Mayor

Peter G. Lynch
Vice-Mayor

George C. Reycraft
Councilman

Jill R. Serfaty
Councilwoman

Ileene S. Wallace
Councilwoman

Kenneth Weinstein
Councilman

Robert H. Yaffe
Councilman

Owner: T & C Associates, LTD
Property Address: 10201 E. Bay Harbor Drive
Folio: #13-2227-001-0850
Lot 8 / Block 4

Owner: T & C Associates, LTD
Property Address: 1050 - 98 Street
Folio: #13-2227-001-2091
Lot 3 / Block 10

Owner: T & C Associates, LTD
Property Address: 9800-50 E. Bay Harbor Drive
Folio: #13-2227-001-2080
Lot 24-25 / Block 9

Town Officials

Greg Tindle
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

John S. Ross
Chief of Police

Alan K. Short
Finance Officer

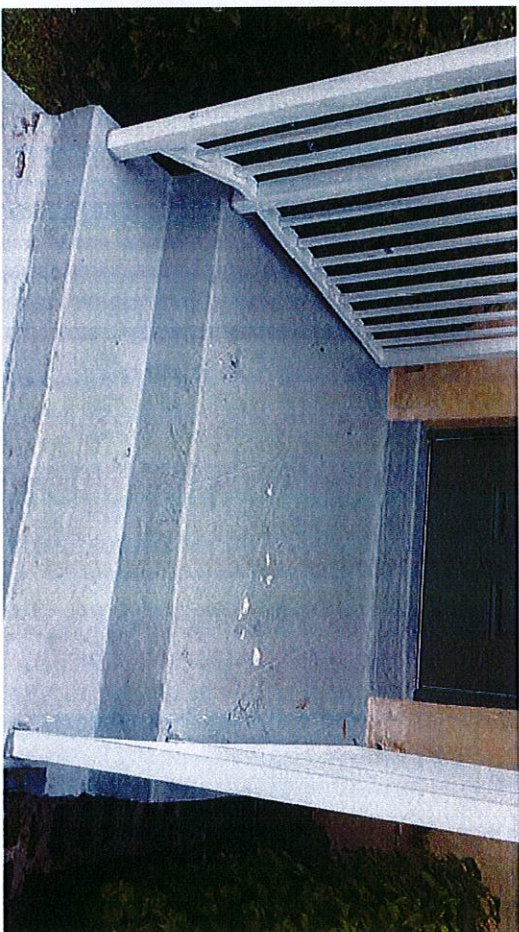
Owner: T & C Associates, LTD
Property Address: 9770-90 E. Bay Harbor Drive
Folio: #13-2227-001-2090
Lot 1-2 / Block 10

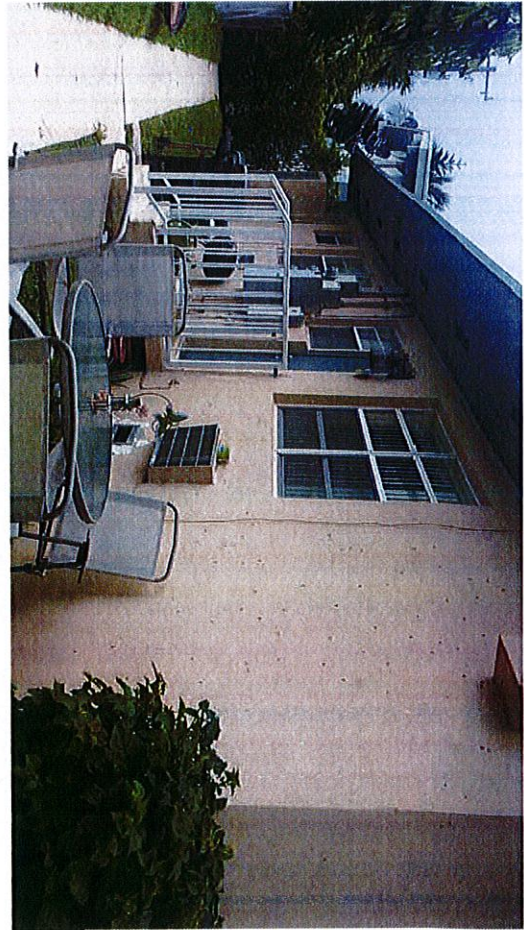
Owner: T & C Associates, LTD
Property Address: 10231 E. Bay Harbor Drive
Folio: #13-2227-001-0840
Lot 6-7 / Block 4

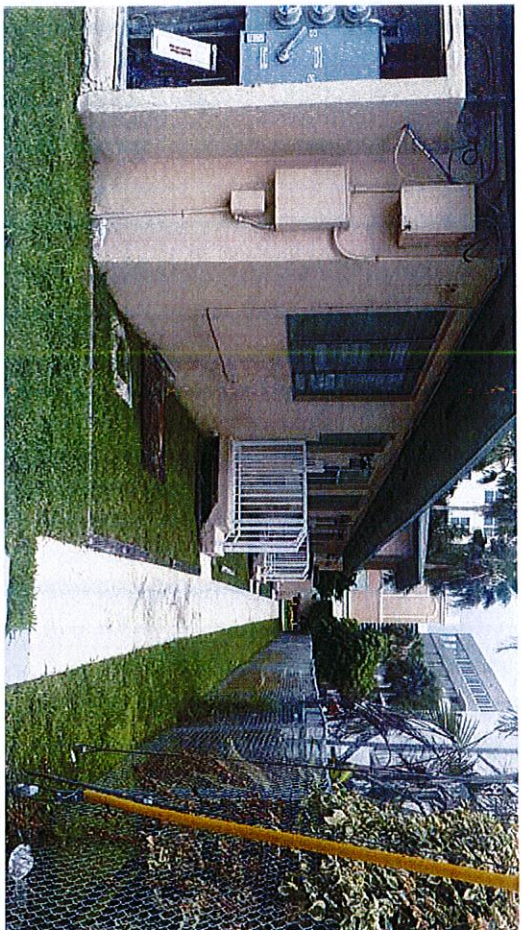
If you have any questions, please contact the Building Department at (305) 993-1786.

Sincerely Yours,

Ayanidys J. Marante
Ayanidys J. Marante
Building Department Clerk







Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: July 23, 2014

Property Address: Town & Country Apartments
1050 98 Street
Bay Harbor Islands, FL 33154



Front view of the property- No violation(s) observed.



Southeast view of the property- No violation(s) observed.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



Garbage enclosure facing 98 street is in disrepair.

Sec. 9-3. The town shall have the right at all reasonable times to inspect the location and condition of all waste storage facilities including all containers to insure that they comply with the provisions of this chapter, the Code, applicable law, and the rules and regulations of the town. The town shall have the right to require relocation or removal of any facilities, including containers, which do not comply with this chapter.



View of the property from 98 street- Planters located in front of the property are dirty and need to be pressure cleaned.

24-9 All exterior surfaces subject to deterioration shall be properly maintained and protected from the elements by paint or other approved protective coating applied in a workmanlike fashion

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



Windows throughout apartment 1W are broken and do not open and close.

24-9(b) Every building shall be reasonably weather tight and rodent-proof. Floors, walls, ceilings and roofs shall be capable of affording adequate shelter and privacy and shall be kept in good repair. Windows and exterior doors shall be reasonably weather tight, watertight and rodent-proof and shall be maintained in good working condition.



Air conditioning unit does not maintain a continual temperature range between 70 degrees and 76 degrees in unit 1W.

24-14(h)... Where air conditioning is provided and individually controlled by thermostat it shall be the duty and responsibility of such owner to maintain all such units so as to be capable of maintaining a continual temperature range between 70 degrees and 76 on a 24 hour basis....

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



Found railings located at the back door of the unit are broken throughout the property.

23-12(1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public. Without limiting the foregoing, the following shall constitute a nuisance: deteriorated railings.....



Found a dryer vent has not been properly screened.

24-8 (d) Every door, window or other device opening to outdoor space and used or intended to be used for ventilation shall be provided with an approved type of screen for protection against mosquitos, flies and other insects.

be

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



Found exterior back doors are rotted throughout the property.

24-9(b) Every building shall be reasonably weather tight and rodent-proof. Floors, walls, ceilings and roofs shall be capable of affording adequate shelter and privacy and shall be kept in good repair. Windows and exterior doors shall be reasonably weather tight, watertight and rodent-proof and shall be maintained in good working condition.....



Found wall around crawl space throughout the property needs to be painted.

24-9 All exterior surfaces subject to deterioration shall be properly maintained and protected from the elements by paint or other approved protective coating applied in a workmanlike fashion

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



Found a bed stored behind the property.

23-12 No weeds, brush or other unsightly growths, shall be permitted to grow or remain upon the land in the town, and no refuse pile or garbage pile or unsightly objects including.....



BAY HARBOR
HOLDINGS, LLC.

150 SE 2ND AVENUE, SUITE 800
MIAMI, FL 33133

PALMS OF BAY HARBOR - EAST

10201 - 10231 EAST BAY HARBOR DRIVE
BAY HARBOR ISLAND, FLORIDA 33154

DRC SUBMITTAL
DECEMBER 23RD, 2013
REV. 1 JANUARY 31ST, 2014



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

UNIT BREAKDOWN					
Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq.ft)	Sub-Total Area
	A	4	1	2,018	2,018
	B	2	1	1,560	1,560
	C	3	1	1,822	1,822
	D	3	1	1,679	1,679
	1/Den		1	1,135	1,135
Second Level	H	2	1	1,754	1,754
Total Level 2			6		9,968

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq.ft)	Sub-Total Area
	A	4	1	2,018	2,018
	B	2	1	1,560	1,560
	C	3	1	1,822	1,822
	D	3	1	1,679	1,679
	F	1	1	1,135	1,135
Third Level	G	4	1	2,289	2,289
Total Level 3			6		10,503

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq.ft)	Sub-Total Area
	A	4	1	2,018	8,072
	B	2	1	1,560	6,240
	C	3	1	1,822	7,288
	D	3	1	1,679	6,716
	E	3	1	1,790	7,160
	F	1	1	1,135	4,540
Fourth to Seventh Level	G	4	1	2,289	9,156
Total Level 4-7			7	12,293	
Total x4 Levels			28		49,172

Total Number of Units	40
Total Unit Area	69,643

INDEX OF DRAWINGS

Sheet	Description	Sheet	Description
ARCHITECTURE		LANDSCAPE	
Cover Sheet			
A-0.01	Project Data & Index of Drawings	LT-1	Tree Disposition Plan
1	Survey	LP-1	Ground Level Planting Plan
A-0.02	North Aerial View	LP-2	Lower Roof - Pool Deck Planting Plan
A-0.03	West Aerial View	LP-3	Planting Detail
A-0.04	Subject Elevation in Context	LP-4	Elevations
A-0.05	Land Use Designation Plan	LP-5	Elevations
A-0.06	Building Articulation Scheme		
A-0.07	Aerial View of Project in Context		
A-0.08	Aerial View of Project in Context	CIVIL	
A-1.00	Site Context Plan		
A-1.00-A	Site Plan	C-1	Paving, Grading and Drainage
A-1.01	Lower Level Floor Plan		Ground Level Plan
A-1.02	Site / 1st Level Floor Plan	C-2	Paving, Grading and Drainage
A-1.03	2nd Level Floor Plan		Garage Level Plan
A-1.04	3rd Level Floor Plan	C-3	Water and Sewer Plan
A-1.05	4th Level Floor Plan		
A-1.06	5th Level Floor Plan		
A-1.07	6th Level Floor Plan		
A-1.08	7th Level Floor Plan		
A-1.09	Lower Roof / Pool Deck Plan		
A-2.00	East Elevation		
A-2.01	West Elevation		
A-2.02	South Elevation		
A-2.03	North Elevation		
A-2.04	Perspective Rendering - East View		
A-2.05	Perspective Rendering - West View		
A-2.06	Perspective Rendering - Southwest View		
A-3.00	Building Section		

ZONING SUMMARY

10201 EAST BAY HARBOR DRIVE

LOT AREA 33,750 S.F +/- 0.7748 ACRES / 0.775 ACRES WHEN 11 FOOT AREA IS VACATED

LEGAL DESCRIPTION

Lot 8, Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida. AND Lots 6 and 7, (LESS West 11 feet of Lots 6 and 7), in Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

FLOOD ELEVATION

THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 10.0' NGVD
CROWN OF THE ROAD 4.8 NGVD

RM1 - MULTI FAMILY RESIDENTIAL

ZONING CLASSIFICATION

DISTRICT (WATERFRONT LOTS)

FLR

ALLOWABLE

PROPOSED

(DETERMINED BY THE SETBACKS)

N/A

MAXIMUM DENSITY

34 UNITS PER NET ACRE

34

.77

26

40 (14 TDRs REQUIRED) WILL RESULT ON 51.62 DUA

SETBACKS

REQUIRED

PROPOSED

PRINCIPAL FRONTAGE (E. BAY HARBOR DR.)

Buildings less than 30 feet in height. 20 feet

Buildings less than 45 feet in height. 25 feet

Buildings less than 75 feet in height. 30 feet

20'-0" Bellow 30 feet. 30'-0" Above 30 feet

SIDE SETBACK

maximum setback shall be 25 feet

Buildings less than 30 feet in height. 10 feet

MAX. 25'-0" Above 30 feet

10 feet bellow 30 feet; 25 feet above 30 feet

REAR SETBACK (WATERFRONT)

20'-0"

20'-0"

FLEX SETBACK (SIDES)

BUILDING

ALLOWABLE (Feet)

PROPOSED (Feet)

LENGTH

MAXIMUM ALLOWED 1/3 OF LENGTH OF

BUILDING

110'-0"

36'-8"

36'-8"

FRONT FLEX @ E. BAY HARBOR DRIVE

193'-2"

64'-4"

62'-9"

MAXIMUM HEIGHT

MAXIMUM BUILDING HEIGHT

ALLOWABLE

75 feet above BFE

PROPOSED

74'-2" above BFE

OPEN SPACE REQUIREMENT

20% OF LOT AREA MINIMUM

33,750

X

20

REQUIRED

6,750 SF

PROPOSED

7,071 SF = 21%

ROOF DECK LANDSCAPE REQUIREMENTS

15% OF ROOF AREA MINIMUM

12,924

X

15

REQUIRED

1,939 SF

PROPOSED

3,044 SF = 23.5 %

LOT COVERAGE

(PERIMETER DETERMINED BY THE

SETBACKS)

ALLOWABLE

DETERMINED BY SETBACKS

PROPOSED

22,140 SF

BUILDING LENGTH

THE MAXIMUM OVERALL LENGTH OF ANY SINGLE BUILDING IN A LINEAR SHAPE WITH

NO BREAKS OR ANGLES GREATER THAN 15

DEGREES SHALL NOT EXCEED 205 FEET.

≤ 205 feet without breaks

205 feet in length

BREEZEWAY

A BUILDING MAY EXCEED 120' FEET IN LENGTH IF BREEZEWAYS

DIVIDE SUCH BUILDING. SUCH

BREEZEWAYS SHALL HAVE A MINIMUM

UNOBSTRUCTED WIDTH, COMPLETELY

THROUGH THE BUILDING, OF 20' FEET.

216'-2" w/ith a 25'-6" foot breezew ay

PARKING SPACE REQUIREMENTS

RESIDENTIAL - 2 PER DWELLING UNIT

MINIMUM & DROP-OFF AREA

REQUIRED

80

PROPOSED

ON-SITE 81

TOTAL PARKING SPACES (INCLUDING 2 H.C.

SPACES) & DROP-OFF AREA

81



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:

PALMS OF BAY
HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

BAY HARBOR
HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

PROJECT DATA /
INDEX OF DRAWINGS

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014
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DATE: 12-23-13

JOB NO. 2013-80

DRAWN BY MC

APPR BY AMC

FILE 2013-80

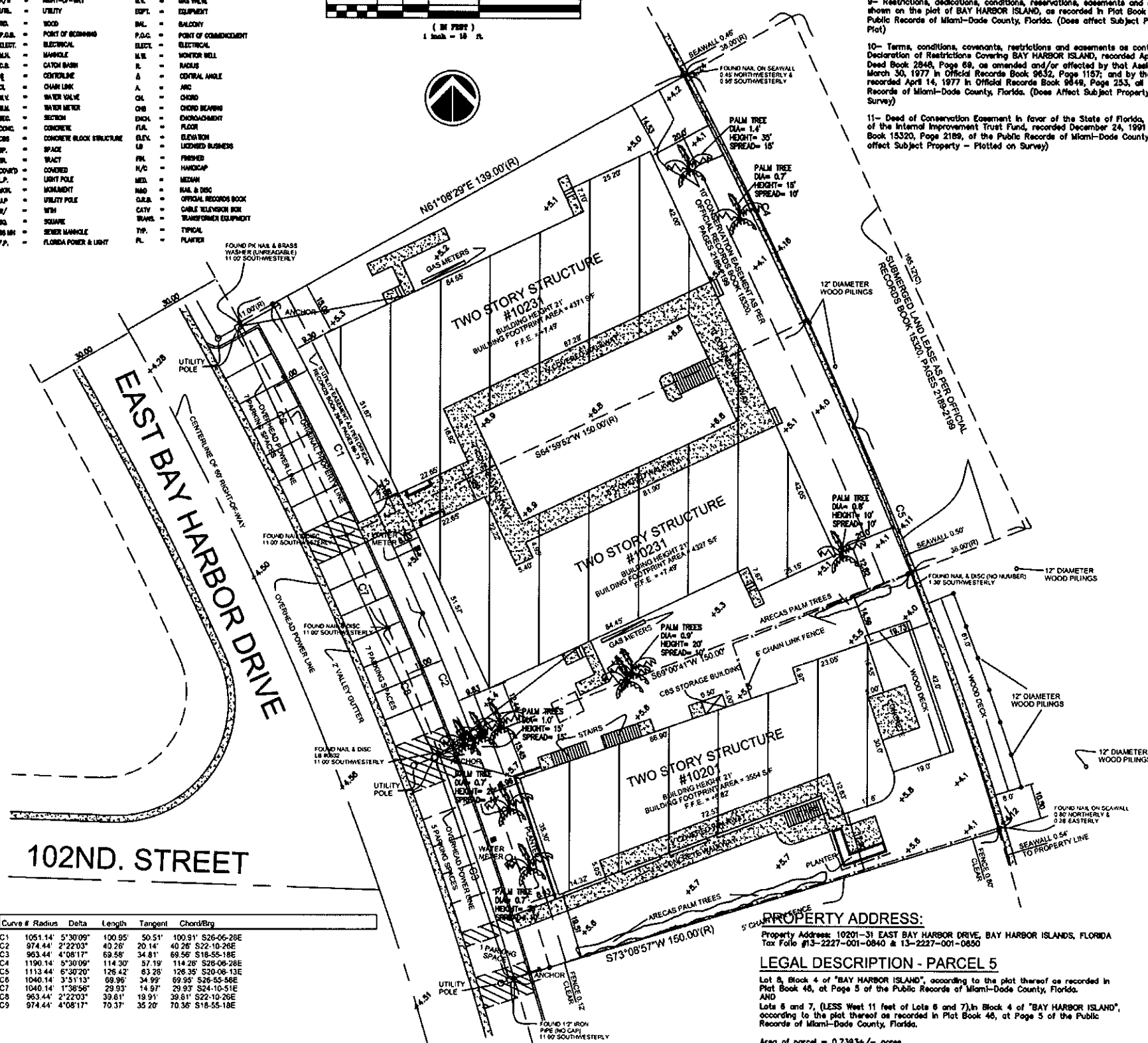
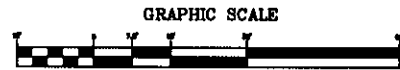
SHEET NUMBER:

A-0.01

ALTA/ACSM LAND TITLE SURVEY

ABBREVIATIONS:

Q/A	OVERHEAD ELECTRIC	F.E.C.	FLORIDA EAST COAST
P.B.	PLAT BOOK	R.A.	RAILROAD
P.L.	PAGE	T.E.	TELEPHONE
R/W	RIGHT-OF-WAY	L.S.	LIFT STATION
U.V.	UTILITY	G.V.	GAS VALVE
W.	WOOD	E.P.T.	EQUIPMENT
P.A.B.	POINT OF BEGINNING	P.O.C.	POINT OF COMMENCEMENT
E.L.E.	ELECTRICAL	E.L.E.	ELECTRICAL
M.A.	MANHOLE	M.W.	MONITOR WELL
C.B.	CATCH BASIN	R.	RADIUS
C.	CORNER	A.	CENTRAL ANGLE
G.	GUY WIRE	A.	ARC
S.V.	SWAY VALVE	C.R.	CHORD
S.M.	WATER METER	C.R.	CHORD BEARING
S.E.	SECTION	E.C.	ENCROACHMENT
C.C.	CONCRETE	F.L.	FLOOR
C.B.S.	CONCRETE BLOCK STRUCTURE	E.L.	ELEVATION
S.P.	SPACE	L.B.	LOCKED BUSINESS
T.R.	TRACT	P.R.	PREPARED
C.O.V.D.	COVERED	N/C	NOTHING
L.P.	LIGHT POLE	M.E.	MEDIAN
M.O.R.	MONUMENT	N.M.	NAIL & DISC
U.P.	UTILITY POLE	O.R.B.	OFFICIAL RECORDS BOOK
W.	WIRE	C.T.V.	CABLE TELEVISION WIRE
S.G.	SQUARE	T.W.	TRANSFORMER EQUIPMENT
S.B.M.	SEWER MANHOLE	T.P.	TYPICAL
F.P.	FLORIDA POWER & LIGHT	P.L.	PLANTER



TITLE REVIEW NOTES:

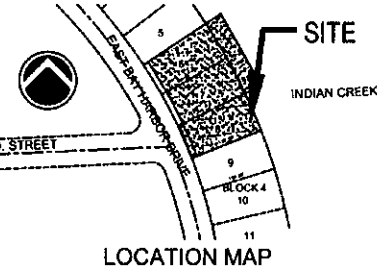
SCHEDULE B - SECTION 1

TITLE COMMITMENT PROVIDED BY:
FIRST AMERICAN TITLE INSURANCE COMPANY
Commitment No.: 1082-2858469, effective date: November 1, 2012 @ 11:59 PM
Items 1 through 6: "General & Special Exceptions". No other exceptions noted for Subject Parcel.

9- Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BAY HARBOR ISLAND, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida. (Does affect Subject Property - Record Plat)

10- Terms, conditions, covenants, restrictions and easements as contained in that Declaration of Restrictions Covering BAY HARBOR ISLAND, recorded April 19, 1947 in Deed Book 2848, Page 68, as amended and/or affected by that Assignment recorded March 30, 1977 in Official Records Book 9632, Page 1167; and by that Notice to Extend recorded April 14, 1977 in Official Records Book 9648, Page 253, all of the Public Records of Miami-Dade County, Florida. (Does affect Subject Property - Plotted on Survey)

11- Deed of Conservation Easement in favor of the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, recorded December 24, 1991 in Official Records Book 13320, Page 2189, of the Public Records of Miami-Dade County, Florida. (Does affect Subject Property - Plotted on Survey)



SURVEYOR'S NOTES:

- The Legal Description to the Property was obtained from FIRST AMERICAN TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances.
- An examination of Commitment issued by FIRST AMERICAN TITLE INSURANCE COMPANY Commitment File No. 1082-2858469, effective date: November 1, 2012 @ 11:59 PM, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.

4) Accuracy:
The expected use of the land, as classified in the Minimum Technical Standards (MS-17FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.

5) All measurements shown hereon are made in accordance with the United States Standard Feet.

6) Foundations and/or footings that may cross beyond the boundary line of the parcel herein described are not shown hereon.

7) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.

8) ZONING INFORMATION:
Zoning Classification: RM-2 (Multi-Family District)

BUILDING SETBACKS:
- Front yard setback: All lots in the RM-2 Multiple Family areas shall have a minimum front yard setback as follows: (a) Buildings less than 30 feet in height. Twenty feet.

(b) Buildings less than 45 feet in height. Twenty-five feet.
(c) Buildings less than 65 feet in height. Thirty feet.

- Rear yard setback: All lots in the RM-2 Multiple Family areas shall have a minimum rear yard setback as follows:
(a) Buildings less than 30 feet in height. Ten feet.

(b) Buildings less than 45 feet in height. Twenty feet.
(c) Buildings less than 65 feet in height. Twenty-five feet.

- Side yard setbacks: All lots in the RM-2 Multiple Family areas shall have minimum side yard setbacks as follows:
(a) Buildings less than 30 feet in height. Ten feet.

(b) Buildings less than 45 feet in height. Twenty feet.
(c) Buildings less than 65 feet in height. Twenty-five feet.

9) Undergound utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.

10) The surveyor does not determine fence and/or wall ownership.

11) Generate subject to: OPINION OF TITLE
12) Type of Survey: ALTA/ACSM LAND TITLE SURVEY.

13) The North arrow and Bearings shown hereon are based on an assumed bearing of N81°08'29\"/>

14) Flood Zone Data: Community/ Parcel #120637/0144/L Dated: 09/11/2009
Flood Zone: "AE" Base Flood Elevation = +10.0'
(1929 Mean Sea Level)

15) Elevation shown hereon are relative to National Geodetic Vertical Datum (1929 Mean Sea Level)

16) Benchmark Used: Miami-Dade County Benchmark.

17) Total Available Parking: 20 standard spaces.
18) Legal Description shown hereon as per above noted title commitment.
19) Subject property has access to a public right-of-way: East Bay Harbor Drive.
20) All visible above ground utilities noted on survey sketch.
21) This PLAN OF SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed parties.

SURVEYOR'S CERTIFICATE:

THIS SURVEY CERTIFIED TO:

- Bay Harbor Holdings, LLC
- Sabadell United Bank, N.A. Its successors and/or assigns as their interest may appear
- First American Title Insurance Company
- Brood and Cassel

I hereby certify that on June 5, 2013, an accurate survey of the premises shown on this sketch of survey was made under my supervision, that this survey meets the minimum technical standards for land boundary surveys set forth in the "2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS, that all buildings and other structures on the premises and their relation to the property lines are correctly shown, and that there are no encroachments, overlaps, boundary line disputes, recorded easements (or unrecorded claims of easements visible on the ground) other than those shown hereon.

Copies of this survey are invalid unless embossed with the seal of the signing professional surveyor and mapper. Said embossed copies are for the specific use of those entities that the survey has been certified to.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 6432

BY:

PABLO J. ALFONSO, Professional Surveyor & Mapper No. 5880
State of Florida
Date of Survey: 12/18/2012
Date of Last Revision: 06/05/2013 (ELEVATIONS)

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6082 / Fax: 305-827-9869

PROPERTY ADDRESS:

Property Address: 10201-31 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA
Tax Folio #13-2227-001-0840 & 13-2227-001-0850

LEGAL DESCRIPTION - PARCEL 5

Lot 5, Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

AND
Lots 6 and 7, (LESS West 11 feet of Lots 6 and 7) in Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

Area of parcel = 0.7393+/- acres

Curve #	Radius	Delta	Length	Tangent	Chord/Brg
C1	1051.14'	5°30'09"	100.95'	50.51'	100.91' S26-06-28E
C2	974.44'	2°22'03"	40.26'	20.14'	40.26' S22-10-26E
C3	963.44'	4°08'17"	69.58'	34.81'	69.58' S18-55-18E
C4	1190.14'	5°30'09"	114.30'	57.19'	114.28' S26-06-28E
C5	1113.44'	6°30'20"	126.42'	63.28'	126.35' S26-08-13E
C6	1040.14'	3°51'13"	69.96'	34.99'	69.95' S26-05-58E
C7	1040.14'	1°36'56"	29.93'	14.97'	29.93' S24-10-51E
C8	963.44'	2°22'03"	39.61'	19.81'	39.61' S22-10-26E
C9	974.44'	4°08'17"	70.37'	35.20'	70.36' S18-55-18E

ROYAL POINT
LAND SURVEYORS, INC.

6175 NW 153rd St., Suite 321, Miami Lakes, FL 33014
TEL: 305-822-6082 • FAX: 305-827-9869

BAY HARBOR HOLDINGS, LLC
10201-31 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA

DRAWN: J.G.
CHECKED: P.J.A.
SCALE: 1" = 15'
FIELD DATE: 06/05/2013
JOB No. RP 13-380-5

SHEET:
1
OF 1 SHEET



CORWILARCHITECTS
4210 LAGUNA ST., CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

NORTH AERIAL VIEW

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

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DATE: 12-23-13

JOB NO: 2013-80

DRAWN BY: MC

APPR BY: AMC

FILE: 2013-80

SHEET NUMBER:

A-0.02



NORTH AERIAL VIEW
N.T.S.





WEST AERIAL VIEW
N.T.S.



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WEST AERIAL VIEW

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JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-0.03



NORTH PROPERTY NEIGHBOR

SUBJECT ELEVATION IN CONTEXT
(EAST BAY HARBOR DRIVE)

SOUTH PROPERTY NEIGHBOR

SUBJECT ELEVATION IN CONTEXT
N.T.S.

SUBJECT ELEVATION IN CONTEXT

PHASE

DRC SUBMITTAL

REVISIONS

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SEAL

[Signature]

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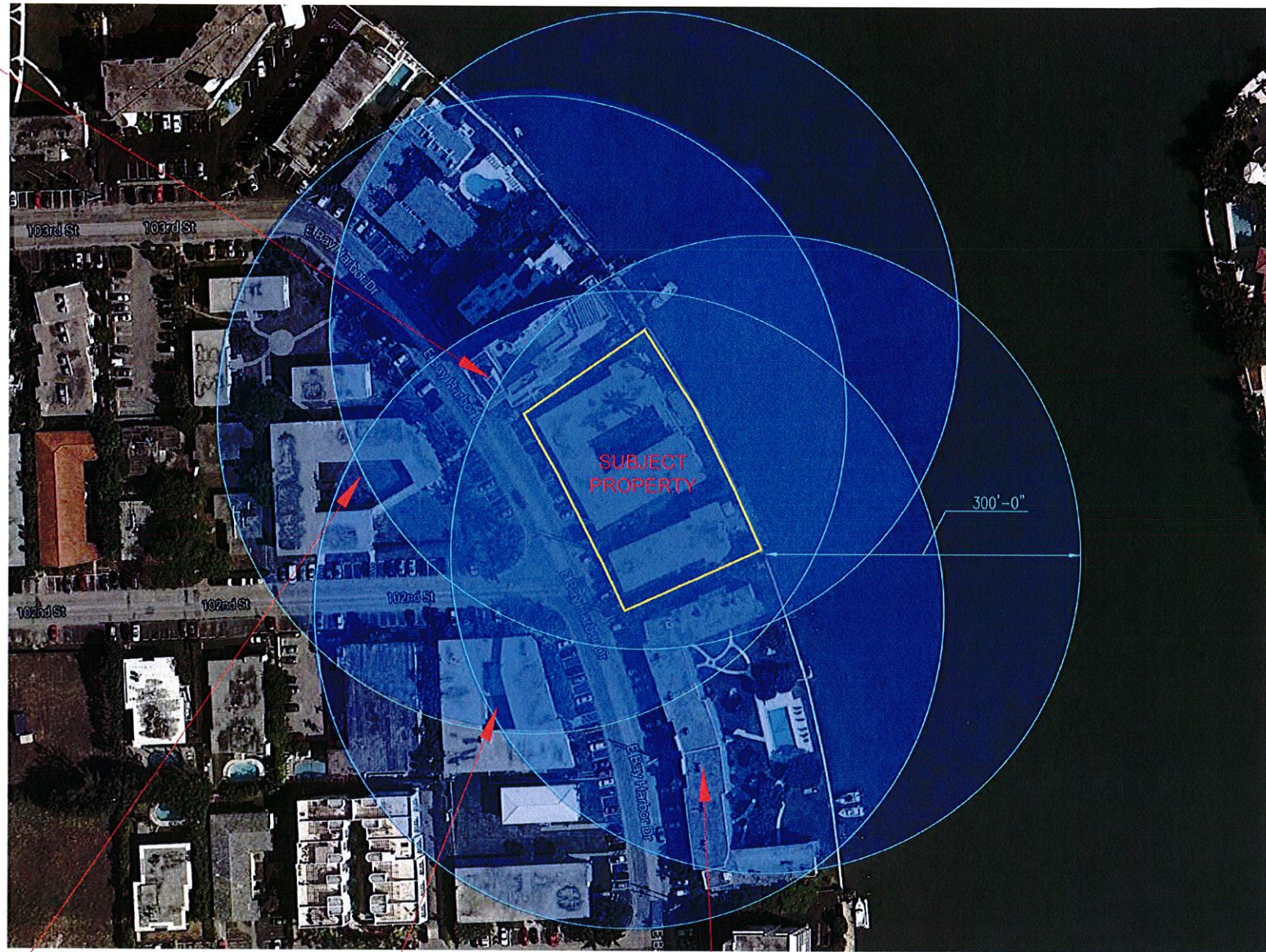
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SHEET NUMBER:

A-0.04

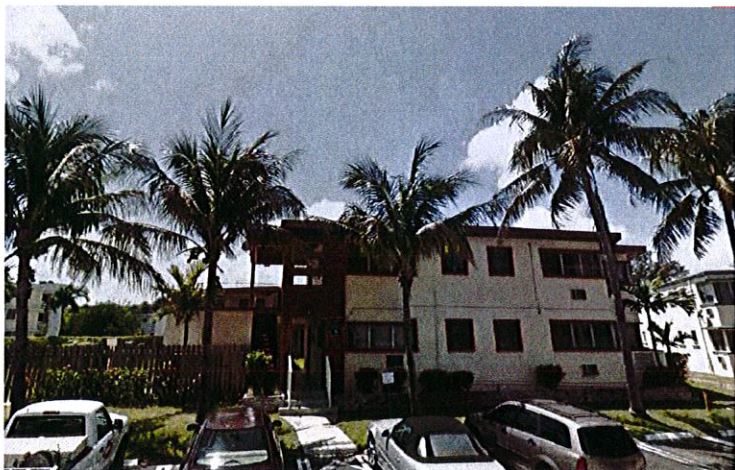


MULTI-FAMILY, RM-1
FLUM: MEDIUM-HIGH DEINSITY
12 STORY

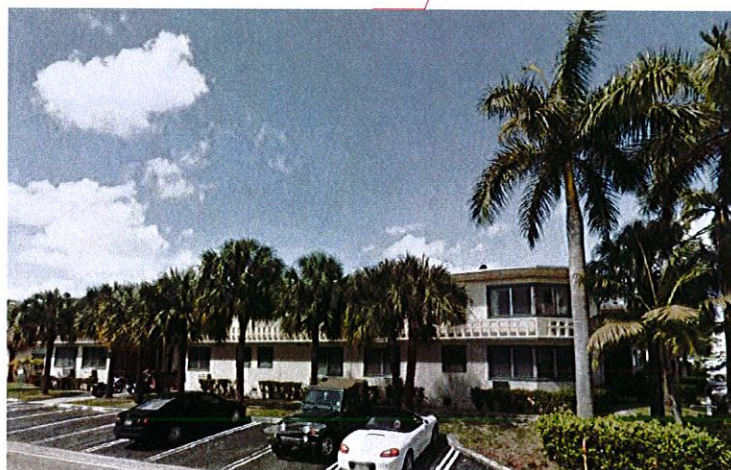


LAND USE DESIGNATION PLAN

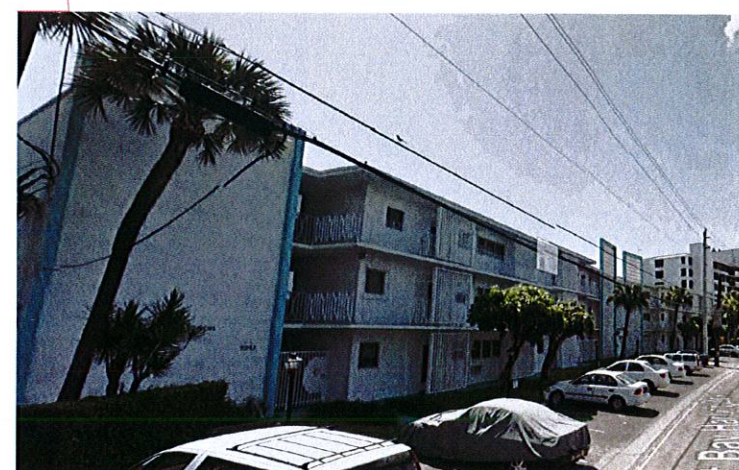
N.T.S.



MULTI-FAMILY, RM-2
FLUM: MEDIUM-HIGH DEINSITY
2 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM-HIGH DEINSITY
2 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM-HIGH DEINSITY
3 STORY



CORWILARCHITECTS
4210 LAGUNA ST., CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

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LAND USE DESIGNATION PLAN

PHASE

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[Signature]
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MIAMI, FL 33131

AERIAL VIEW
PROJECT IN CONTEXT

PHASE

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DRAWN BY: MC

APPR BY: AMC

FILE: 2013-80

SHEET NUMBER:

A-0.07

AERIAL VIEW
N.T.S.





CORWILARCHITECTS
4219 LAGUNA ST., CORAL GABLES FL. 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

**AERIAL VIEW
PROJECT IN CONTEXT**

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

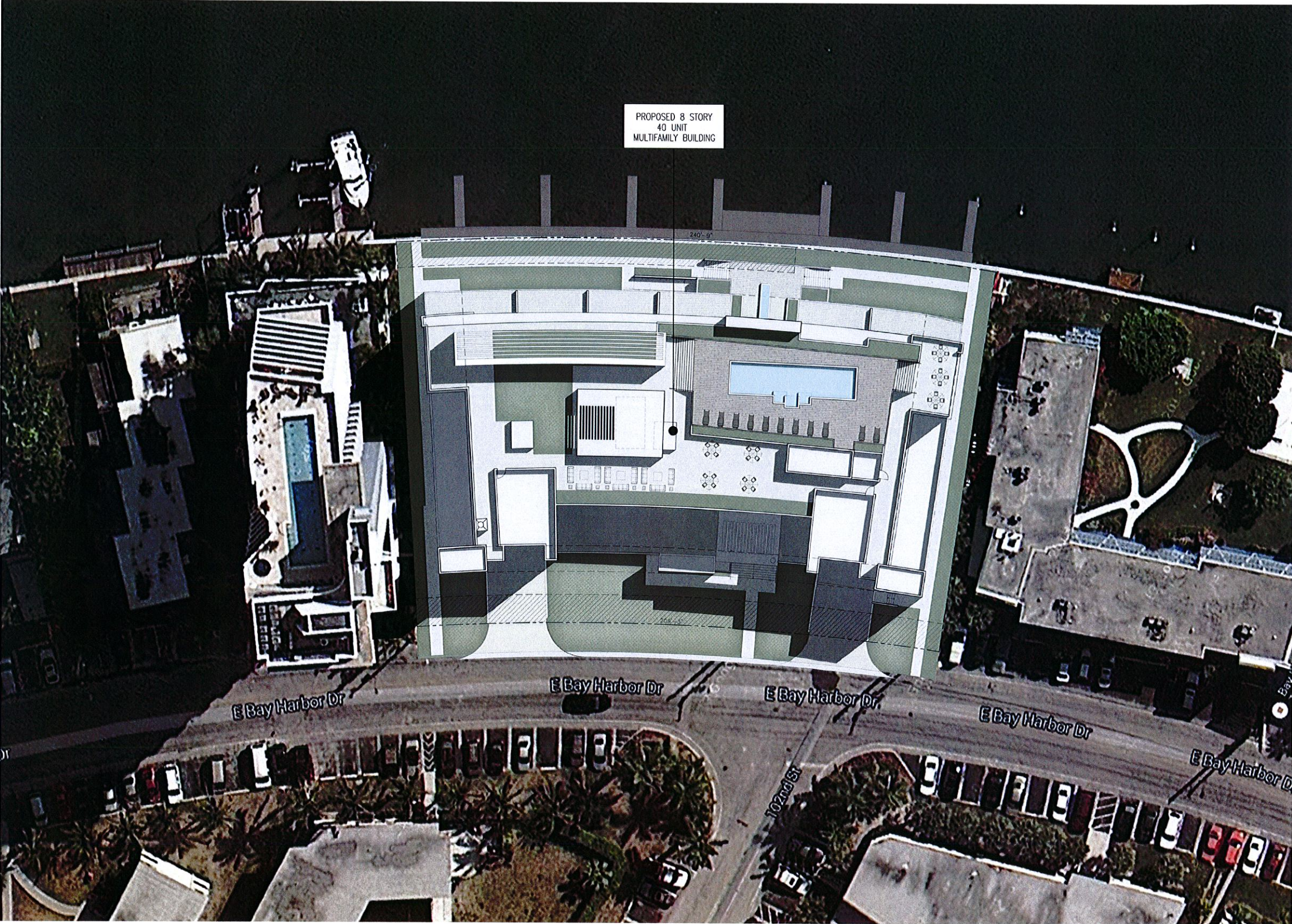
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DATE: 12-23-13
JOB NO. 2013-80
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APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-0.08



AERIAL VIEW
N.T.S.



SITE - CONTEXT PLAN
SCALE: N.T.S.



CORWILARCHITECTS
4210 LAGUNA ST., CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE CONTEXT PLAN

PHASE

DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL

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DATE: 12-23-13
JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-1.00



PROJECT:

**PALMS OF BAY
HARBOR - EAST**
0201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE PLAN

PHASE

DRC SUBMITTAL

REVISIONS

1.01-31-14	DRC COMMENTS
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DATE: 12-23-13

JOB NO. 2013-80

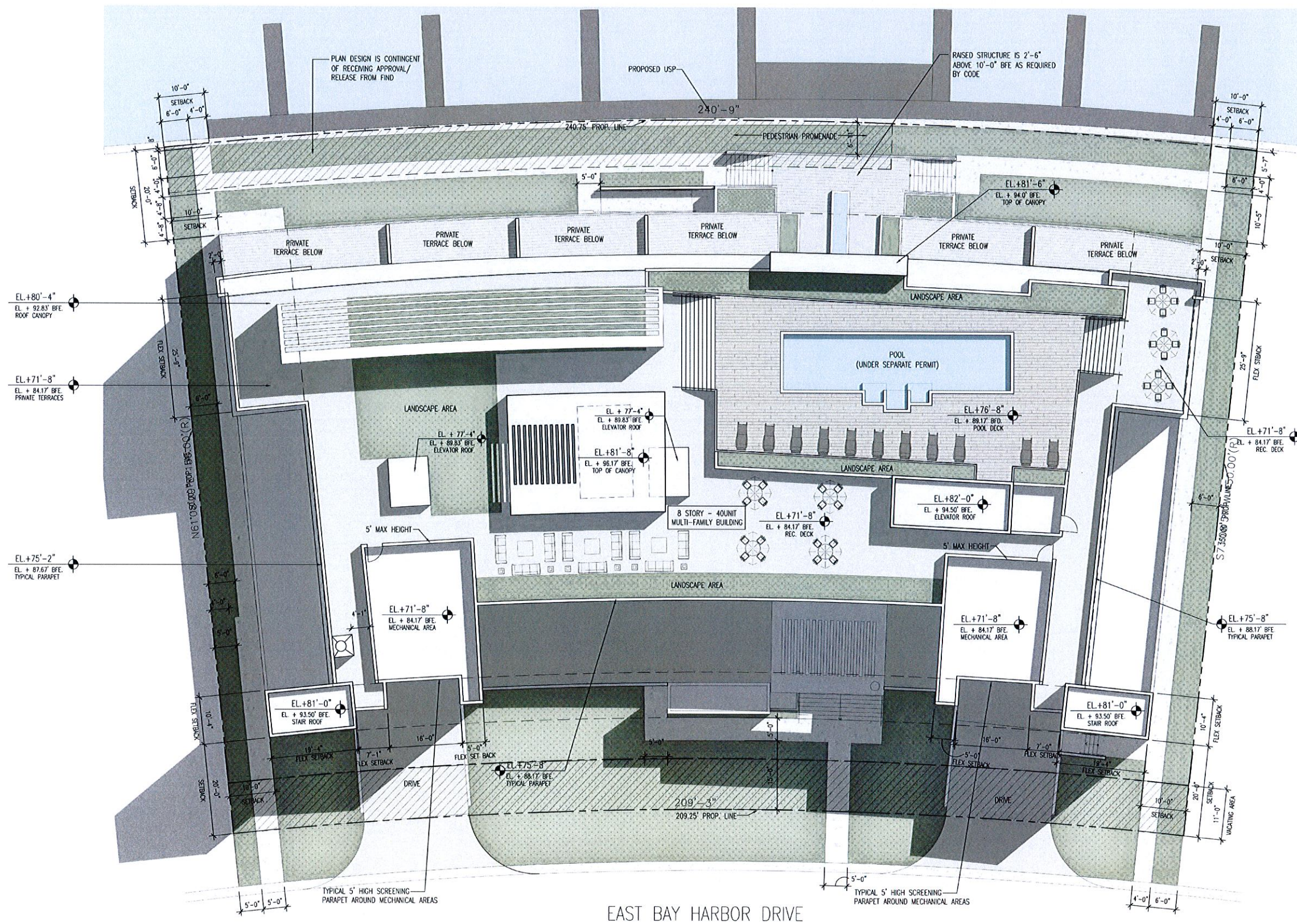
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APPR BY _____ AMC _____

FILE 2013-80

SHEET NUMBER:

A-1.00-A



SITE PLAN

SCALE: $3/32" = 1'-0"$





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

LOWER LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

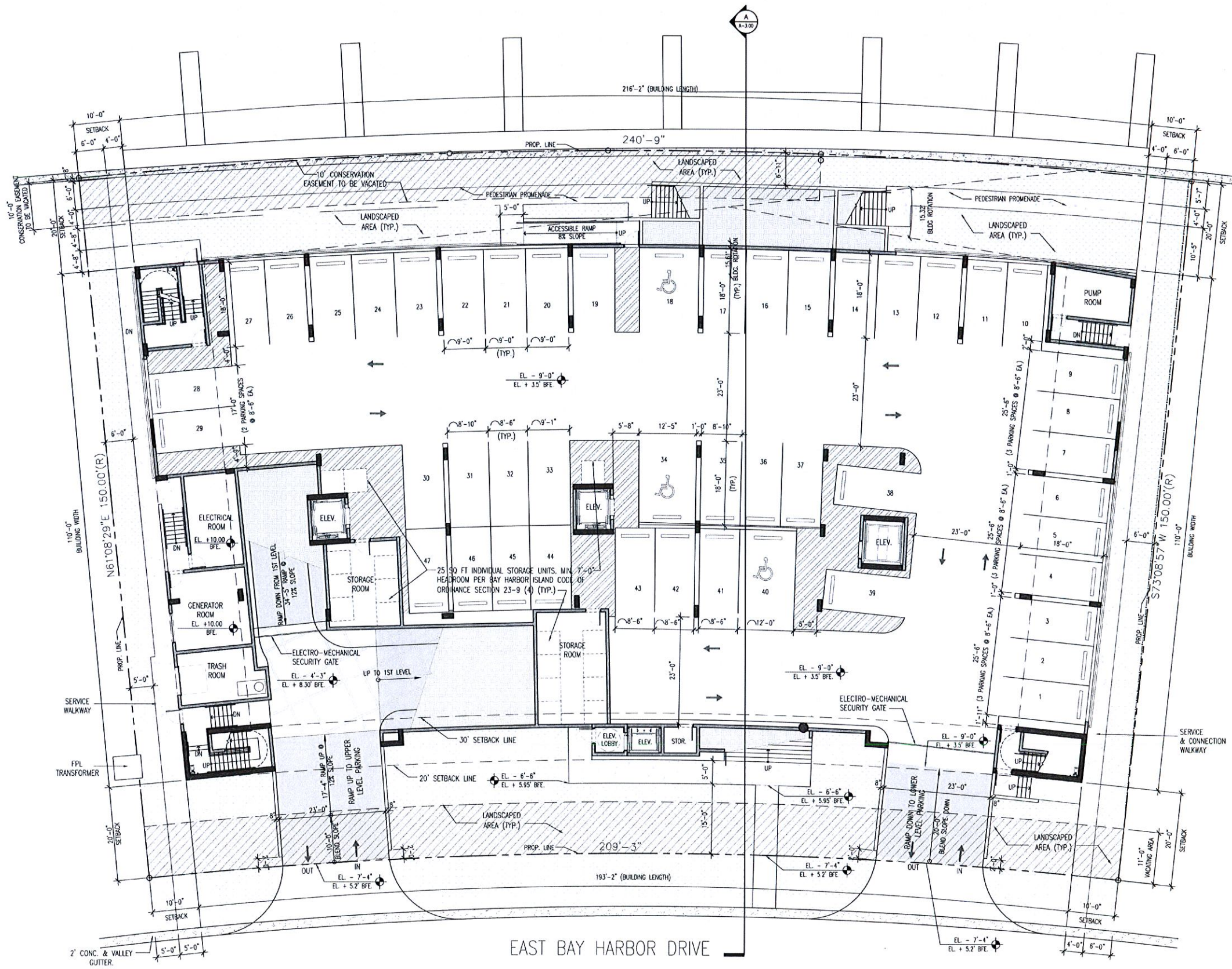
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1. 01-31-14 DRC COMMENTS

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DATE: 12-23-13
JOB NO. 2013-80
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FILE 2013-80
SHEET NUMBER:



LANDSCAPE AREA CALCULATION		
LANDSCAPE AREA REQUIREMENTS: 20% OF LOT AREA	33,750 x 0.20 = 6,750 SQ FT	REQUIRED 6,750 SQ FT
		PROPOSED 7,071 SQ FT = 21%

LOWER LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"

PARKING COUNT	
FLOOR	QUANTITY
LOWER LEVEL	STANDARD PARKING 44 HC ACCESSIBLE PARKING 3
TOTAL	47



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE / 1ST LEVEL FLOOR PLAN

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

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DATE: 12-23-13

JOB NO.: 2013-80

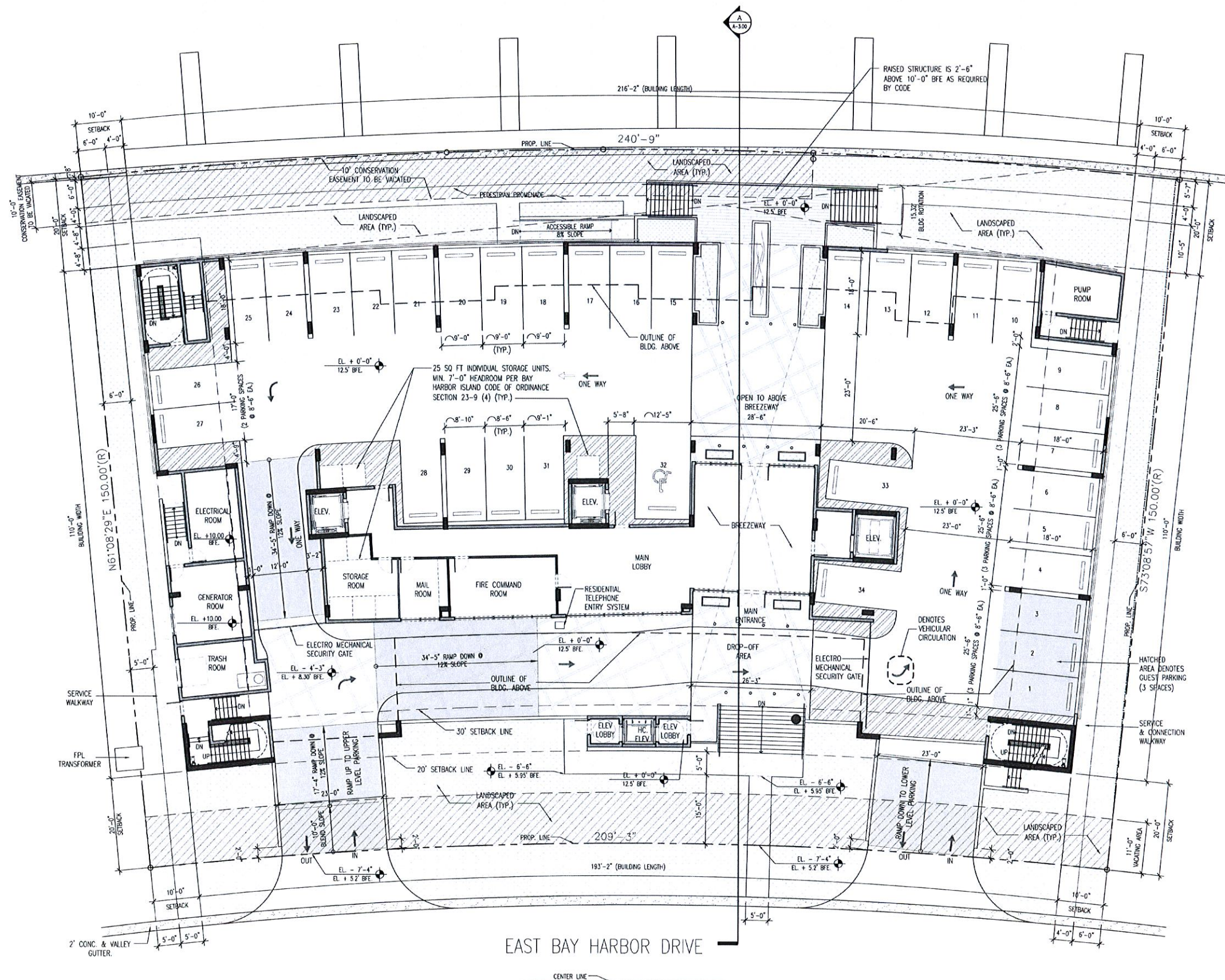
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APPR BY: AMC

FILE: 2013-80

SHEET NUMBER:

A-1.02



LANDSCAPE AREA CALCULATION		
LANDSCAPE AREA REQUIREMENTS: 20% OF LOT AREA	33,750 x 0.20 = 6,750 SQ FT	REQUIRED 6,750 SQ FT
		PROPOSED 7,071 SQ FT = 21%

SITE / 1ST LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"

PARKING COUNT	
FLOOR	QUANTITY
1st LEVEL	STANDARD PARKING 33 HC ACCESSIBLE PARKING 1
TOTAL	34



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

2ND LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

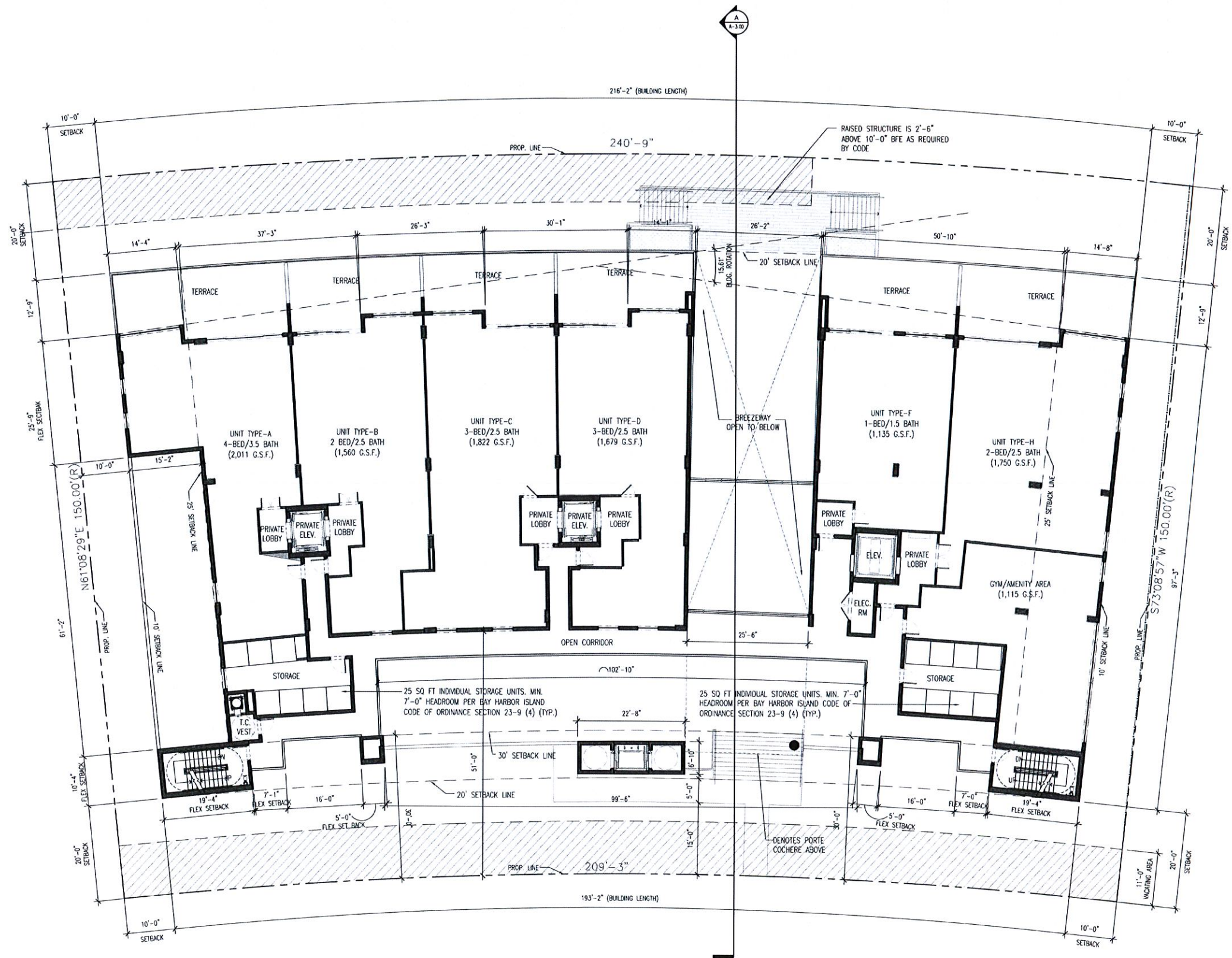
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JOB NO. 2013-80
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SHEET NUMBER:
A-1.03



2ND LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

3RD LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

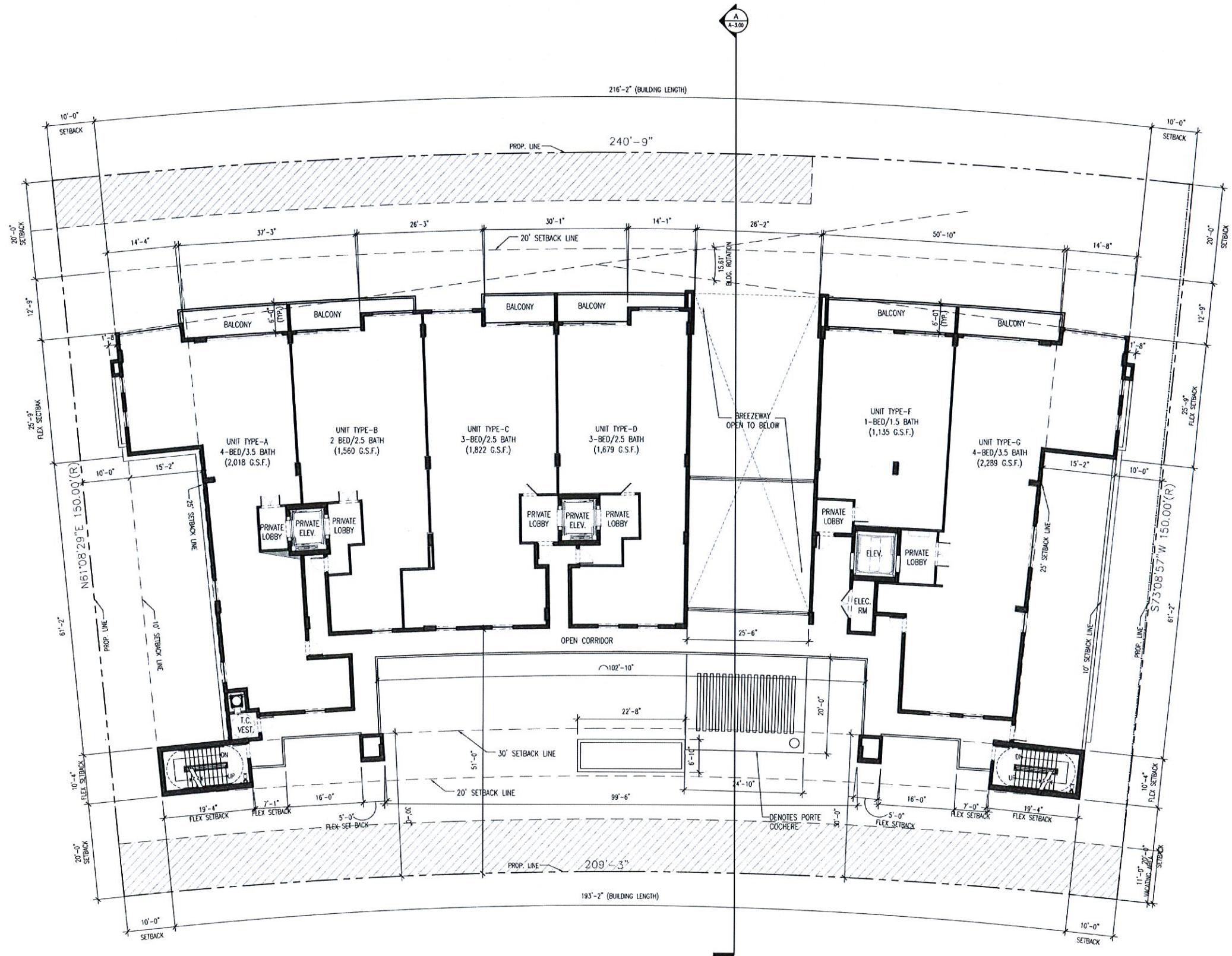
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DATE: 12-23-13
JOB NO.: 2013-80
DRAWN BY: MC
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FILE: 2013-80

SHEET NUMBER:
A-1.04



3RD LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
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BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
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150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

4TH LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS

NO.	DATE	DESCRIPTION
1	01-31-14	DRC COMMENTS

SEAL

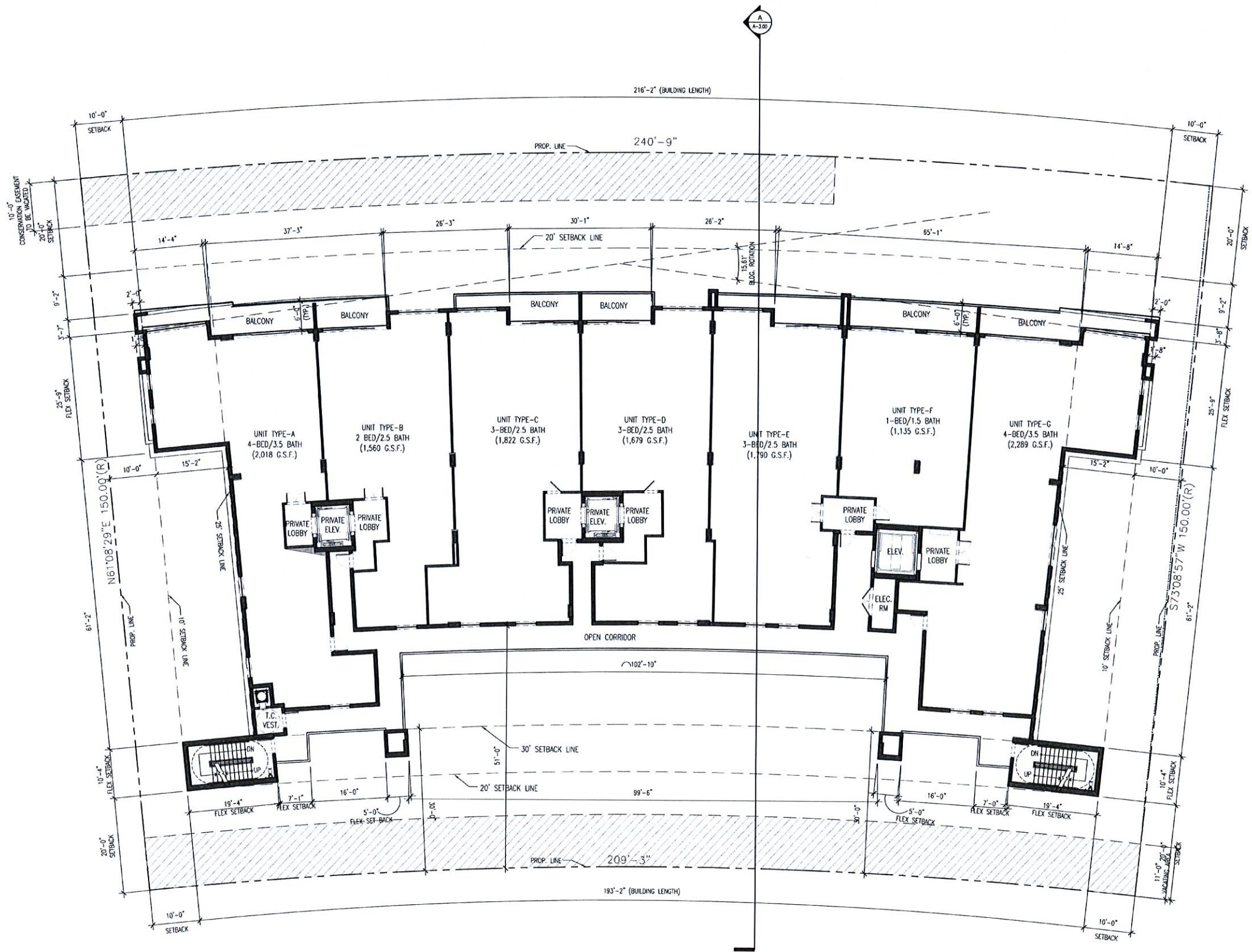
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DATE: 12-23-13
JOB NO.: 2013-80
DRAWN BY: MC
APPR BY: AMC
FILE: 2013-80

SHEET NUMBER:

A-1.05



4TH LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 1.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

5TH LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

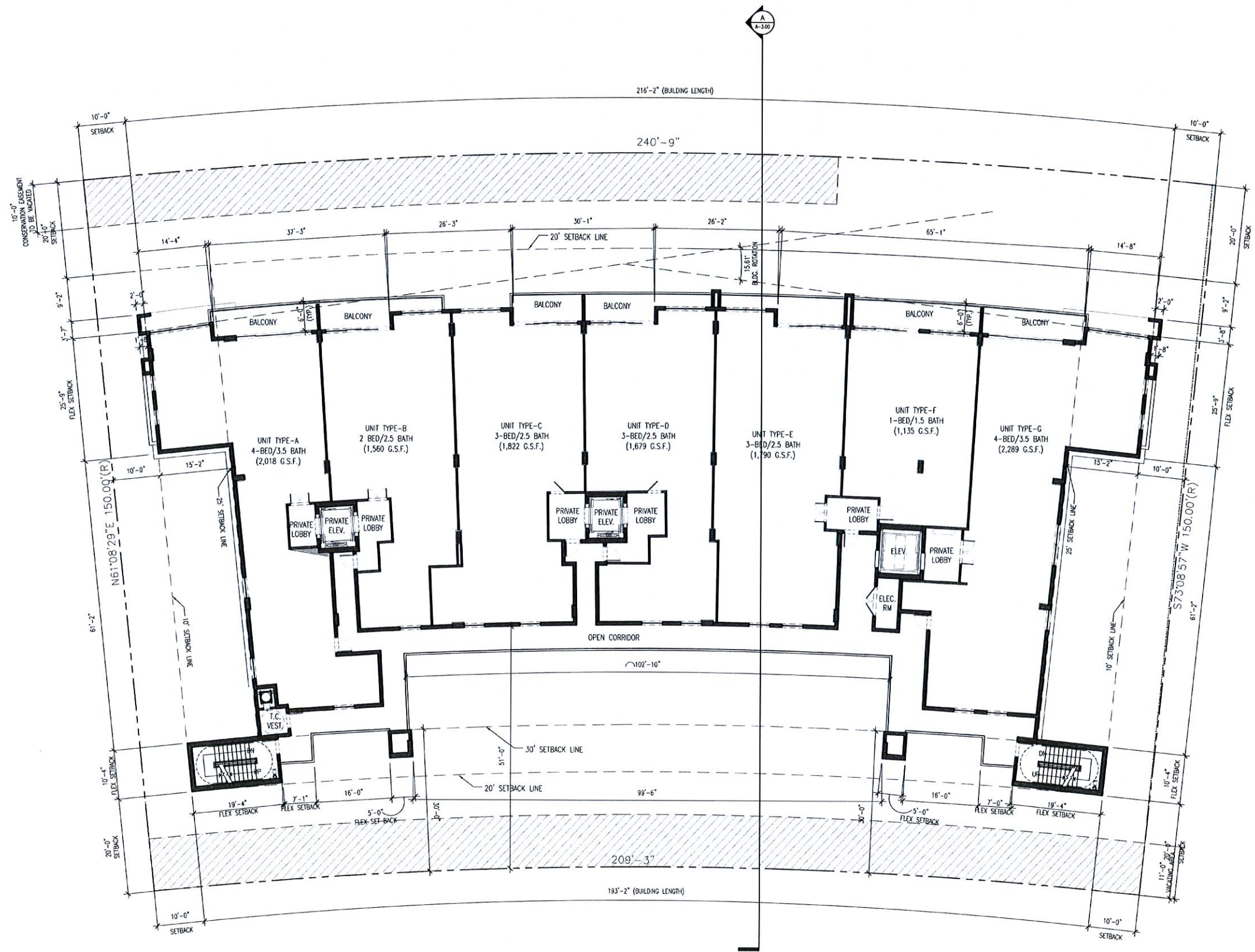
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DATE: 12-23-13
JOB NO. 2013-80
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FILE 2013-80

SHEET NUMBER:
A-1.06



5TH LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:

**PALMS OF BAY
HARBOR - EAST**
10201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

6TH LEVEL FLOOR PLAN

PHASE

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REVISIONS

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JOB NO.: 2013-80

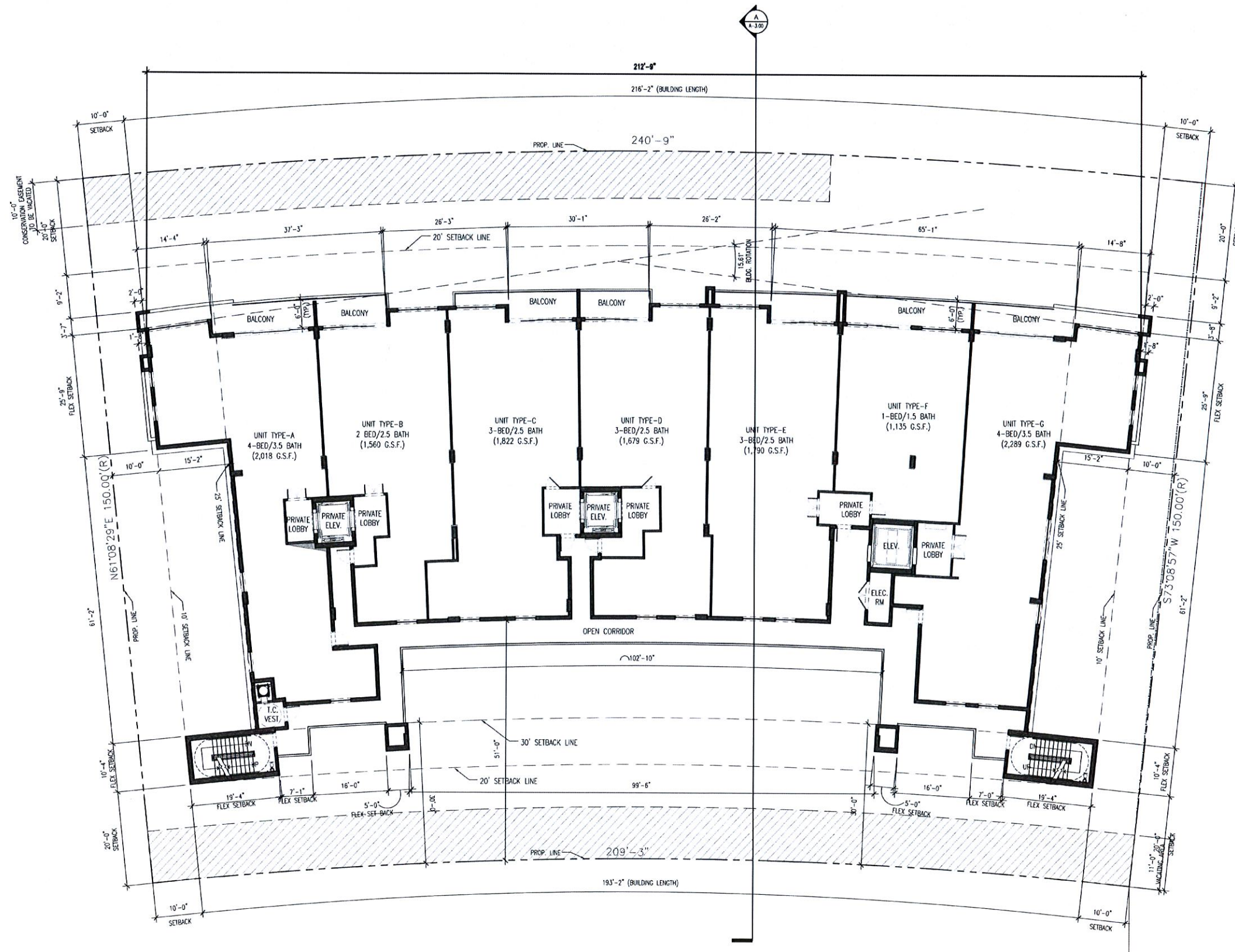
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FILE: 2013-80

SHEET NUMBER:

A-1.07



6TH LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

7TH LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

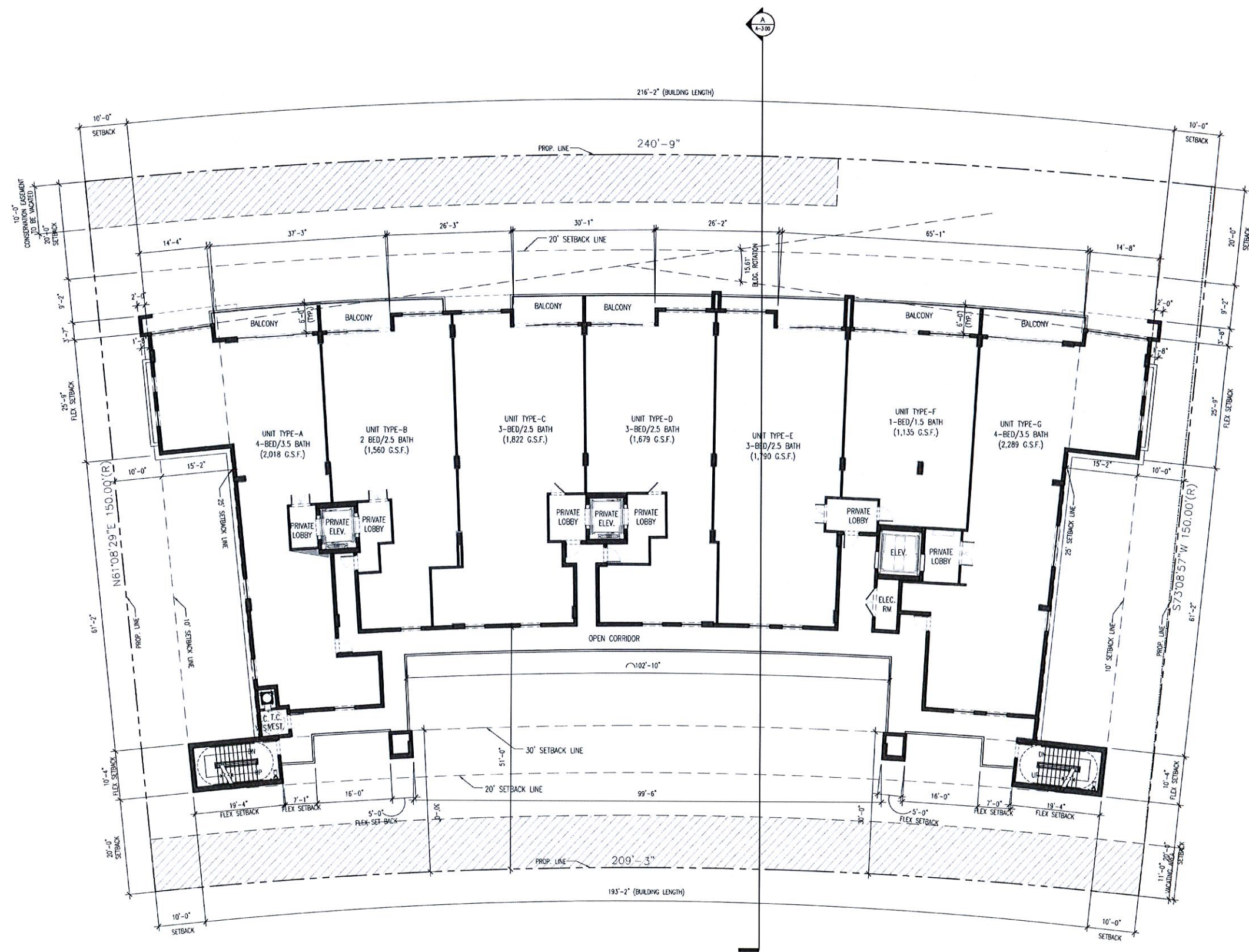
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DATE: 12-23-13
JOB NO.: 2013-80
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FILE: 2013-80

SHEET NUMBER:
A-1.08



7TH LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



OWNER:
BAY HARBOR
HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

LOWER ROOF/ POOL DECK
FLOOR PLAN

PHASE

DRC SUBMITTAL

REVISIONS

1.01-31-14	DRC COMMENTS
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DATE: 12-23-13

JOB NO. 2013-80

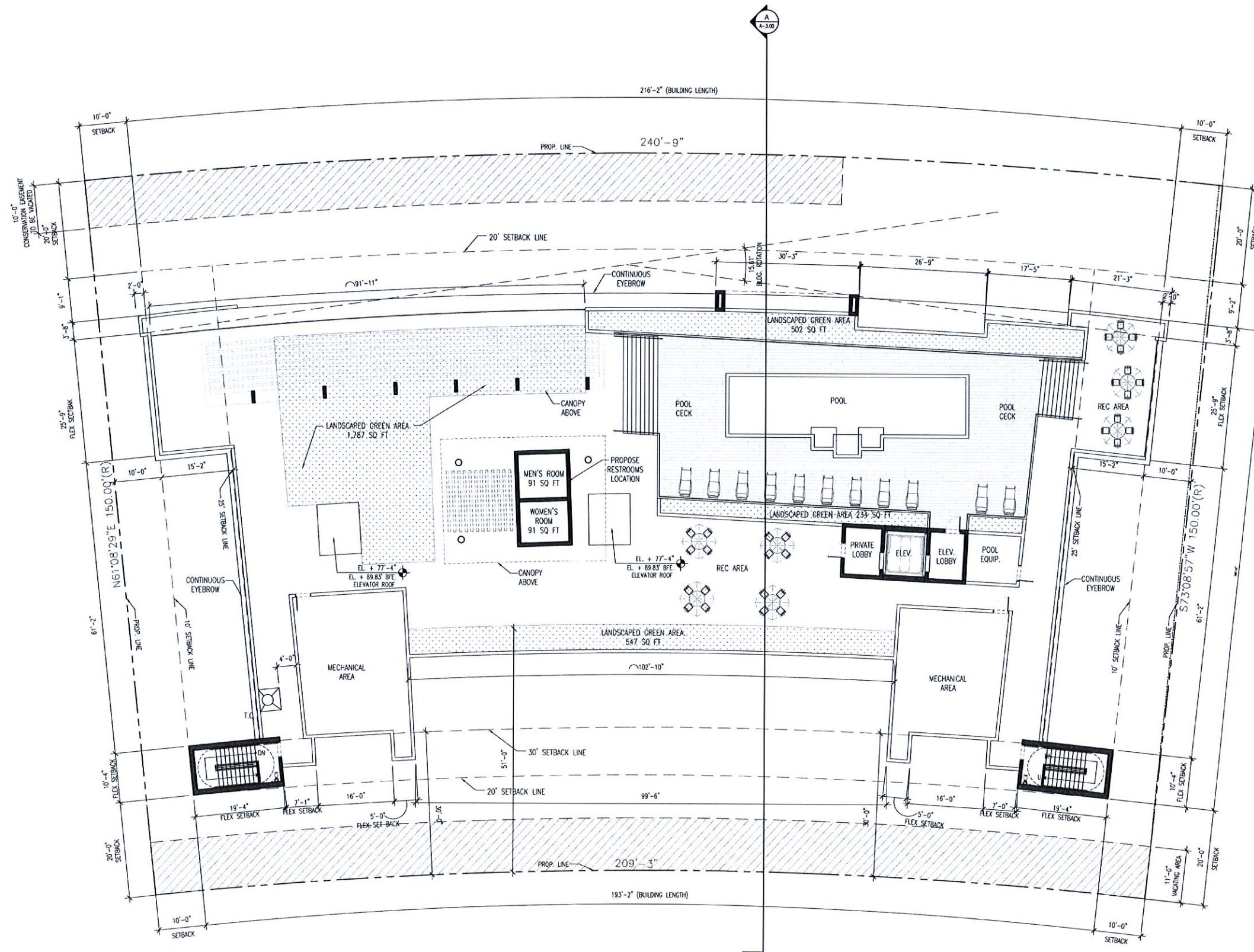
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APPR BY: AMC

FILE 2013-80

SHEET NUMBER:

A-1.09



SQUARE FOOTAGE AND LANDSCAPE PERCENT CALCULATIONS FOR THE ROOF LEVEL		
ROOF DECK LANDSCAPE REQUIREMENTS:		
15% OF ROOF AREA MINIMUM	12,924 x 0.15 = 1,939 SQ FT	3,044 SQ FT = 23.5%

LOWER ROOF/ POOL DECK FLOOR PLAN

SCALE: $3/32" = 1'-0"$





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

EAST ELEVATION

PHASE

DRC SUBMITTAL

REVISIONS

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DATE: 12-23-13

JOB NO. 2013-80

DRAWN BY MC

APPR. BY AMC

FILE 2013-80

SHEET NUMBER:

A-2.00



ELEVATION LEGEND

- | | |
|--|---|
| 1 CONCRETE CANOPY | 6 CLEAR GLASS CURTAIN WALL SYSTEM |
| 2 ALUMINUM AND GLASS RAILING | 7 STONE VENEER |
| 3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM | 8 DECORATIVE ALUMINUM SCREEN |
| 4 SMOOTH STUCCO FINISH (TYP.) | 9 DECORATIVE ALUMINUM LOUVERS |
| 5 GREEN SCREEN (TYP. WHERE SHOWN) | 10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS. |

EAST ELEVATION

SCALE: 3/32" = 1'-0"

COLOR LEGEND

- | |
|--|
| AJ- 2112-50 STORMY MONDAY (Benjamin Moore) |
| BJ- 2112-40 STONE (Benjamin Moore) |
| CJ- 2112-30 STONE BROWN (Benjamin Moore) |
| DJ- 2124-70 DISTANT GRAY (Benjamin Moore) |



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL. 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:

PALMS OF BAY
HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

BAY HARBOR
HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

WEST ELEVATION

PHASE

DRC SUBMITTAL

REVISIONS

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DATE: 12-23-13

JOB NO. 2013-80

DRAWN BY MC

APPR BY AMC

FILE 2013-80

SHEET NUMBER:

A-2.01



ELEVATION LEGEND

- | | |
|--|---|
| 1 CONCRETE CANOPY | 6 CLEAR GLASS CURTAIN WALL SYSTEM |
| 2 ALUMINUM AND GLASS RAILING | 7 STONE VENEER |
| 3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM | 8 DECORATIVE ALUMINUM SCREEN |
| 4 SMOOTH STUCCO FINISH (TYP.) | 9 DECORATIVE ALUMINUM LOUVERS |
| 5 GREEN SCREEN (TYP. WHERE SHOWN) | 10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS. |

WEST ELEVATION

SCALE: 3/32" = 1'-0"

COLOR LEGEND

- | |
|--|
| A)- 2112-50 STORMY MONDAY (Benjamin Moore) |
| B)- 2112-40 STONE (Benjamin Moore) |
| C)- 2112-30 STONE BROWN (Benjamin Moore) |
| D)- 2124-70 DISTANT GRAY (Benjamin Moore) |



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SOUTH ELEVATION

PHASE
DRC SUBMITTAL

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DATE: 12-23-13
JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-2.02



ELEVATION LEGEND	
1 CONCRETE CANOPY	6 CLEAR GLASS CURTAIN WALL SYSTEM
2 ALUMINUM AND GLASS RAILING	7 STONE VENEER.
3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM	8 DECORATIVE ALUMINUM SCREEN
4 SMOOTH STUCCO FINISH (TYP.)	9 DECORATIVE ALUMINUM LOUVERS
5 GREEN SCREEN (TYP. WHERE SHOWN)	10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS.

SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

COLOR LEGEND

A)- 2112-50 STORMY MONDAY (Benjamin Moore)
B)- 2112-40 STONE (Benjamin Moore)
C)- 2112-30 STONE BROWN (Benjamin Moore)
D)- 2124-70 DISTANT GRAY (Benjamin Moore)



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
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10201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS.
FLORIDA 33154

OWNER:
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MIAMI, FL 33131

NORTH ELEVATION

PHASE
DRC SUBMITTAL

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DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-2.03



ELEVATION LEGEND	
1 CONCRETE CANOPY	6 CLEAR GLASS CURTAIN WALL SYSTEM
2 ALUMINUM AND GLASS RAILING	7 STONE VENEER.
3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM	8 DECORATIVE ALUMINUM SCREEN
4 SMOOTH STUCCO FINISH (TYP.)	9 DECORATIVE ALUMINUM LOUVERS
5 GREEN SCREEN (TYP. WHERE SHOWN)	10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS.

NORTH ELEVATION
SCALE: 3/32" = 1'-0"

COLOR LEGEND	
A-	2112-50 STORMY MONDAY (Benjamin Moore)
B-	2112-40 STONE (Benjamin Moore)
C-	2112-30 STONE BROWN (Benjamin Moore)
D-	2124-70 DISTANT GRAY (Benjamin Moore)



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

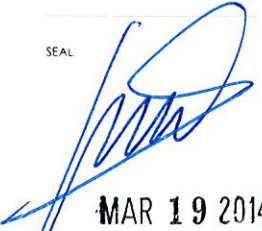
OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131



PERSPECTIVE RENDERING - WEST VIEW
SCALE: N.T.S.

PERSPECTIVE RENDERING
WEST VIEW

PHASE
DRC SUBMITTAL
REVISIONS
I. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

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DATE: 12-23-13
JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-2.04



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131



PERSPECTIVE RENDERING - EAST VIEW
SCALE: N.T.S.

PERSPECTIVE RENDERING
EAST VIEW

PHASE
DRC SUBMITTAL
REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

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SHEET NUMBER:
A-2.05



PERSPECTIVE RENDERING - SOUTHWEST VIEW
SCALE: N.T.S.



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES, FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

PERSPECTIVE RENDERING
SOUTHWEST VIEW

PHASE

DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

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FILE 2013-80

SHEET NUMBER:
A-2.06



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. A.A. CO021511 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

BUILDING SECTION

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

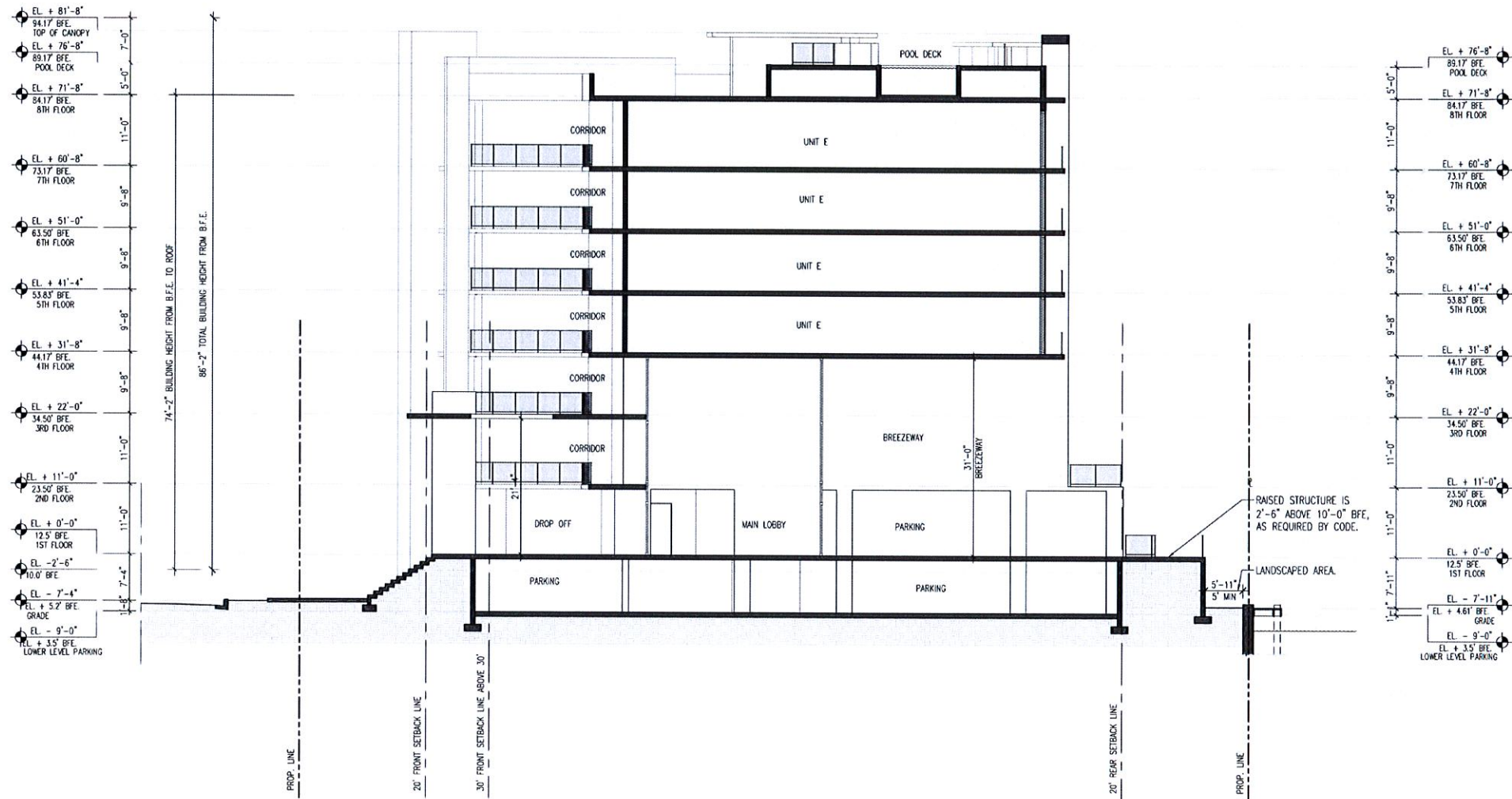
SEAL:

MAR 19 2014

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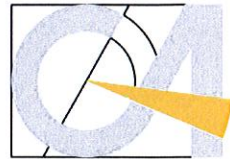
DATE: 12-23-13
JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-3.00



BUILDING SECTION
SCALE: 3/32" = 1'-0"

SUBMERGED LAND LEASE AS PER OFFICIAL
RECORDS BOOK 15320, PAGES 2189-2199



CORWIL ARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
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10201-10231 E. BAY HARBOR DR.
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FLORIDA 33154

OWNER:
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150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE / 1ST LEVEL LIGHTING PLAN

NOTES

1. CALCULATIONS HAVE BEEN PERFORMED ACCORDING TO IES STANDARDS AND PRACTICE. SOME DIFFERENCES BETWEEN MEASURED VALUES AND CALCULATED RESULTS MAY OCCUR DUE TO TOLERANCES IN CALCULATION METHODS, TESTING PROCEDURES, COMPONENT PERFORMANCES, MEASURED CONDITIONS SUCH AS TECHNICAL AND FIELD VOLTAGES AND TEMPERATURE VARIATIONS. INPUT DATA SUCH AS ROOM DIMENSIONS, REFLECTANCES, FURNITURE, LIGHT LOSS FACTOR, FURNITURE, ARCHITECTURAL ELEMENTS AND FOLIAGE SIGNIFICANTLY AFFECT THE LIGHTING CALCULATIONS. IF THE REAL ENVIRONMENT DO NOT MATCH INPUT DATA DIFFERENCES WILL OCCUR BETWEEN MEASURED AND CALCULATED VALUES.
2. CONCRETE POLES ARE TO BE 22' OVERALL LENGTH AND 16' ABOVE GROUND OR AS INDICATED BY BORING TEST RESULTS - SUPPLIED BY OTHERS.
3. WIND LOAD CALCULATIONS, TO MEET SOUTH FLORIDA WIND LOAD REQUIREMENTS, MUST BE PREPARED AND SUBMITTED AS PART OF THE SUBMITTAL PROCESS. SAID CALCULATIONS MUST BE SIGNED AND SEALED BY FLORIDA REGISTERED ENGINEER.
4. POINT-BY-POINT CALCULATIONS PROGRAM USED - VISUAL SERIAL # 5101 5260 4589 0193, VERSION 2.06.0211

STATISTICS					
Description	Symbol	Avg	Max	Min	Max/Min
INTERIOR PARKING Z=0'	+	3.6 fc	8.4 fc	1.1 fc	8.4:1

LUMINAIRE SCHEDULE						
Symbol	Label	Catalog Number	Description	Lamp	Lumens	LLF
A	ACUITY BRANDS LIGHTING DMW 2 32 MVOLT GEB10PS SURFACE MOUNTED 8.6' AFF		4FT WET LOCATION ENCLOSURE WITH (2) T8 LAMPS, 50% DR HIGH IMPACT ACRYLIC LENS	TWO 32-WATT LINEAR FLUORESCENT T8, 735	2800	0.65
AE	ACUITY BRANDS LIGHTING DMW 2 32 MVOLT GEB10PS EL 14 SURFACE MOUNTED 8.6' AFF		4FT WET LOCATION ENCLOSURE WITH (2) T8 LAMPS, 50% DR HIGH IMPACT ACRYLIC LENS	TWO 32-WATT LINEAR FLUORESCENT T8, 735	2800	0.65
S	LITHONIA DSX0 LED 20C 700 40K T4M MVOLT MOUNTED 10' AFG ON POLE THRU EMERGENCY GENERATOR		SMALL LED LUMINAIRE ON POLE	(1) 20 LED LIGHT ENGINE, TYPE T4M OPTIC, 4000K, @ 700mA	Absolute	0.85
SW	LITHONIA DSXW1 LED 10C 700 40K T2M MVOLT WALL MOUNTED 7'-6" AFF THRU EMERGENCY GENERATOR		LED WALL PACK	1 LIGHT ENGINE, 10 LED's, 700mA DRIVER, 4000K LED, TYPE 2 MEDIUM OPTIC	Absolute	0.85

SITE / 1ST LEVEL LIGHTING PLAN
SCALE: 3/32" = 1'-0"

PHASE

DRC SUBMITTAL

REVISIONS

1.01-31-14 DRC COMMENTS

SEAL

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JOB NO. 2013-80

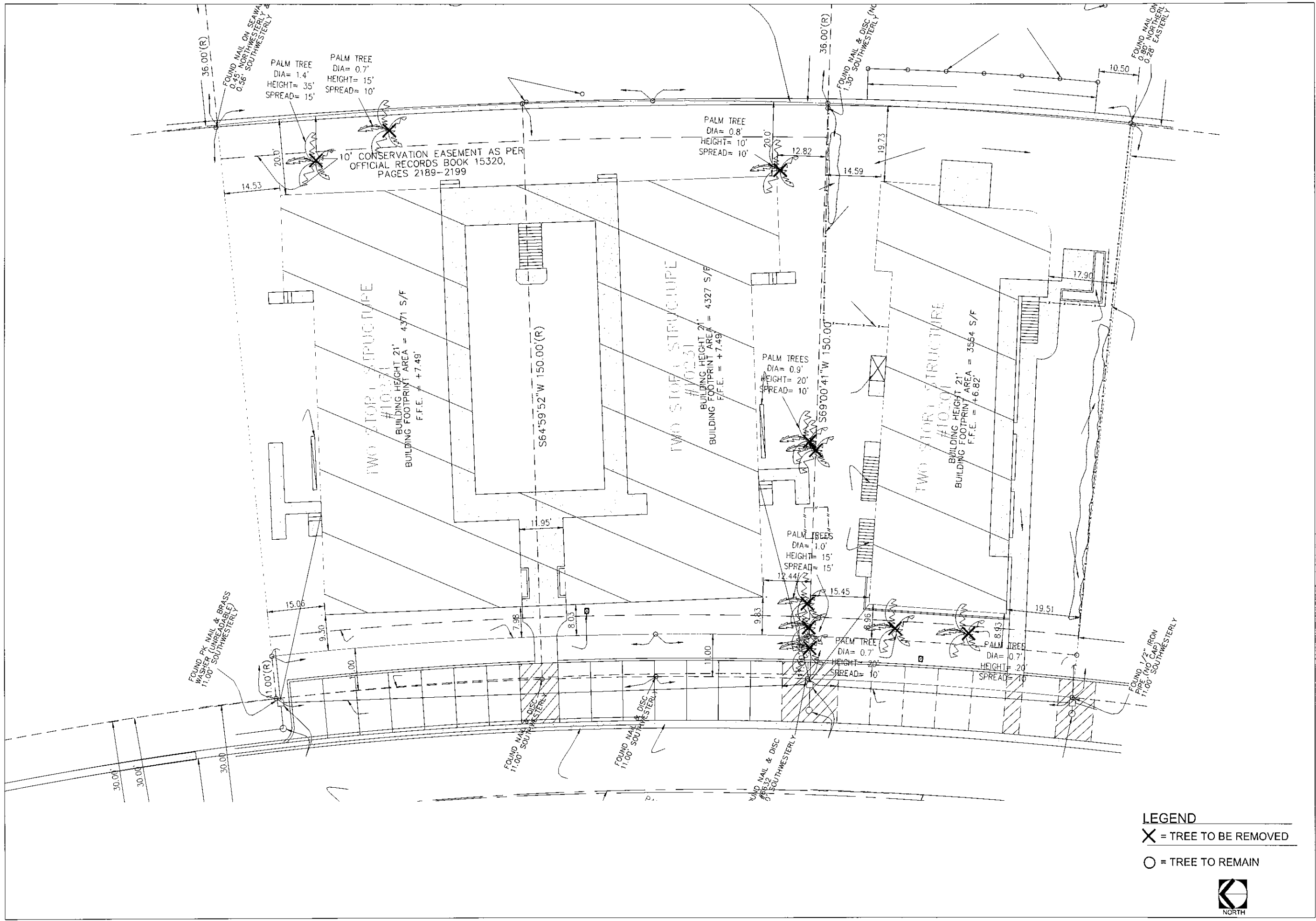
DRAWN BY MC

APPR BY AMC

FILE 2013-80

SHEET NUMBER:

E-1.01



NOTE: SEE SHEET L-2 FOR PLANT SCHEDULE AND REQUIREMENT CALCULATIONS

PROJECT

Bay Harbor Islands Condo - Block 4

DRAWING

Tree Management Plan

SCALE

3/32" = 1'-0"

PROJECT NUMBER

DATE

12-23-2013

REVISIONS

01-31-2014
02-18-2014

SHEET NUMBER

LT-1

SAVINMILLER

DESIGN STUDIO

LANDSCAPE ARCHITECTURE | LUMINA DESIGN | ARCHITECTURE

7700 Bay Blvd., Suite 100, San Diego, CA 92121

PH: 619.594.8887

WWW.SAVINMILLER.COM

PROJECT

Bay Harbor Islands Condo - Block 4

DRAWING

Tree Management Plan

SCALE

3/32" = 1'-0"

PROJECT NUMBER

DATE

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3/32" = 1'-0"

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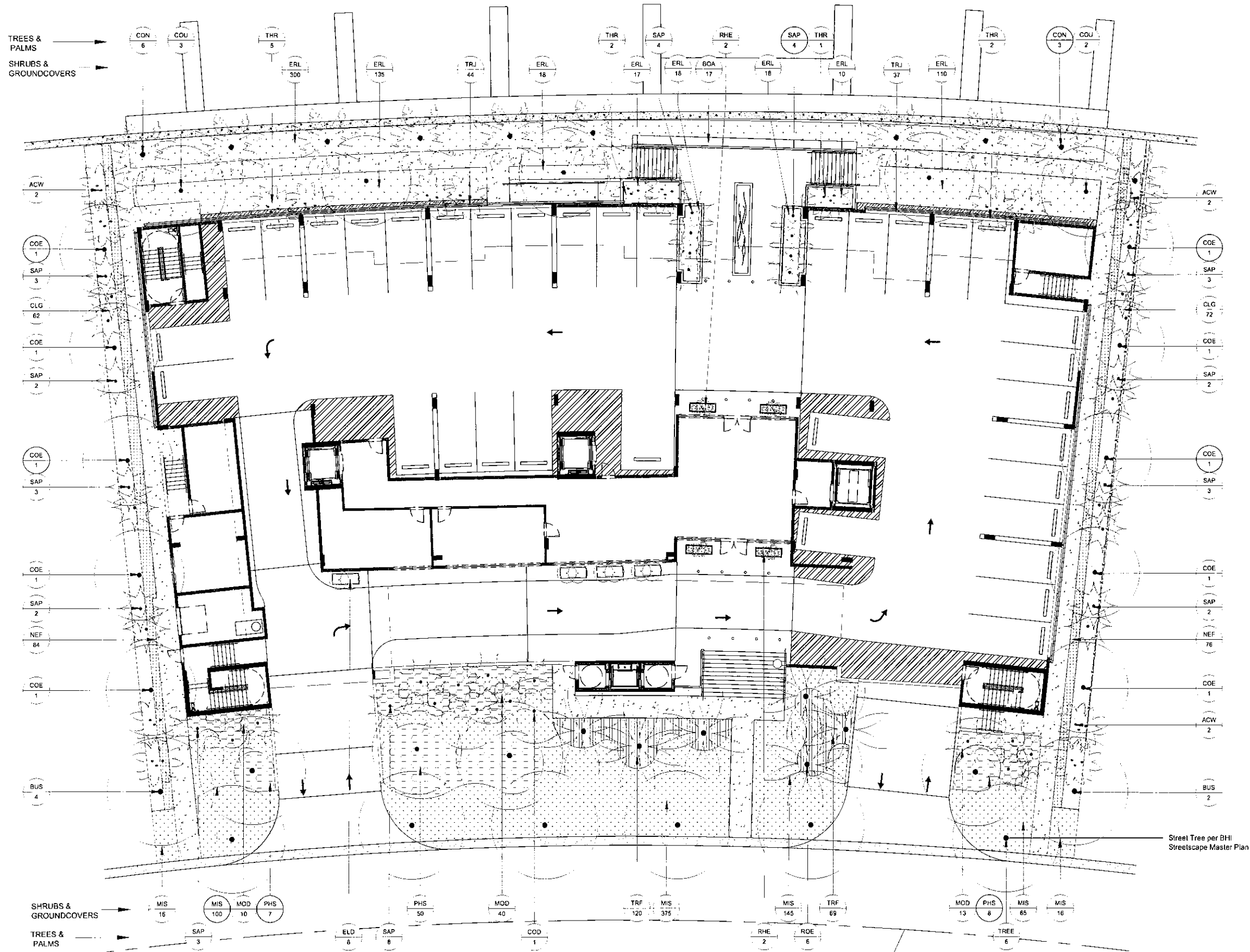
REVISIONS

01-31-2014
02-18-2014

SHEET NUMBER

LT-1

Feb 24, 2014 - 7:26pm John Z:\PROJECTS\Bay Harbor Islands Condo\GRAPHICS\CAO FILES\1 MASTER PLAN - SCHEMATIC DESIGN\2014-02-24 Bay Harbor Islands Condos - Block 4.dwg



LANDSCAPE AREA CALCULATION			
LANDSCAPE AREA REQUIREMENTS	REQ. NEEDED	PROPOSED	
LANDSCAPE AREA	33,750 + 0.00 = 33,750 SQ. FT.	33,750 SQ. FT.	0.00



NOTE: SEE SHEET L-2 FOR PLANT SCHEDULE AND REQUIREMENT CALCULATIONS



Z:\PROJECTS\Bay Harbor Islands CONDOS\GRAPHICS\CAD FILES\MASTER PLAN - SCHEMATIC DESIGN\2014-02-24 Bay Harbor Islands Condos - Block 4.dwg
John
Feb 24, 2014 - 7:26pm

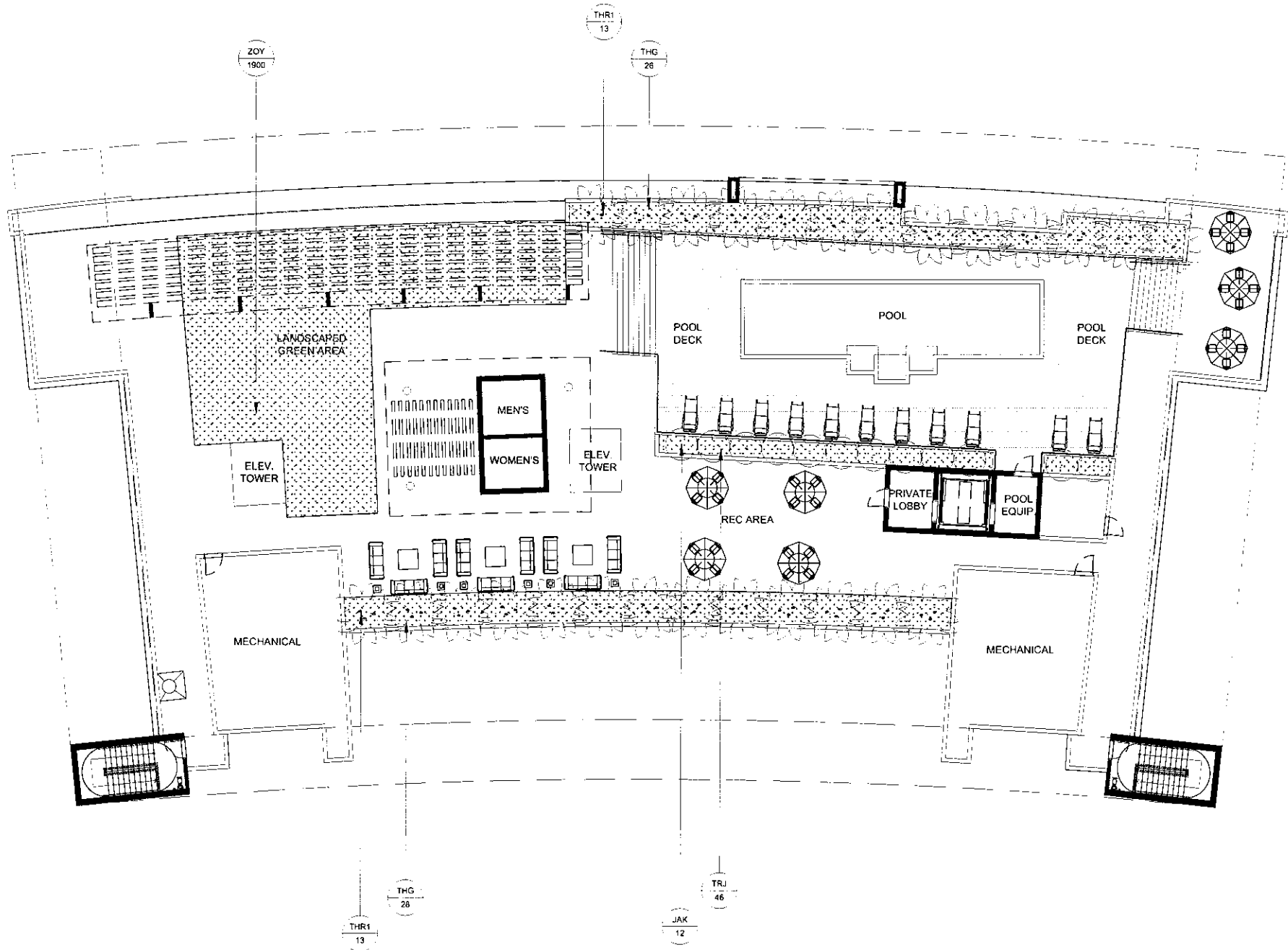
PLANT SCHEDULE

KEY	QTY.	BOTANICAL/COMMON NAME	SIZE
TREES			
BUS	10	Bursera simaruba Gumbo Limbo	18'-20' Ht. x 9'-10' Spr., B&B, 4" CAL. 6 CT
COD	1	Coccoloba diversifolia / Pidgeon Plum	16'-18' Ht. x 6'-9' Spr., B&B, 3" CAL., 2" CT Tree Form w multi-branch character
COU	5	Coccoloba uvifera / Seagrape	18' - 20' Ht. x 10'-12' Spr., B&B, 4" Cal., Multi-Trunk Specimen character
ELD	8	Elaeocarpus decipiens Japanese Blueberry	8'-9' Ht x 4'-5' Spr., 65 gal.
JAK	12	Jacquinia keyensis / arborea Joewood	7'-8' Ht. x 4'-5' Spr., Specimen
TREE	6	Tree Per BHI Streetscape Master Plan	
PALMS			
ACW	6	Accolorrhaphie wrightii / Paurotis Palm	16' -18' OA Ht., Dense to ground, B&B B&B
CON	9	Cocos nucifera 'Green Malaysian' Green Malaysian Coconut Palm	24' - 40' OA Ht., 8'-20' GW, B&B
RHE	4	Rhapis excelsa / Lady Palm	5' OA Ht., Dense, 7 gal.
ROE	6	Roystonea elata Florida Royal Palm	32'-34' OA HT., 15' GW, B&B Matched trunks
SAP	19	Sabal palmetto Cabbage Palm	10' - 18' GW, even distribution, 50% booted, regenerative heads
THR	10	Thrinax radiata Florida Thatch Palm	12'-18' OA Ht, Staggered, Multi-Trunk, B&B
THR1	26	Thrinax radiata Florida Thatch Palm	10'-12' OA Ht, 8' OC, Multi-Trunk, B&B
SHRUBS			
MOD	63	Monstera deliciosa / Monstera	18'-24" OA, 3 gal., 36" OC
PHS	65	Philodendron Selloum Selloum	24'-30" Ht., Full, 3 gal., 36" OC
GROUNDCOVERS			
BOA	17	Bomichie arborescens / Sea Oxeye Daisy	7 gal, 30"-36" Ht., 30" OC
ERI	626	Erodia littoralis Beach Creeper	12'-18" Ht., Full, 1 gal., 24" OC
MIS	717	Microsorium scolopendria Wart / Monarch fern	12'-18" Ht., Full, 1 gal., 24" OC
TRF	189	Tripsacum floridanum / Florida Gamma Grass	12'-18" Ht., 1 gal., 18" OC
ZOY	1900	Zoysia 'Cashmere' / 'Emerald' S.F. Zoysia Sod	palettes
VINES			
THG	54	Thunbergia grandiflora / Sky Vine	3 gal., 4' OC
TRJ	81	Trachelospermum jasminoides / Jasmine	12'-18" OA, 3 gal., 6 runners min.

PROJECT LANDSCAPE LEGEND - Block 4					
Zoning District	R1B-1	Net Lot Area	33,750 SF 0.778 Acres		
OPEN SPACE					
A. Square Feet of open space required by Chapter 33, as indicated on site plan: Net lot area = 33,750 SF X 20%					
				6,750	7,071
B. Square Feet of parking lot open space required by Chapter 18A, as indicated on site plan: Nº parking spaces N/A SF X N/A SF (Includes Loading Zones and exterior spaces)					
				0	0
C. Total s.f. of landscaped open space required by Chapter 33: (A + B) =				6,750	7,071
D. Total s.f. of landscaped rooftop space: Total rooftop area = 12,924 SF X 15% SF					
				1,939	3,044
LAWN AREA CALCULATION					
A. 6,750 Total s.f. of landscaped open space required by Chapter 33: (C)					
B. Maximum lawn area (add) permitted: Open Space x 60%					
				20,250	0
TREES					
A. Nº of trees required per Net Lot Area: Less existing number of trees meeting minimum requirements 28 - 28 Trees X 0.27 (Net Lot Acres) 22					
				0	0
B. % Palms Allowed to count as Trees Required: Palms provided to count on 2:1 basis 0 Palms + 2 Palms provided to count on 1:1 basis 0 Trees + 1 Note: Palms exceeding allowable quantity not counted toward Tree Requirement					
				0	0
C. % Native Required: Nº trees provided x 50%					
				11	27
D. % Drought Tolerant Required: Nº trees provided x 50%					
				11	27
E. Street trees (max. average spacing of 35' o.c.) Note: Street Trees excluded from all other quantities					
				6	6
F. Street trees located directly beneath power lines: (maximum average spacing of 20' o.c.)					
				0	0
SHRUBS					
A. No. of Shrubs required: No. Trees provided x 10					
				220	2,336
B. No. of Native Shrubs required: No. Shrubs provided x 30%					
				701	800
B. No. of Drought Tolerant Shrubs required: No. Shrubs provided x 50%					
				1,168	1,653
IRRIGATION PLAN: If required by Chapter 33					

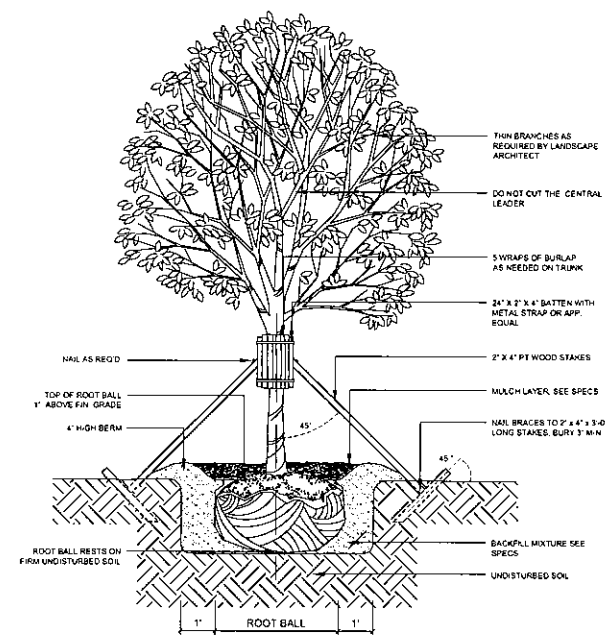
LANDSCAPE AREA REQUIREMENTS			
20% OF LOT AREA	33,750 SF X 20% = 6,750 SF	REQUIRED	PROVIDED
		6,750 SF	7,071 SF

ROOF DECK LANDSCAPE REQUIREMENTS			
15% OF ROOF AREA MINIMUM	12,924 SF X 15% = 1,939 SF	REQUIRED	PROVIDED
		1,939 SF	3,044 SF



NOTE: SEE SHEET L-2 FOR PLANT SCHEDULE
AND REQUIREMENT CALCULATIONS

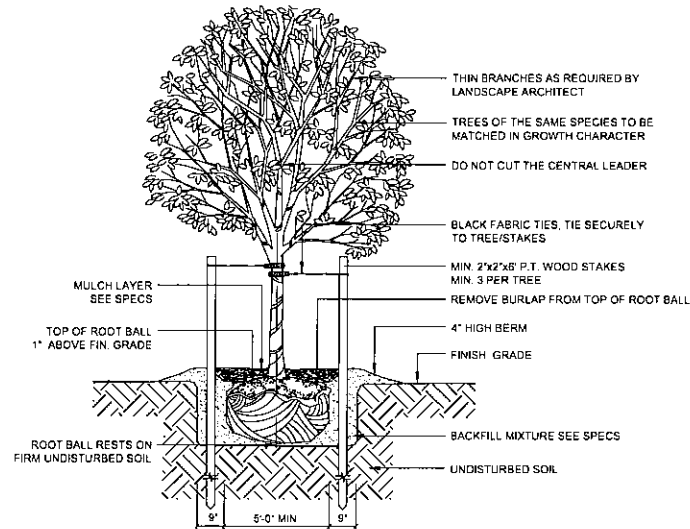
Z:\PROJECTS\Bay Harbor Islands Condos CONDO\GRAPHICS\CAD FILES\1 MASTER PLAN - SCHEMATIC DESIGN\2014-02-24-Bay Harbor Islands Condos - Block 4.dwg
Feb 24, 2014 - 7:26pm John



TYPICAL DETAIL: LARGE TREE STAKING

DETAIL #1

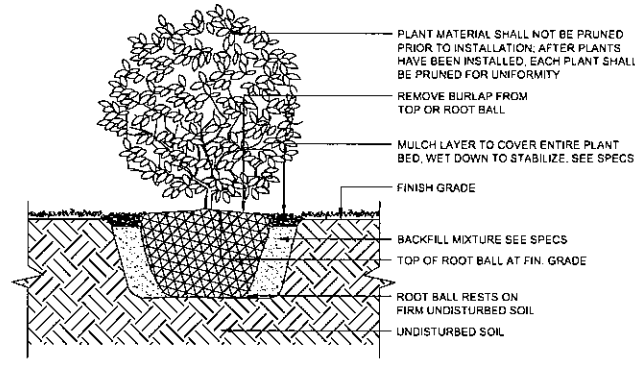
SCALE: NTS



TYPICAL DETAIL: SMALL TREE GUYING

DETAIL #2

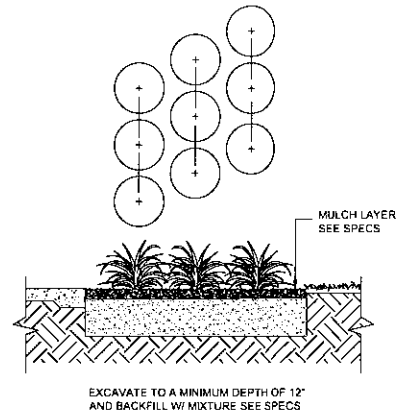
SCALE: NTS



TYPICAL DETAIL: SHRUB

DETAIL #3

SCALE: NTS

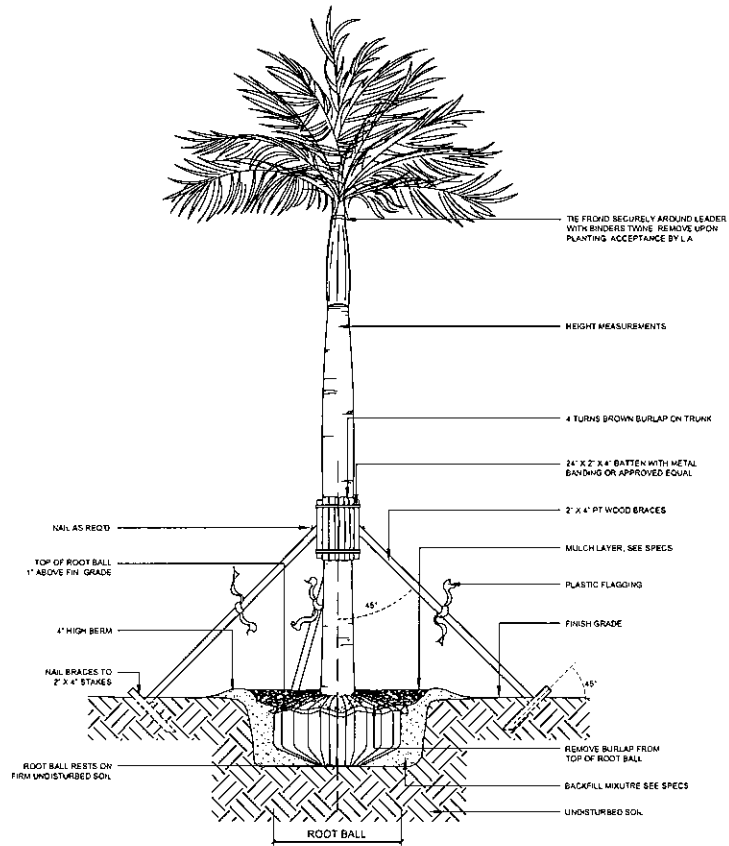


TYPICAL DETAIL: GROUNDCOVER SPACING

DETAIL #4

SCALE: NTS

NOTE:
* REMOVE ALL NURSERY STAKES, SUPPORTS, BRACES, TAPE AND LABELS AT TIME OF PLANTING
* KEEP MULCH 3"-4" AWAY FROM TRUNK
* REMOVE CONTAINER AND CUT CIRCLING ROOTS IF CONTAINER-GROWN OR AS MUCH BURLAP AS POSSIBLE IF FIELD-GROWN

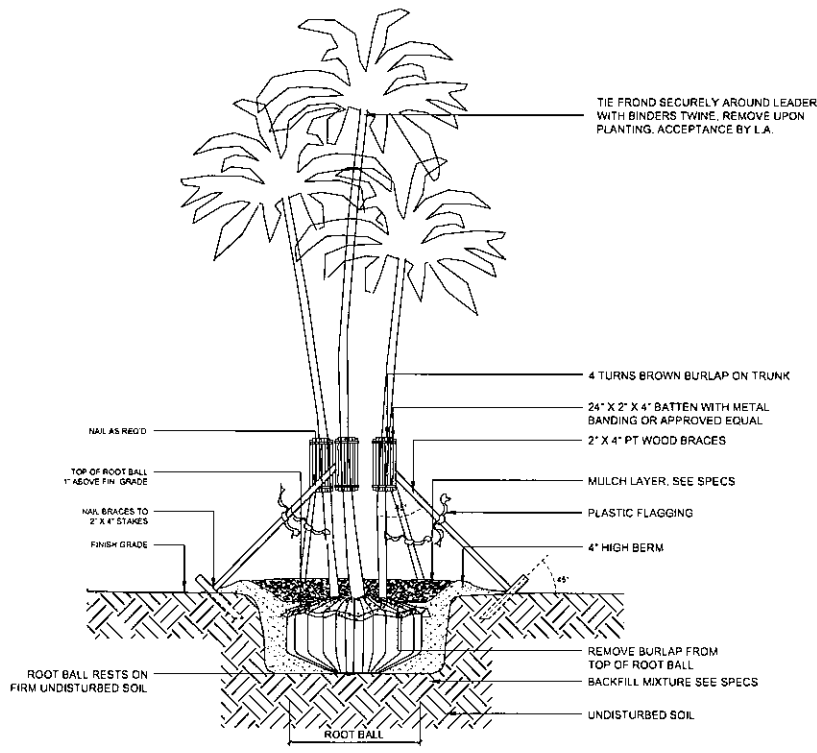


TYPICAL DETAIL: LARGE PALM STAKING

DETAIL #5

SCALE: NTS

NOTE:
* REMOVE ALL NURSERY STAKES, SUPPORTS, BRACES, TAPE AND LABELS AT TIME OF PLANTING
* KEEP MULCH 3"-4" AWAY FROM TRUNK
* REMOVE CONTAINER AND CUT CIRCLING ROOTS IF CONTAINER-GROWN OR AS MUCH BURLAP AS POSSIBLE IF FIELD-GROWN



TYPICAL DETAIL: MULTI-TRUNK PALM STAKING

DETAIL #6

SCALE: NTS



WEST ELEVATION



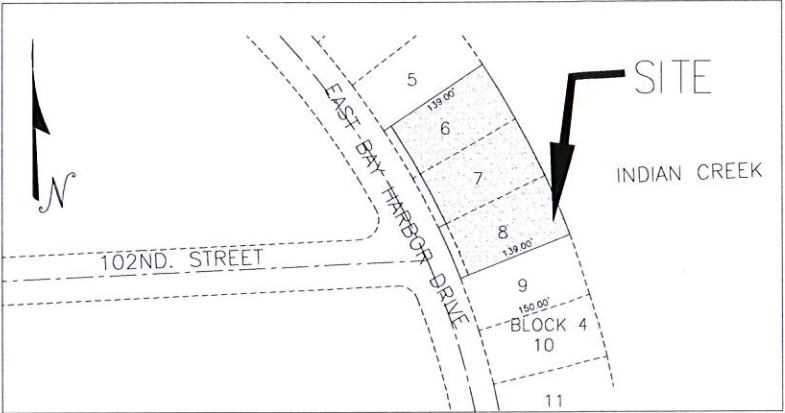
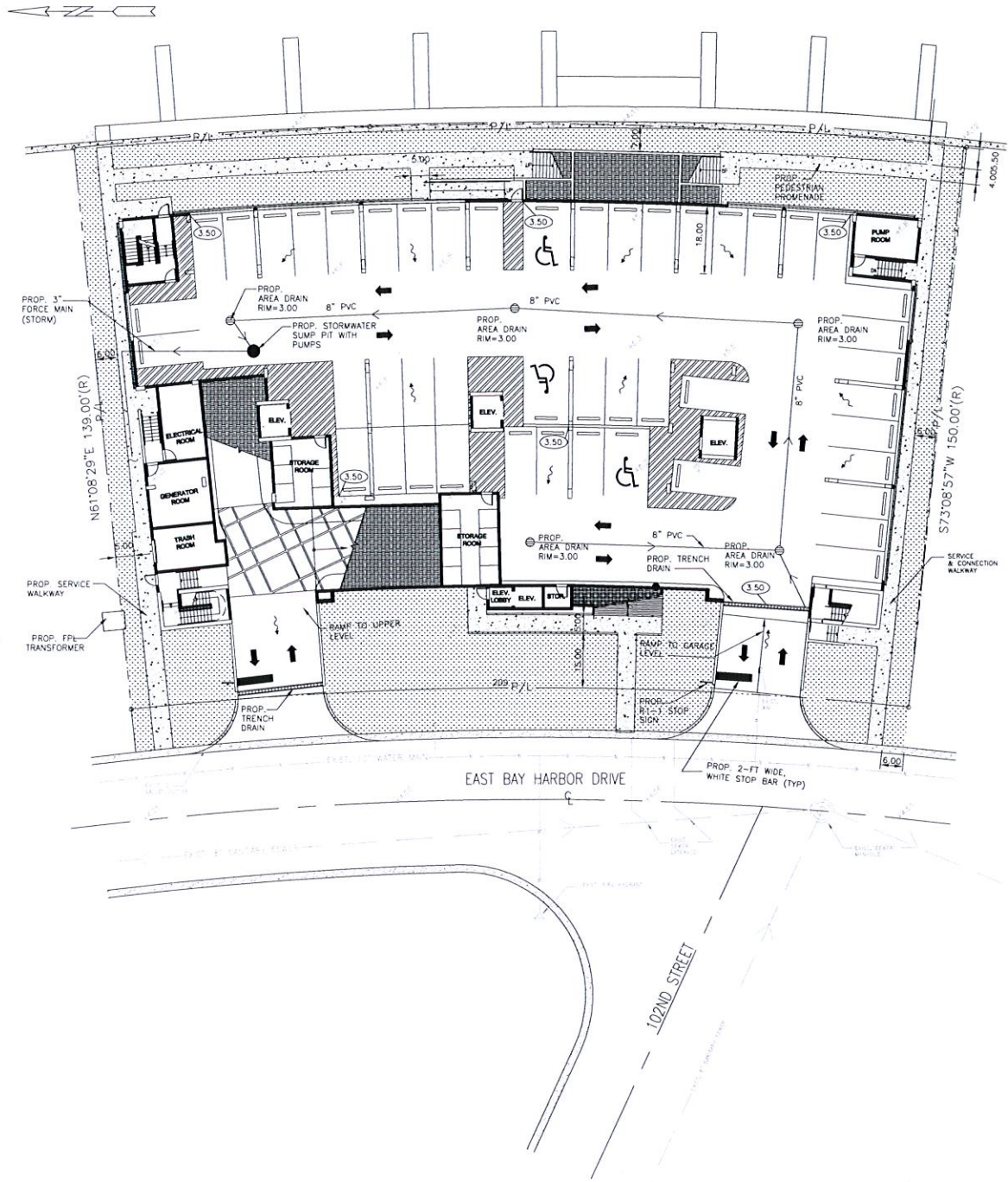
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



LEGAL DESCRIPTION

Lot 8, Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.
AND
Lots 6 and 7, (LESS West 11 feet of Lots 6 and 7), in Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

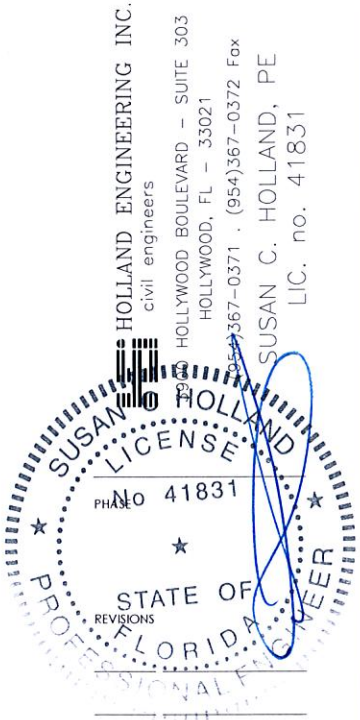
Area of parcel = 0.7393+/- acres



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL. 33144
LIC. NO. AA-C002151 T.305.448.7383

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FLORIDA 33154

OWNER:
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HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131



LEGEND

- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE
- EXISTING WATER
- EXISTING GAS

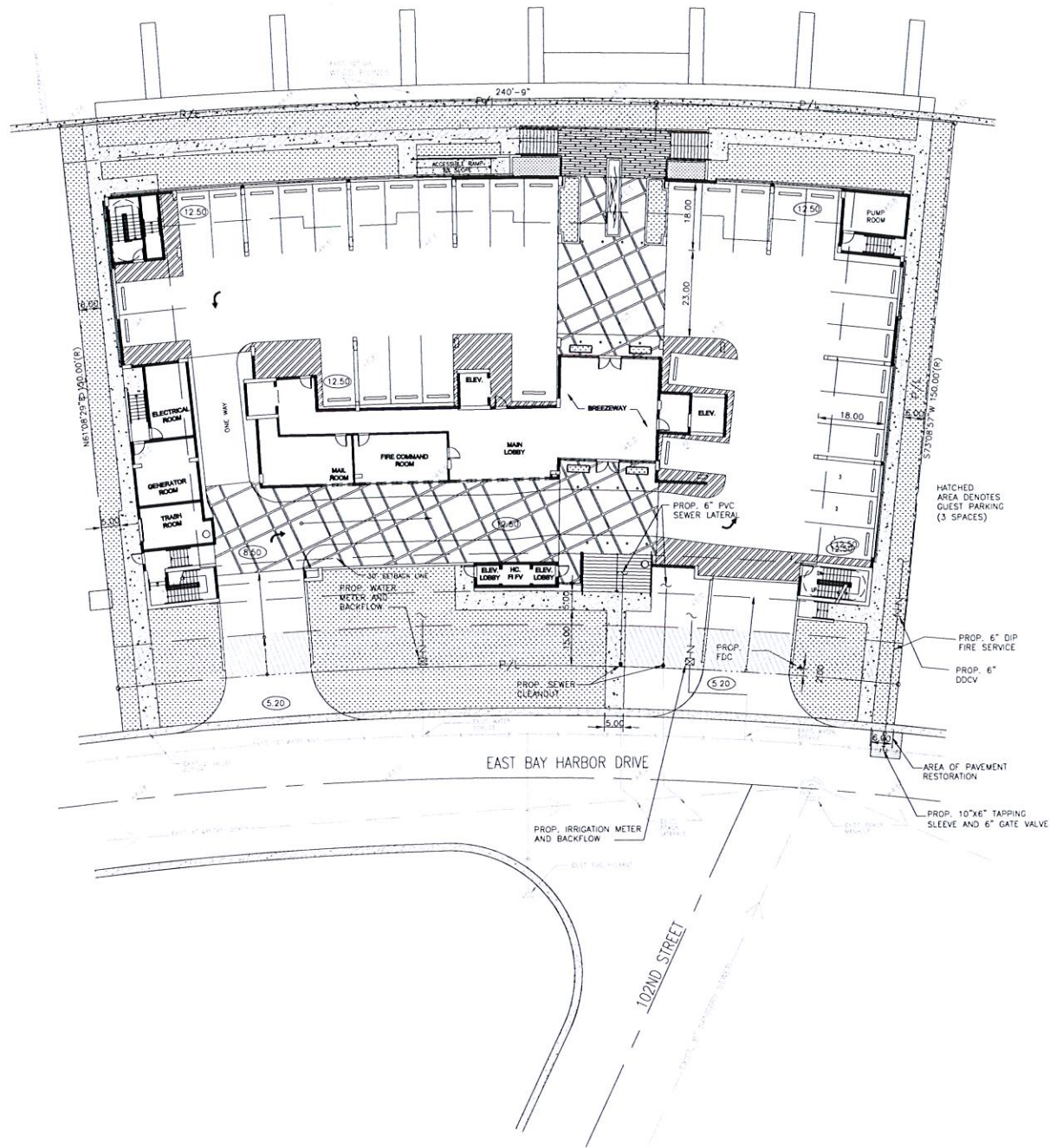
PAVING, GRADING AND DRAINAGE
GARAGE LEVEL PLAN

SCALE 1" = 20'-0"

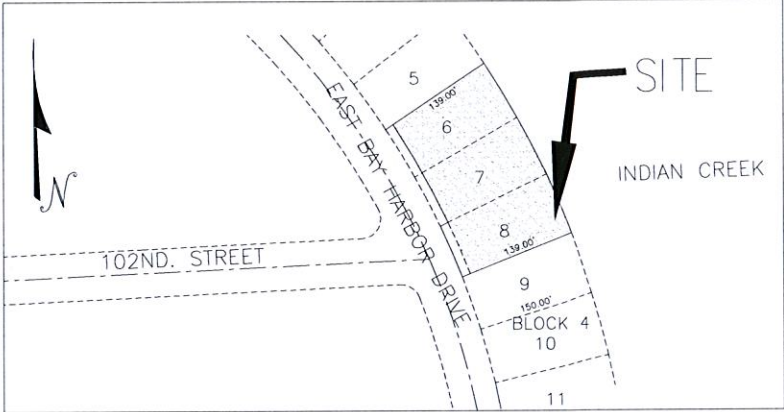
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DATE:	12-10-13
JOB NO.	2013-44
DRAWN BY	EEH
APPR BY	SCH
FILE	13-44
SHEET NUMBER:	C-2

MAR 18 2014



- NOTES:
1. REFER TO PLUMBING PLANS FOR COORDINATION WITH BUILDING WATER AND SEWER SERVICES.
 2. CONTRACTOR TO FIELD LOCATE EXISTING SEWER MAIN AND CONFIRM DEPTH OF PIPE.
 3. CONTRACTOR TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND CONFIRM DEPTH PRIOR TO CONSTRUCTION.
 4. INSTALLATION OF ALL UTILITIES TO BE COORDINATED TO PREVENT PIPE CONFLICTS
 5. ALL BACKFLOWS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY REGULATIONS



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AND
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Area of parcel = 0.7393+/- acres

THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

LEGEND

- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE
- EXISTING WATER
- EXISTING GAS

WATER AND SEWER PLAN
GROUND LEVEL

SCALE 1" = 20'-0"

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HOLLAND ENGINEERING INC.
civil engineers
HOLLYWOOD BOULEVARD - SUITE 303
HOLLYWOOD, FL - 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
LIC. no. 41831

SUSAN C. HOLLAND
LICENSE
No 41831
PHASE
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SEAL

THE DRAWINGS & THE PROPERTY OF CORWIL ARCHITECTS INC. UNLESS OTHERWISE PROVIDED FOR BY CONTRACT, THE CONTENTS OF THIS DRAWING ARE CONFIDENTIAL AND SHALL NOT BE TRANSMITTED TO ANY OTHER PARTY EXCEPT AS AGREED TO BY THE ARCHITECT/ENGINEER.

DATE: 12-10-13
JOB NO. 2013-44
DRAWN BY EEH
APPR BY SCH
FILE 13-44
SHEET NUMBER: **C-3**

MAR 18 2014

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 17.

ITEM: Consideration and approval of a private TDR transaction of the transfer of four (4) dwelling unit from 9770 E. Bay Harbor Properties, LLC (9800 E. Bay Harbor Drive) to Bay Harbor Holdings, LLC (10201-10231 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, plans, and other supporting documents.

DESCRIPTION:

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney draft a resolution setting forth the Town Council's approval and recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	M. Miller staff report	staff report-donor 9800 ebhd.pdf
2.	TDR Application	BBH, llc TDR app 2.pdf
3.	Building Staff report	Bldg report - 9800 EBHD.pdf
4.	Code Compliance report	Code C. report 9800 EBHD.pdf
5.	Site Plans Part 1	10201-10231eBHDRPart1.pdf
6.	Site Plans Part 2	10201-10231eBHDRPart2.pdf

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Marante, Town Clerk

Town of Bay Harbor Islands

From: Michael J. Miller, AICP *MEM*

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 7/22/2014

Re: Transfer of Development Rights (TDR) **CC:**

Bay Harbor Holdings, LLC (40 Total DU)

AKA Integra Block 4

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ As Requested

TDR Request – 4 Private DU

Donor Site: 9800 E. Bay Harbor Dr. / Lots 24 & 25 of Block 9 (9770 E. Bay Harbor Properties, LLC)

Receiving Site: 10201 - 31 E. Bay Harbor Dr. / Lots 6 - 8 of Block 4 (Bay Harbor Holdings / Integra Block 4)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Bay Harbor Holdings / Integra Block 4) was granted Site Development Plan approval by the Town's PZ Board on April 2nd, 2014 for a total of 40 DU. The allowable base zoning density of 34 DUA would allow 26 DU on the receiving site (.775 acres X 34 DUA = 26.35 or 26 DU) provided the previously dedicated 11-foot right-of-way area is vacated (otherwise only 25 DU would be allowed). Since the proposed project includes 40 total dwelling units this requires the acquisition of 14 TDR units. The developer of the receiving site (Bay Harbor Holdings / Integra Block 4) has concurrent applications with two other nearby privately-owned / fully developed sites to acquire the remaining 10 TDR units.

The donor site, in this instance, is currently developed as a two lot / 2-story / 16 DU apartment complex. The donor site is located at 9800 East Bay Harbor Drive and the legal description is Lots 24 and 25 of Block 9. The survey submitted indicates the donor site lot area is 25,892 sq. ft. / .5944 acres in size. Based on the existing lot area the site is entitled to 20 DU (.5944 acres @ 34 DUA = 20.21 or 20 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). With 16 DU on the site and 20 DU allowed by right, the donor site currently has the ability to convey the four (4) TDR units requested.

July 22, 2014

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: BAY HARBOR HOLDINGS, LLC
Date: 7/16/2014 Time: 3:04 PM
Receipt Number: MAIN / 82892
Clerk: SCHERRIE

DONOR SITE: 9800 E. BHD

ITEM	REFERENCE	AMOUNT
MISC	TDR FEE/10201-10231	1,000.00
Total:		1,000.00
Check	001093	1,000.00
Change:		0.00

bor Holdings, LLC

of Bay Harbor

Type Reference
Bill 06/30/2014-Fee2

Original Amt.
1,000.00

Balance Due
1,000.00

6/30/2014
Discount
Check Amount

001093

Payment
1,000.00
1,000.00

Received Site: 10201-10231 EBHD

Donor Site: 9800 EBHD

Equity (738 Application Fee

1,000.00



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ _____
TDR UNITS REQUESTED: _____ PROJECT TOTAL UNITS: _____
APPROVAL DATE: _____ APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name Bay Harbor Holdings, LLC		
Phone (786) 472-1301	e-mail apeters13fi.com	Fax ()
Address 848 Brickell Avenue, PH 1		
City and State Miami, FL	Zip Code 33131	
Relationship to Property: owner of receiver site		

RECEIVER SITE INFORMATION

Owner's Name Bay Harbor Holdings, LLC		
Phone (786) 472-1301	e-mail apeters@13fi.com	Fax ()
Address 848 Brickell Avenue, PH 1		
City and State Miami, FL	Zip Code	
Property Address/Location 10201-10231 East Bay Harbor Dr.		
Legal Description: LOT(S) 6, 7, 8 BLOCK 4		
Folio Number 13-2227-001-0840 & 0850	Current Zoning RM-1	
Property size 0.775 acres	Purchase date 12/27/2012	
Existing use of the property Multifamily residential apartments		
Describe Existing Structure on Property Two 2-story apartment buildings with a total of 32 living units.		
Dwelling units to be received 4		
Total Dwelling units including TDR 40		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 4/2/2014

If Not, then attach preliminary site plan.

ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☐ No ☒

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name 9770 E Bay Harbor Properties, LLC		
Phone (305) 357-5556	e-mail merkma@aol.com	Fax ()
Address 701 Brickell Avenue, Suite 2040		
City and State Miami, FL		Zip Code 33131
Property Address/Location 9800 E. Bay Harbor Dr.		
Legal Description: LOT(S) 24/25 BLOCK 9		
Folio Number 13-2227-001-2080	Current Zoning RM-2	Year built 1950
Property size 0.60 acres	Purchase date 6/18/2014	
Existing use of the property Multifamily residential		
Describe Existing Structure on Property one 2-story apartment building with 16 living units		
Dwelling units to be transferred to TDR Bank 4 to Receiver Site		
Units permitted 20		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)
Survey must be current (no more than 6 months old)

Name of Surveyor Royal Point Land Surveyors, Inc. (Receiver)		
Address 6175 NW 153 Street, Suite 321, Miami Lakes, FL 33014		
Phone (305) 822-6062	e-mail	Fax ()

Name of Surveyor Same as above (Donor)		
Address		
Phone ()	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ Building must have obtained 40 or 50 Year Certification - If Applicable
- ☐ Outstanding Liens or Code Violations must be cured and/or paid - If Applicable

Other inspections to be performed may include, but are not limited to, the following items:

- | | | | |
|---|--|---|---------------------------------------|
| ☐ Exterior paint | ☐ Windows | ☐ Doors | ☐ Elevators |
| ☐ Steps | ☐ Railings | ☐ Landscaping | ☐ Parking area |
| ☐ Pool/Recreation facilities | ☐ Fences/Walls | ☐ Plumbing | |
| ☐ Electrical System | ☐ A/C equipment | ☐ Roof mounted equipment/screening | |
| ☐ Roofing | | | |

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14 day of JULY, 2014,
by ARMANDO KRASSENTI on behalf of
BAY HARBOR HOLDINGS LLC, a Florida (corporation) (partnership) (Other:
.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

FLORA SEREBRENNIK
MY COMMISSION # FF 010858
EXPIRES: April 22, 2017
Bonded Thru Budget Notary Services

My Commission Expires: 4/22/17

Notary Public, State of Florida

Print Name: FLORA SEREBRENNIK

by: 9770 E Bay Harbor Properties LLC

DONOR SITE

Signature of Owner (Applicant)

Heide Barbera Manager

Signature of Owner (Co-Applicant)

Date

Date



FLORA SEREBRENNIK
MY COMMISSION # FF 010858
EXPIRES: April 22, 2017
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10 day of July, 2014,
by Heide Barbera on behalf of
Manager - 9770 E Bay Harbor Properties LLC Florida (corporation) (partnership) (Other:
.) He/She is personally known to me or has produced
Driver License (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

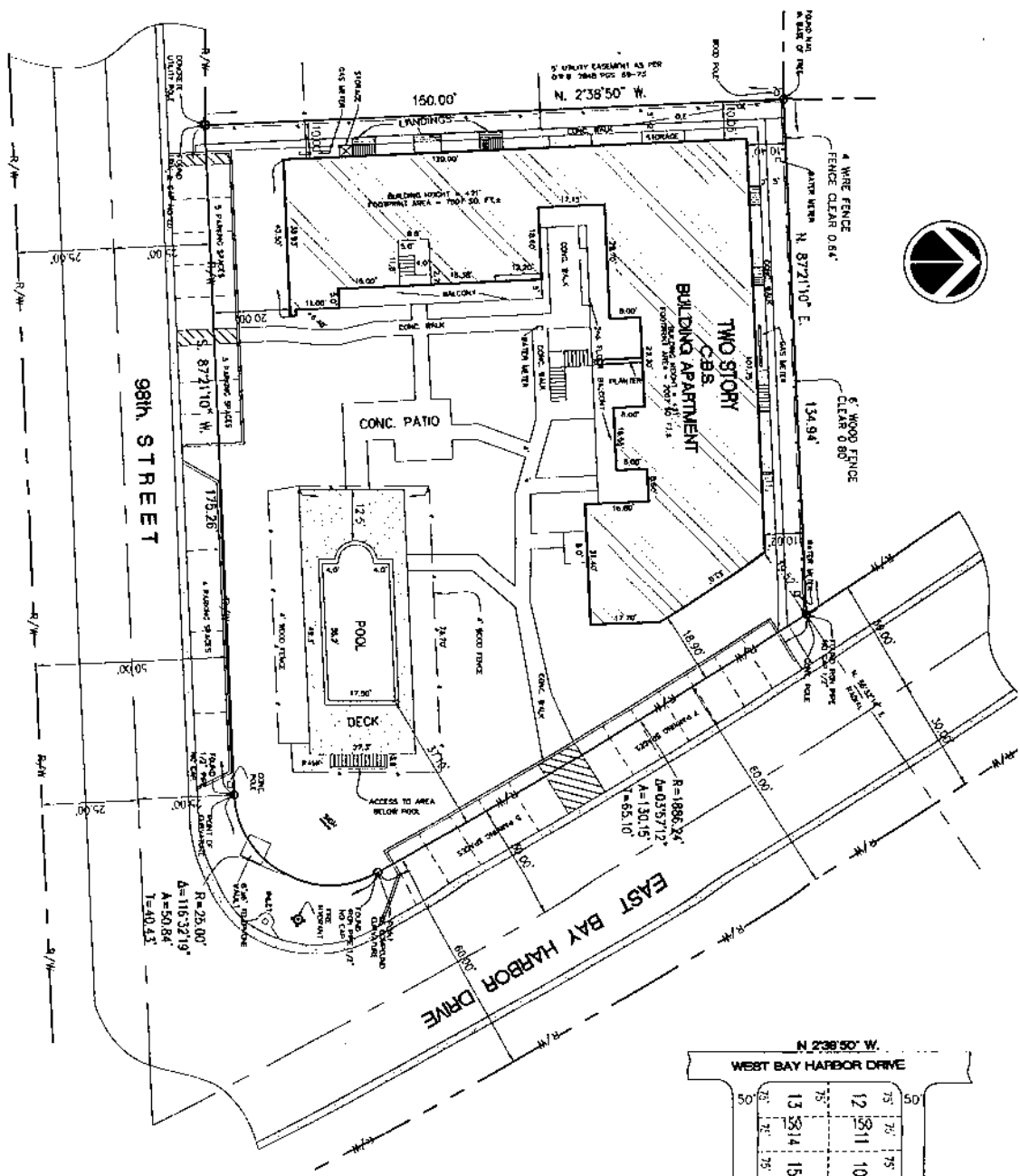
Print Name: Ghislaine Gil



GHISLAINE GIL
MY COMMISSION #FF129064
EXPIRES June 3, 2018
FloridaNotaryService.com

C/M	0510-40 ELECTRIC	FIC	FLORIDA EAST COAST
-----	------------------	-----	--------------------

- [illegible]



Property Address: 9800-9850 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA
Tax Folio #13-2227-001-2089

Area of parcel = 0.5944 +/- acres

SCHEDULE B - SECTION II

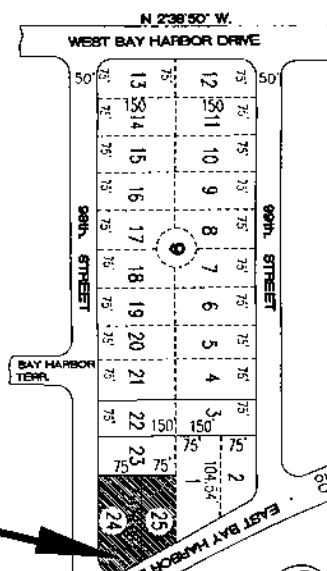
TITLE COMMITMENT PROVIDED BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment No.: 1062-2858459, effective date: November 1, 2012 @ 11:59 PM
Items 1 through 6: "General & Special Exceptions". No other exceptions noted
for Subject Parcel

9 - Restrictions, dedications, conditions, reservations, easements and other matters shown on the plot of BAY HARBOR ISLAND, as recorded in Plot Book 46, Page 5, of the Public Records of Miami-Dade County, Florida (Does affect Subject Property - Record Plot)

10- Terms, conditions, covenants, restrictions and easements as contained in that Declaration of Restrictions Concerning BAY HARBOR (S.A.) recorded April 19, 1947 in Deed Book 2844, Page 69 as amended and/or altered by that Assignment recorded March 30, 1977 in Official Record Book 9632, Page 157, and by that Notice to Extend recorded April 14, 1977 in Official Record Book 9649, Page 233, all of the Public Records of Miami-Dade County, Florida (Does Affect Subject Property - Plotted on Survey).

11- Deed of Conservation Easement in favor of the State of Florida, Board of Trustees



LOCATION MAP
RAY HARBOR ISLANDS, WALKER COUNTY, ALABAMA
NOT TO SCALE



CFN 2014R0440862
DR Bk 29200 Pgs 1995 - 2026; (32pgs)
RECORDED 06/20/2014 09:48:37
DEED DOC TAX 31,050.00
SURTAX 23,287.50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Eduardo M. Soto, Esq.
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

Tax Folio Numbers: 13-2227-001-2090;
13-2227-001-2091;
13-2227-001-2080

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 18th day of June, 2014, by **BAY HARBOR HOLDINGS LLC**, a Delaware limited liability company, whose mailing address is 848 Brickell Avenue, PH1, Miami, Florida 33131 ("Grantor"), and **9770 E BAY HARBOR PROPERTIES LLC**, a Florida limited liability company, whose mailing address is 701 Brickell Avenue, Suite 2040, Miami, Florida 33131 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee and Grantee's heirs and assigns forever the following land situate, lying and being in Miami-Dade County, Florida, to wit:

SEE EXHIBIT "A"

THIS CONVEYANCE IS SUBJECT TO: (a) taxes and assessments for the year 2014 and all subsequent years; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (c) conditions, restrictions, limitations, matters and easements of record, if any, but this reference shall not operate to reimpose same.

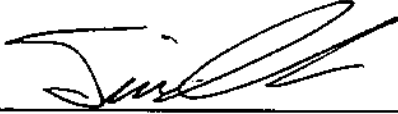
TO HAVE AND TO HOLD unto Grantee and Grantee's heir, successors and assigns in fee simple forever.

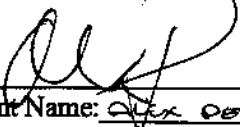
AND GRANTOR does hereby specifically warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

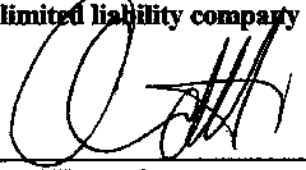
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the day and year first written above.

Witnesses:


Print Name: Tim Daniels


Print Name: Alex Daniels

**BAY HARBOR HOLDINGS LLC, a
Delaware limited liability company**

By: 
Name: Arnaud Karsenti
Title: Authorized Representative

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

The foregoing instrument was acknowledged before me this 18 day of June, 2014, by Arnaud Karsenti, as Authorized Representative of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company, on behalf of the company, who (check one) ☒ is personally know to me or [] has produced a Florida drivers license as identification.

My Commission Expires: 4/22/17


NOTARY PUBLIC, State of Florida
Print Name: FLORA SEREBRENNIK



EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ONE

Lot 1, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL TWO

Lot 2, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels One and Two a/k/a 9700 East Bay Harbor Drive, Bay Harbor Islands, Florida.
Folio Number: 13-2227-001-2090)

PARCEL THREE

Lot 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(a/k/a 1050 98th Street, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2091)

PARCEL FOUR

Lot 24, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL FIVE

Lot 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels Four and Five a/k/a 9800 East Bay Harbor Drive, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2080)

Together with those fourteen (14) TDR's running with the Property, as such term is defined in Chapter 23, Section 23-22.2 of the Code of Ordinances, Bay Harbor Islands, Florida.

**ACTION BY WRITTEN CONSENT FOR
BAY HARBOR HOLDINGS LLC,
a Delaware limited liability company**

The undersigned, Wexford Capital LP, being the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company") and all parties required to consent to a Significant Event, as defined in the operating agreement of the Company dated December 31, 2012, as amended, hereby consent to, approve and adopt the following resolutions by this instrument in lieu of holding a meeting:

BE IT RESOLVED that this Company sell to 9770 E Bay Harbor Properties LLC, a Florida limited liability company ("Buyer") the real property particularly described in Exhibit "A" attached hereto and made a part hereof ("Property") for the purchase price of Five Million One Hundred Seventy Five Thousand Dollars and 00/100 (\$5,175,000.00) and otherwise under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation, as subsequently assigned to the Buyer.

BE IT FURTHER RESOLVED that Arnaud Karsenti, as the Authorized Representative of the Company, be and he is hereby authorized and directed to negotiate the specific terms and conditions of the sale and Arnaud Karsenti acting alone, is further authorized to execute and deliver on behalf of the Company such instruments and documents as may be necessary or required in order to consummate the sale, all of which shall contain such terms and conditions as the Authorized Representative of this Company shall determine to be in the best interest of the Company, with the signature of said Authorized Representative to be conclusive evidence of such determination and of the authority of said Authorized Representative to execute and deliver the same.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the 12th day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: [Signature]

Name: Arthur Amron

Title: Vice President and Assistant Secretary

CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By: _____

Name: _____

Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company,

By: _____

Name: Arnaud Karsenti

Title: Manager

Prepared by Ed Soto ush-law

Approved by Phil Braunstein

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the ____ day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

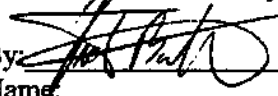
Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: _____
Name: _____
Title: _____

CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By: 
Name: _____
Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company,

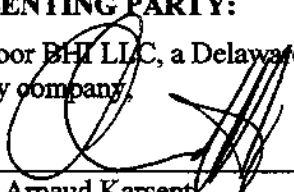
By: 
Name: Arnaud Karsenti
Title: Manager

EXHIBIT "A"

PROPERTY

PARCEL ONE

Lot 1, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL TWO

Lot 2, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels One and Two a/k/a 9700 East Bay Harbor Drive, Bay Harbor Islands, Florida.
Folio Number: 13-2227-001-2090)

PARCEL THREE

Lot 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(a/k/a 1050 98th Street, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2091)

PARCEL FOUR

Lot 24, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL FIVE

Lot 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels Four and Five a/k/a 9800 East Bay Harbor Drive, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2080)

**CERTIFICATE OF COMPANY RESOLUTIONS
COMPANY STATUS AND INCUMBENCY
OF BAY HARBOR HOLDINGS LLC**

THE UNDERSIGNED, Arthur Amron, as Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company, the general partner (the "General Partner") of Wexford Capital LP, a Delaware limited partnership, the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company"), does hereby certify that:

1. The Company is a duly formed, validly existing Company in good standing under the laws of the State of Delaware and is authorized to transact business in the State of Florida.

By written consent of the Company, and on behalf of the Company, the following resolutions were unanimously adopted, and the same have not been revoked, canceled, or amended in any manner and are in full force and effect on the date hereof:

BE IT RESOLVED that this Company sell to 9770 E Bay Harbor Properties LLC, a Florida limited liability company ("Buyer") the real property particularly described in Exhibit "A" attached hereto and made a part hereof ("Property") for the purchase price of Five Million One Hundred Seventy Five Thousand Dollars and 00/100 (\$5,175,000.00) and otherwise under the terms and conditions set forth in the Purchase and Sale Agreement dated the 2nd day of May 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation, as subsequently assigned to the Buyer.

BE IT FURTHER RESOLVED that Arnaud Karsenti, as the Authorized Representative of the Company, be and he is hereby authorized and directed to negotiate the specific terms and conditions of the sale and Arnaud Karsenti acting alone, is further authorized to execute and deliver on behalf of the Company such instruments and documents as may be necessary or required in order to consummate the sale, all of which shall contain such terms and conditions as the Authorized Representative of this Company shall determine to be in the best interest of the Company, with the signature of said Authorized Representative to be conclusive evidence of such determination and of the authority of said Authorized Representative to execute and deliver the same.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

THE UNDERSIGNED CERTIFIES that attached hereto as Exhibits "B", "C", are true, complete and correct copies of the following as in effect on the date hereof:

(i) Certificate of Good Standing from the Delaware Secretary of State; and (ii) Authorization to Transact Business in Florida , of the Company.

The following are duly elected or appointed to the offices of the Company set forth opposite their respective names and are incumbent in such offices as of the date hereof.

Name:

Title

Wexford Capital LP, a Delaware limited partnership

Manager

IN WITNESS WHEREOF, Arthur Amron, as Vice President and Assistant Secretary of the Company, has set his hand this 12th day of June, 2014.

BAY HARBOR HOLDINGS, LLC, a Delaware limited liability company

By: Wexford Capital LP, a Delaware limited partnership, its Manager:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

[Signature]

By: _____
Name: Arthur Amron
Title: Vice President and Assistant Secretary

STATE OF Connecticut)
COUNTY OF Fairfield) SS:

The foregoing instrument was acknowledged before me this 12th day of June by Arthur Amron, as Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company as General Partner of Wexford Capital LP, a Delaware limited partnership as Manager of Bay Harbor Holdings LLC a Delaware limited liability company, who [check one] ☒ is personally known to me or [] has produced _____ as identification.

Jacquelyn M. Werner
Notary Public, State of
Print Name: _____

My Commission Expires:

JACQUELYN M. WERNER
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2015

2

299558.2

EXHIBIT "A"

PROPERTY

PARCEL ONE

Lot 1, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL TWO

Lot 2, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels One and Two a/k/a 9700 East Bay Harbor Drive, Bay Harbor Islands, Florida.
Folio Number: 13-2227-001-2090)

PARCEL THREE

Lot 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(a/k/a 1050 98th Street, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2091)

PARCEL FOUR

Lot 24, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL FIVE

Lot 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels Four and Five a/k/a 9800 East Bay Harbor Drive, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2080)

EXHIBIT "B"
CERTIFICATE OF GOOD STANDING

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BAY HARBOR HOLDINGS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF JUNE, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BAY HARBOR HOLDINGS LLC" WAS FORMED ON THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

5265087 8300

140800300

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1427948

DATE: 06-05-14

EXHIBIT "C"
AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

State of Florida



Department of State

I certify from the records of this office that BAY HARBOR HOLDINGS LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on December 26, 2012.

The document number of this limited liability company is M12000007171.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on April 2, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.



CR2EO22 (1-11)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifth day of June, 2014

Ken Detzner
Ken Detzner
Secretary of State

**CERTIFICATE OF COMPANY RESOLUTIONS
COMPANY STATUS AND INCUMBENCY OF
13TH FLOOR BHI LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

THE UNDERSIGNED, Arnaud Karsenti, as Manager of 13th Floor BHI LLC, a Delaware limited liability company, ("BHI") does hereby certify that:

1. BHI is a duly formed, validly existing Delaware limited liability company, in good standing under the laws of the State of Delaware.
2. BHI is a member of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company").
3. Pursuant to the terms of the Company's operating agreement, BHI, in its capacity as a member of the Company, is required to consent certain transactions including the sale of any real property owned by the Company.
4. The Company has contracted to sell certain real property under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation (the "Sale").
5. BHI has been requested to provide its consent to the Sale in its capacity as a member of the Company to be evidenced by that certain ACTION BY WRITTEN CONSENT FOR BAY HARBOR HOLDINGS LLC, a Delaware limited liability company, in the form attached hereto as Exhibit "A" (the "Written Consent").

NOW THEREFORE, by written consent of BHI, the following resolutions were unanimously adopted, and the same have not been revoked, canceled, or amended in any manner and are in full force and effect on the date hereof:

BE IT RESOLVED that BHI, in its capacity as a member of the Company, provides its consent to the Sale and shall be authorized to execute the Written Consent authorizing the actions as set forth therein.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

THE UNDERSIGNED CERTIFIES that attached hereto as Exhibit "B", is a true and correct copy of the Certificate of Good Standing from the Delaware Secretary of State of BHI.

The following are duly elected or appointed to the offices of BHI set forth opposite their

respective names and are incumbent in such offices as of the date hereof.

Name:

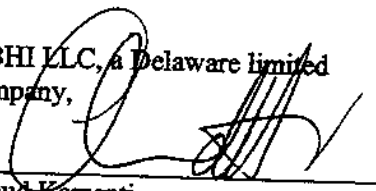
Arnaud Karsenti

Title

Manager

IN WITNESS WHEREOF, Arnaud Karsenti, Manager of 13th Floor BHI LLC, a Delaware limited liability company, has set his hand this 18 day of June, 2014.

13th Floor BHI LLC, a Delaware limited liability company,

By: 

Name: Arnaud Karsenti

Title: Manager

STATE OF FLORIDA)

SS:

COUNTY OF MICHIGAN-DADE)

The foregoing instrument was acknowledged before me this 18 day of JUNE, 2014, by Arnaud Karsenti, Manager of 13th Floor BHI LLC, a Delaware limited liability company, who (check one) [☒] is personally known to me or [☐] has produced _____ as identification.

My Commission Expires: 4/22/17


Notary Public, State of

Print Name: FLORA SEREBRENNIK



FLORA SEREBRENNIK
MY COMMISSION # FF 010858
EXPIRES: April 22, 2017
Becoded Thru Budget Notary Services

EXHIBIT "A"
WRITTEN CONSENT

ACTION BY WRITTEN CONSENT FOR
BAY HARBOR HOLDINGS LLC,
a Delaware limited liability company

The undersigned, Wexford Capital LP, being the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company") and all parties required to consent to a Significant Event, as defined in the operating agreement of the Company dated December 31, 2012, as amended, hereby consent to, approve and adopt the following resolutions by this instrument in lieu of holding a meeting:

BE IT RESOLVED that this Company sell to 9770 E Bay Harbor Properties LLC, a Florida limited liability company ("Buyer") the real property particularly described in Exhibit "A" attached hereto and made a part hereof ("Property") for the purchase price of Five Million One Hundred Seventy Five Thousand Dollars and 00/100 (\$5,175,000.00) and otherwise under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation, as subsequently assigned to the Buyer.

BE IT FURTHER RESOLVED that Arnaud Karsenti, as the Authorized Representative of the Company, be and he is hereby authorized and directed to negotiate the specific terms and conditions of the sale and Arnaud Karsenti acting alone, is further authorized to execute and deliver on behalf of the Company such instruments and documents as may be necessary or required in order to consummate the sale, all of which shall contain such terms and conditions as the Authorized Representative of this Company shall determine to be in the best interest of the Company, with the signature of said Authorized Representative to be conclusive evidence of such determination and of the authority of said Authorized Representative to execute and deliver the same.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the ____ day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: _____
Name: _____
Title: _____

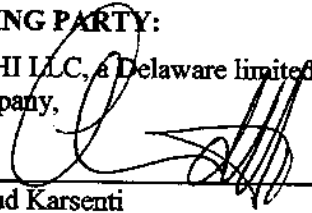
CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By: _____
Name: _____
Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company,

By:  _____
Name: Arnaud Karsenti
Title: Manager

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the ____ day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

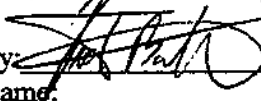
Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: _____
Name: _____
Title: _____

CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By:  _____
Name: _____
Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company,

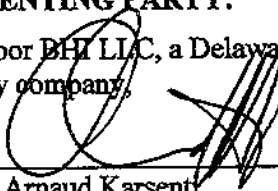
By:  _____
Name: Arnaud Karsenti
Title: Manager

EXHIBIT "B"
CERTIFICATE OF GOOD STANDING

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "13TH FLOOR BHI, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF JUNE, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "13TH FLOOR BHI, LLC" WAS FORMED ON THE SEVENTEENTH DAY OF JANUARY, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

5276186 8300

140834374

You may verify this certificate online
at corp.delaware.gov/authdivr.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1450987

DATE: 06-13-14

**CERTIFICATE OF COMPANY RESOLUTIONS
COMPANY STATUS AND INCUMBENCY
OF BAY HARBOR PARTNERS GP, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

THE UNDERSIGNED, Victor Ballestas as Manager of Bay Harbor Partners GP, LLC a Florida limited liability company, ("Bay Harbor Partners") does hereby certify that:

1. Bay Harbor Partners is a duly formed, validly existing Florida limited liability company, in good standing under the laws of the State of Florida.
2. Bay Harbor Partners is a member of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company").
3. Pursuant to the terms of the Company's operating agreement, Bay Harbor Partners, in its capacity as a member of the Company, is required to consent certain transactions including the sale of any real property owned by the Company.
4. The Company has contracted to sell certain real property under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation (the "Sale").
5. Bay Harbor Partners has been requested to provide its consent to the Sale in its capacity as a member of the Company to be evidenced by that certain ACTION BY WRITTEN CONSENT FOR BAY HARBOR HOLDINGS LLC, a Delaware limited liability company, in the form attached hereto as Exhibit "A" (the "Written Consent").

By written consent of Bay Harbor Partners, the following resolutions were unanimously adopted, and the same have not been revoked, canceled, or amended in any manner and are in full force and effect on the date/hereof:

BE IT RESOLVED that Bay Harbor Partners, in its capacity as a member of the Company, provides its consent to the Sale and shall be authorized to execute the Written Consent authorizing the actions as set forth therein.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

THE UNDERSIGNED CERTIFIES that attached hereto as Exhibit "B", is a true and correct copy of the Certificate of Good Standing from the Florida Secretary of State of Bay Harbor Partners.

The following are duly elected or appointed to the offices of Bay Harbor Partners set

forth opposite their respective names and are incumbent in such offices as of the date hereof.

Name:

Victor Ballestas

Title

Manager

IN WITNESS WHEREOF, Victor Ballestas, Manager of Bay Harbor Partners GP, LLC
a Florida limited liability company, has set his hand this ____ day of June, 2014.

Bay Harbor Partners GP, LLC
a Florida limited liability company,

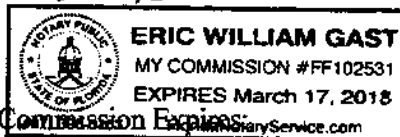
By: [Signature]
Name: Victor Ballestas
Title: Manager

STATE OF)

SS:

COUNTY OF)

The foregoing instrument was acknowledged before me this 16 day of June, 2014,
by A Victor Ballestas, Manager of Bay Harbor Partners GP, LLC, a Florida limited liability
company, who (check one) [☒] is personally known to me or [☐] has produced
Drivers License as identification.



Notary Public, State of

Print Name: ERIC W. GAST

EXHIBIT "A"
WRITTEN CONSENT

ACTION BY WRITTEN CONSENT FOR
BAY HARBOR HOLDINGS LLC,
a Delaware limited liability company

The undersigned, Wexford Capital LP, being the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company") and all parties required to consent to a Significant Event, as defined in the operating agreement of the Company dated December 31, 2014, as amended, hereby consent to, approve and adopt the following resolutions by this instrument in lieu of holding a meeting:

BE IT RESOLVED that this Company sell to 9770 E Bay Harbor Properties LLC, a Florida limited liability company ("Buyer") the real property particularly described in Exhibit "A" attached hereto and made a part hereof ("Property") for the purchase price of Five Million One Hundred Seventy Five Thousand Dollars and 00/100 (\$5,175,000.00) and otherwise under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation, as subsequently assigned to the Buyer.

BE IT FURTHER RESOLVED that Arnaud Karsenti, as the Authorized Representative of the Company, be and he is hereby authorized and directed to negotiate the specific terms and conditions of the sale and Arnaud Karsenti acting alone, is further authorized to execute and deliver on behalf of the Company such instruments and documents as may be necessary or required in order to consummate the sale, all of which shall contain such terms and conditions as the Authorized Representative of this Company shall determine to be in the best interest of the Company, with the signature of said Authorized Representative to be conclusive evidence of such determination and of the authority of said Authorized Representative to execute and deliver the same.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the ____ day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

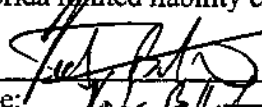
Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: _____
Name: _____
Title: _____

CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By: 
Name: _____
Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company

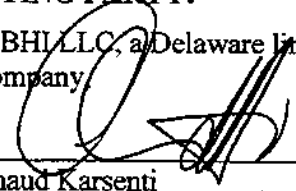
By: 
Name: Arnaud Karsenti
Title: Manager

EXHIBIT "B"
CERTIFICATE OF GOOD STANDING



Department of State

I certify from the records of this office that BAY HARBOR PARTNERS GP, LLC, is a limited liability company organized under the laws of the State of Florida, filed on December 19, 2012.

The document number of this company is L12000158760.

I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on March 19, 2014, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.



CR2EO22 (7-11)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of June, 2014

Ken Detzner
Ken Detzner
Secretary of State

**CERTIFICATE OF COMPANY RESOLUTIONS
COMPANY STATUS AND INCUMBENCY
OF WEXFORD CAPITAL LP,
A DELAWARE LIMITED PARTNERSHIP**

THE UNDERSIGNED, Arthur Amron, as Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company, the general partner (the "General Partner") of Wexford Capital LP, a Delaware limited partnership (the "Partnership"), does hereby certify that:

1. The Partnership is a duly formed, validly existing Delaware limited partnership, in good standing under the laws of the State of Delaware.
2. The Partnership is the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company").
3. Pursuant to the terms of the Company's operating agreement, the Partnership, in its capacity as the Manager of the Company, is required to consent to certain transactions including the sale of any real property owned by the Company.
4. The Company has contracted to sell certain real property under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation (the "Sale").
5. The Partnership has been requested to provide its consent to the Sale in its capacity as the Manager of the Company to be evidenced by that certain ACTION BY WRITTEN CONSENT FOR BAY HARBOR HOLDINGS LLC, a Delaware limited liability company, in the form attached hereto as Exhibit "A".

NOW THEREFORE, by written consent of the General Partner for and on behalf of the Partnership, the following resolutions were unanimously adopted, and the same have not been revoked, canceled, or amended in any manner and are in full force and effect on the date hereof:

BE IT RESOLVED that the Partnership, in its capacity as the Manager of the Company, provides its consent to the Sale and shall be authorized to execute the Written Consent authorizing the actions as set forth therein.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

THE UNDERSIGNED CERTIFIES that attached hereto as Exhibit "B", is a true and correct copy of the Certificate of Good Standing from the Delaware Secretary of State of the Partnership.

The following are duly elected or appointed to the offices of the Company set forth opposite their respective names and are incumbent in such offices as of the date hereof.

Name:

Title

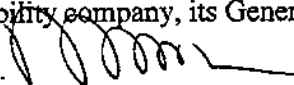
Arthur Amron

Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company, the general partner (the "General Partner") of the Partnership

IN WITNESS WHEREOF, Arthur Amron, as Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company, the general partner (the "General Partner") of the Partnership, has set his hand this 16th day of June, 2014.

Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: 

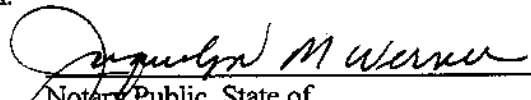
Name: Arthur Amron

Title: Vice President and Assistant Secretary

STATE OF Connecticut)
)
COUNTY OF Fairfield)
)
SS:

The foregoing instrument was acknowledged before me this 16th day of June, 2014, by Arthur Amron, as Vice President and Assistant Secretary of Wexford GP LLC, a Delaware limited liability company as General Partner of Wexford Capital LP, a Delaware limited partnership, who (check one) ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:


Notary Public, State of _____
Print Name: JACQUELYN M. WERN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2015

2

299627.1

EXHIBIT "A"
WRITTEN CONSENT

ACTION BY WRITTEN CONSENT FOR
BAY HARBOR HOLDINGS LLC,
a Delaware limited liability company

The undersigned, Wexford Capital LP, being the manager (the "Manager") of BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (the "Company") and all parties required to consent to a Significant Event, as defined in the operating agreement of the Company dated December 31, 2012, as amended, hereby consent to, approve and adopt the following resolutions by this instrument in lieu of holding a meeting:

BE IT RESOLVED that this Company sell to 9770 E Bay Harbor Properties LLC, a Florida limited liability company ("Buyer") the real property particularly described in Exhibit "A" attached hereto and made a part hereof ("Property") for the purchase price of Five Million One Hundred Seventy Five Thousand Dollars and 00/100 (\$5,175,000.00) and otherwise under the terms and conditions set forth in the Purchase and Sale Agreement dated May 2, 2014, entered into between the Company and BAR INVEST GROUP, Inc., a Florida corporation, as subsequently assigned to the Buyer.

BE IT FURTHER RESOLVED that Arnaud Karsenti, as the Authorized Representative of the Company, be and he is hereby authorized and directed to negotiate the specific terms and conditions of the sale and Arnaud Karsenti acting alone, is further authorized to execute and deliver on behalf of the Company such instruments and documents as may be necessary or required in order to consummate the sale, all of which shall contain such terms and conditions as the Authorized Representative of this Company shall determine to be in the best interest of the Company, with the signature of said Authorized Representative to be conclusive evidence of such determination and of the authority of said Authorized Representative to execute and deliver the same.

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the Buyer until receipt of written notice of any change therein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the ____ day of June 2014. This instrument shall be filed with the minutes of the proceedings of the Company.

MANAGER:

Wexford Capital LP, a Delaware limited partnership:

By: Wexford GP LLC, a Delaware limited liability company, its General Partner:

By: _____
Name: _____
Title: _____

CONSENTING PARTY:

Bay Harbor Partners GP, LLC
a Florida limited liability company,

By: _____
Name: _____
Title: Manager

CONSENTING PARTY:

13th Floor BHI LLC, a Delaware limited liability company,

By: _____
Name: Arnaud Karsenti
Title: Manager

EXHIBIT "B"
CERTIFICATE OF GOOD STANDING

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WEXFORD CAPITAL LP" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF JUNE, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WEXFORD CAPITAL LP" WAS FORMED ON THE THIRTEENTH DAY OF FEBRUARY, A.D. 2009.

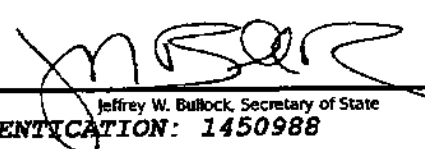
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4655680 8300

140834374

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1450988

DATE: 06-13-14



CFN 2013R0006597
OR Bk 28427 Pgs 3867 - 3870 (4pgs)
RECORDED 01/03/2013 15:18:12
DEED DOC TAX 91,950.00
SURTAX 68,962.50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and after Recording, Return to:

Richard B. MacFarland, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, FL 33434

Tax Parcel Numbers:

13-22270012091
13-22270012080
13-22270011250
13-22270011430
13-22270011440
13-22270011230
13-22270011110
13-22270010850
13-22270010840
13-22270012090

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **THE PALMS OF BAY HARBOR, LLC**, a Florida limited liability company, with a mailing address of 2700 South Nelson Street, Arlington, VA 22206 ("**Grantor**") for and in consideration of Ten Dollars, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto **BAY HARBOR HOLDINGS LLC**, a Delaware limited liability company with a mailing address of 411 West Putnam Avenue, Greenwich, CT 06830 ("**Grantee**"), all that certain property more particularly described on **Exhibit "A"** attached hereto and made a part hereof, together with all and singular the rights, tenements hereditaments and appurtenances thereto in anywise belonging thereto (collectively, the "**Property**").

TO HAVE AND TO HOLD the above-described Property, with all improvements thereon, unto Grantee in fee simple forever.

AND Grantor does hereby covenant with Grantee that said described Property is free from all liens and encumbrances except (a) conditions, restrictions, limitations, and easements of record, if any, but this provision shall not operate to reimpose the same; (b) zoning and other governmental regulations; and (c) taxes and assessments for the year 2013 and subsequent years.

AND the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor but against none other.

IN WITNESS WHEREOF, this instrument has been executed this 27 day of DECEMBER, 2012.

Witnesses:

Print Name: Colleen Hough

Print Name: Denise E. Hanna

Grantor:

THE PALMS OF BAY HARBOR, LLC, a
Florida limited liability company

By: Scott M. Herrick

Scott M. Herrick, Manager

Date: 12/27/12

STATE OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 27 day of DECEMBER, 2012 by Scott M. Herrick as Manager of The Palms of Bay Harbor, LLC, a Florida limited liability company, on behalf of the Company. He (☒) is personally known to me or (☐) presented _____ as identification.

Judith M. Smore
Notary Public

Commission Expires: 1/31/15



Exhibit "A"
Legal Description

Parcel 1:

Lots 1, 2 and 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Lots 24 and 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

Lots 1 and 2, LESS the East 11 feet and the Northerly 11 feet of Lot 2, Block 6, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lot 19, LESS the South and East 11 feet, Block 6, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lot 20, LESS the East 11 feet, Block 6, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 4:

Lots 14 and 15, Block 5, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lots 1 and 2, Block 5, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 5:

Receiver
Site

Lot 8, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lots 6 and 7, LESS the West 11 feet of Lots 6 and 7, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

**TRANSFERABLE DEVELOPMENT RIGHTS
PURCHASE AND SALE AGREEMENT**

THIS TRANSFERABLE DEVELOPMENT RIGHTS PURCHASE AND SALE AGREEMENT ("TDR Agreement") is made and entered into as of June 18th, 2014 ("Effective Date") by and between 9770 E BAY HARBOR PROPERTIES LLC, a Florida limited liability company ("9770"), and BAY HARBOR HOLDINGS LLC, a Delaware limited liability company (BHH and 9770 each a "Party", collectively, the "Parties").

RECITALS

WHEREAS, BAR INVEST GROUP, Inc., a Florida corporation ("BAR"), and BHH entered into that certain Purchase And Sale Agreement, dated as of May 2, 2014 (the "PSA"), which agreement was subsequently assigned by BAR to 9770, whereby BHH sold the real property described on Exhibit "A" attached hereto, to 9770 (the "Property");

WHEREAS, in connection with the sale of the Property, BHH conveyed the equivalent of 14 units worth of transferable development rights to 9770, which rights are appurtenant to, and run with the Property;

WHEREAS, the Parties agreed that subsequent to the sale of the Property from BHH to 9770, the equivalent of six (6) units worth of transferable development rights attached to the Property ("TDRs") would be transferred by 9770 to other real property owned by BHH within the Town of Bay Harbor Islands, Florida (the "Town") subsequent to the closing of the PSA;

WHEREAS, in consideration of the mutual covenants, conditions, and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and are incorporated by this reference as if set out in full in the body of this Agreement.

2. Transaction. Upon satisfaction of the Transfer Conditions, as defined herein, 9770 shall transfer the TDRs to BHH. The Parties agree that the transfer of the TDRs by 9770 to BHH was part of the consideration for the sale of the Property, including the reduced purchase price thereof, and the receipt and sufficiency of the consideration for this Agreement is hereby acknowledged. While the Parties contemplate that the TDRs which will be transferred from 9770 to BHH pursuant to this Agreement are those TDRs which are attached to the Property, 9770 may provide substitute TDRs to BHH at Closing, as defined herein, provided that such substitute TDRs transfer all of the same rights to BHH as those which are attached to the Property and that the transfer of such substitute TDRs does not result in any additional expense to BHH.

3. Deposit and Transfer. Together with the execution of this TDR Agreement, 9770 shall execute and place into escrow with Weiss Scrota Helfman Pastoriza Cole & Boniske, P.L.,

("Escrow Agent") a Warranty Deed For Transfer Of Development Rights And Declaration Of Restrictions, in the form attached hereto as Exhibit "B" (the "TDR Deed") which shall serve as a conditional conveyance of the TDRs. The Escrow Agent shall retain the TDR Deed in escrow until such time as the Transfer Conditions, as defined herein, have been met, at which time the TDR Deed shall be unconditional, and may be recorded by the Escrow Agent. In the event the Town prescribes a separate form for the TDR Deed, or requires revisions thereof in order to effectuate the transfer of the TDRs, 9770 shall execute a revised deed as required by the Town.

4. Approval of the Transfer. 9770 and BHH shall comply with all of the provisions of Chapter 23, Section 23-22.2 of the Code of Ordinances, Bay Harbor Islands, Florida (the "Bay Harbor Code"), applicable to the transfer of the TDRs and shall take all steps necessary to effectuate the transfer of the TDRs in accordance with this Agreement and the Bay Harbor Code, including, but not limited to:

(a) consenting to the recording of restrictions on the Property referencing the transfer of the TDRs;

(b) applying to the Town and/or consenting to any applications to the Town for designation as a "donor parcel" or "receiving parcel" as defined in the Bay Harbor Code; and

(c) providing and executing any other documents or instruments required by the Town in the Bay Harbor Code.

5. Closing. The closing of this transaction (the "Closing") shall take place at the offices of Escrow Agent within ten (10) days of the Town adopting a resolution in accordance with the Bay Harbor Code approving the transfer of the TDRs from 9770 to BHH (the "Resolution") and any appeal rights related to the adoption of the Resolution having expired. Upon confirmation from the Town that all conditions necessary to finalize the transfer of the TDRs have been met (the "Transfer Conditions"), the Escrow Agent shall be authorized to record the TDR without the need for further action or consent by 9770. The Closing can be effected through courier exchange of closing documents.

BHH shall have a period of twenty four (24) months from the Effective Date in which to comply with the Transfer Conditions (the "Closing Date"). In the event that BHH has not complied with all of the Transfer Conditions by the Closing Date, then provided that BHH has made a good faith effort in complying with the Transfer Conditions, the Closing Date may be extended for a period of twelve (12) months upon written notice from BHH to 9770 (the "Extended Closing Date"). In the event that a Transfer Condition has not been met due to 9770's delay in complying with any of its requirements under this Agreement, the Closing Date, or Extended Closing Date if applicable, shall be extended by a period of time equal to the length of such delay. If upon the expiration of the Extended Closing Date, BHH has not yet complied with the Transfer Conditions, the Parties shall in good faith negotiate a further extension of the Closing Date.

6. Closing Costs

(a) At closing, BHH shall pay the costs of transfer tax and documentary stamps, if any, on the 9770's Assignment, its own attorney's fees, and any costs associated with notifying the Town of the transfer of the TDRs.

(b) BHH shall pay any expenses related to its due diligence and inspections performed therein.

(c) 9770 shall pay its own attorney's fees and costs related to this Agreement.

7. Documents to be delivered at Closing The Parties shall deliver at Closing to each other any and all such reasonable and customary documents necessary to consummate the closing of this purchase and sale transaction and to confirm the transfer of the TDRs.

8. Default. In the event of a failure by either Party to perform any obligation or covenant which either of them is obligated to perform under this Agreement, no default shall occur until notice thereof is given to the defaulting Party by the other Party hereto asserting an event of default has occurred, describing the nature of the default, and giving a period of ten (10) days to cure the default.

If after notice and the expiration of the cure period provided herein, 9770 fails to perform any of its covenants as set forth in this Agreement or fails to properly convey the TDRs when obligated to do so in accordance with the terms hereof, BHH shall be entitled to seek specific performance against 9770 without waiving any rights to recover any actual damages and out-of-pocket expenses incurred by BHH including any costs incurred in connection with acquiring other transferable development rights which provide the same rights as the TDRs described herein. If after an event of default by 9770, BHH is unable to acquire transferable development rights granting the same rights as set forth herein due to a moratorium, lack of availability, or other similar cause, BHH shall recover from 9770 a sum equal to the fair market value of six (6) transferable development rights as of the Effective Date, or the date of 9770's default, whichever is higher.

9. Commission. Neither 9770 nor BHH has had any contact or dealings regarding the TDRs, or any communication in connection with the subject matter of this Agreement through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. Each Party shall indemnify and hold harmless the other from any claims for any commissions by any brokers, salesmen, or agents regarding the TDRs. The provisions of this Section shall survive termination of this Agreement.

10. Escrow Agent.

(a) The duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Assignment, and for the disposition of same in

accordance with this Agreement. Each of the parties to this Agreement shall and do jointly and severally indemnify Escrow Agent and hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur in connection with this Agreement or which may result from Escrow Agent's following of instructions from the parties, whether or not litigation is instituted.

(b) Escrow Agent shall not be liable: (i) to any of the parties for any act or omission to act except for Escrow Agent's own gross negligence or willful misconduct; (ii) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by Escrow Agent or exchanged by the parties under this Agreement, (iii) for the default, error, action, or omission of any party to this Agreement other than Escrow Agent; or (iv) for Escrow Agent's compliance with any legal process, subpoena, writs, orders, judgments, and decrees of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside, or reversed.

(c) Escrow Agent may: (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be bona fide and genuine; (ii) assume the validity and accuracy of any statement contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner, and execution, or validity, of any instrument deposited in escrow, or as to the identity, authority, or right of any person executing same. Nothing contained herein shall be deemed to prevent Escrow Agent from serving in a similar capacity on behalf of others.

11. Disputes.

(a) If any dispute arises among any of the parties to this Agreement and/or any third parties (whether concerning this Agreement, Escrow Agent's duties hereunder, the disposition of the Assignment, or any other matters), or if Escrow Agent shall be uncertain as to its duties or rights under this Agreement or shall receive instructions, claims, or demands from any of the other parties to this Agreement and/or any third parties with respect to the Assignment which, in Escrow Agent's opinion, are in conflict with each other or with any provision of this Agreement, or if Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the TDR Deed, Escrow Agent, upon giving written notice to 9770 and BHH, shall continue to hold the TDR Deed in escrow until such time as such dispute, uncertainty or lawsuit shall have been resolved to Escrow Agent's satisfaction, or by a final order or judgment of a court of competent jurisdiction.

(b) 9770 acknowledges that Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., is acting as Escrow Agent hereunder and is counsel to BHH. In the event of any dispute between 9770 and BHH, Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., shall be permitted to continue to represent BHH in such dispute.

12. Attorneys' Fees. In any dispute among the parties related to this Agreement, the party or parties not substantially prevailing shall pay, and shall be jointly and severally liable for: (i) the reasonable attorneys' fees and costs of the other party or parties involved in the dispute, and (ii) the amount owed to Escrow Agent under this Agreement for any attorneys' fees, costs, damages, or losses incurred by Escrow Agent in connection with such dispute.

13. Indemnification. 9770 and BHH, jointly and severally, agree to indemnify and hold Escrow Agent harmless from and against any and all liabilities incurred by it, and to indemnify and hold it harmless from and against any and all losses, costs, claims, damages, liabilities, and expenses, including reasonable attorneys' fees and other costs and expenses incurred, sustained by, or asserted against it, other than those arising out of the gross negligence or willful misconduct of Escrow Agent, including reasonable costs of investigation and attorneys' fees and disbursements which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with the acceptance of its appointment hereunder or in the performance of its duties hereunder, including any litigation arising from this Agreement..

14. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or mailed by certified or registered mail, postage prepaid, or by Federal Express, or similar overnight delivery service, and shall also be delivered electronically, addressed as follows:

If to the 9770:

Mr. Herve Barbera
Bar Invest Group, Inc.
701 Brickell Ave., Ste. 2040
Miami, FL 33131

With a copy to:

Stewart A. Merkin Esq.
174 NE. 96th St.
Miami, FL 33138

If to the BHH at:

BAY HARBOR HOLDINGS LLC
848 Brickell Avenue, PH1
Miami, FL 33131
Attention: Michael Nunziata
Telephone number: (352) 682-8303
Email: mnunziata@13fl.com

With a copy to:

Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.,
2525 Ponce de Leon Blvd
Suite 700
Coral Gables, Florida 33134
Attention: Eduardo M. Soto, Esq.
Telephone number: (305) 854-0800
Email: esoto@wsh-law.com

Notice shall be deemed to have been given upon receipt or refusal. Notice and delivery given by or to an attorney or broker representing the respective party under this Agreement shall be as effective as if given by or to that party.

15. Miscellaneous.

(a) Each of Parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable attorneys' fees and costs incurred by the prevailing party at all trial and appellate levels. The provisions of this subsection shall survive the Closing coextensively with other surviving provisions of this Agreement.

(d) In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and section headings shall be disregarded.

(e) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(f) Time shall be of the essence for each and every provision hereof. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday. Except as specified herein, all time periods in this Agreement shall be calculated as calendar days.

(g) This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

(h) All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

(i) The facsimile or electronic signature of any party hereto shall be as binding as the original signature of such party for all purposes.

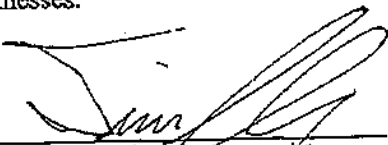
(j) This Agreement has been entered into in the State of Florida and shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without giving effect to the rules governing conflict of laws.

(k) The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or will occur in Miami-Dade County, Florida, and that, therefore, each of the parties irrevocably and unconditionally (i) agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Agreement may be brought exclusively in the courts of record of the state of Florida in Miami-Dade County or the District Court of the United States, Southern District of Florida, sitting in Miami-Dade County; (ii) waives any objection that it may have to the laying of venue of any such lawsuit, action, or proceeding in any such court.

(l) Seller and Buyer mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to this Agreement. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for Seller/Buyer to enter into this Agreement.

Signed in the presence of:

Witnesses:


Print Name: TIM SANDERS


Print Name: ALEX PETERS

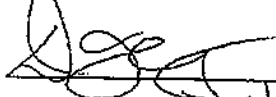
BHH:

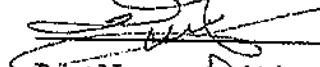
BAY HARBOR HOLDINGS, LLC, a
Delaware limited liability company

By: 
Name: Arnaud Karsenti
Title: Authorized Representative

Date: 6/18, 2014

Witnesses:


Print Name: Dulce Lutz


Print Name: DAMIAN ALVARIZ

9770::

9770 E BAY HARBOR PROPERTIES
LLC, a Florida limited liability company

By: 
Name: HECTOR BARRERA
Title: Manager

EXHIBIT A TO TDR AGREEMENT
THE PROPERTY

PARCEL ONE

Lot 1, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL TWO

Lot 2, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels One and Two a/k/a 9700 East Bay Harbor Drive, Bay Harbor Islands, Florida.
Folio Number: 13-2227-001-2090)

PARCEL THREE

Lot 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(a/k/a 1050 98th Street, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2091)

PARCEL FOUR

Lot 24, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

PARCEL FIVE

Lot 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

(Parcels Four and Five a/k/a 9800 East Bay Harbor Drive, Bay Harbor Islands, Florida
Folio Number: 13-2227-001-2080)

EXHIBIT B TO TDR AGREEMENT

TDR Deed

*This instrument prepared by,
and after recording return to:*

Eduardo M. Soto, Esq.
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Miami, Florida 33134

Folio No.

[Space above line reserved for recording office use]

**WARRANTY DEED FOR TRANSFER OF
DEVELOPMENT RIGHTS AND DECLARATION OF RESTRICTIONS**

THIS INDENTURE, made as of the ____ day of _____, 2014 between XXX, whose post office address is _____, Bay Harbor, FL 33154, hereinafter called Grantor, and ABC, LLC, a Florida limited liability company, whose post office address is _____, hereinafter called Grantee:

(wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), to the Grantor in hand paid by the Grantee, the receipt whereof is acknowledged, has granted, bargained and sold to the Grantee and the Grantee's heirs, successors and assigns forever, SIX (6) UNITS OF DEVELOPMENT RIGHTS (the "Development Rights") as set forth in the Town of Bay Harbor Island Zoning and Planning Code (the "Town Code"), Section _____ and Resolution No. _____ from the following described property (the "Donor Parcel") situate, lying and being in Miami-Dade County, Florida to wit:

AND THE GRANTOR DOES HEREBY FULLY WARRANT the title to said Development Rights and will defend the same against the lawful claims of all person, whosoever, and the Grantor hereby represents that the transfer of the Development Rights to the Grantee herein has been approved by the Town of Bay Harbor Islands in accordance with the requirement of the Town Code, avers that the Rights are hereby severed and extinguished from the Donor Parcel.

SAVING AND RESERVING TO THE GRANTOR all other rights to develop the Donor Parcel in accordance with the Town Code, except for the Development Rights that are hereby transferred to the Grantee.

The Development Rights transferred to the Grantee by this instrument are and shall be appurtenant to the following described land now owned by the Grantee (the "Receiving Parcel") unless and until such Development Rights are subsequently transferred in accordance with the provisions of the Town Code:

The use of the Donor Parcel and the Receiving Parcel is hereby restricted to uses permitted under the Town Code, as amended from time to time.

This instrument may be executed in counterparts with the respective original signature pages assembled into one document for recordation in the Public Records of Miami-Dade County.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents effective as of the day and year first above written, with the joinder and consent of the Grantee.

Signed, sealed and delivered in the presence of Witnesses:

Witnesses:

Print name: _____

By: _____
Name: NOT FOR EXECUTION
Title: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by _____, who ☐ is personally known to me or ☐ produced
_____ as identification.

Notary Public

Print name: _____

My commission expires:

JOINDER AND CONSENT BY RECEIVING PARCEL OWNER

The undersigned owner of the Receiving Parcel hereby joins in and consents to the foregoing Warranty Deed for Transfer of Development Rights and Declaration of Restrictions and acknowledges that the same is and shall be binding upon the undersigned owner.

EXECUTED by the undersigned on the _____, day of _____, 2014, to be effective on the date first written above.

Signed, sealed and delivered in the presence of Witnesses:

Witnesses:

Print name: _____

By: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, who ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public

Print name: _____

My commission expires:

EXHIBIT B TO TDR AGREEMENT

TDR Deed

*This instrument prepared by,
and after recording return to:*

Eduardo M. Soto, Esq.
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Miami, Florida 33134

Folio No.

[Space above line reserved for recording office use]

**WARRANTY DEED FOR TRANSFER OF
DEVELOPMENT RIGHTS AND DECLARATION OF RESTRICTIONS**

THIS INDENTURE, made as of the ____ day of _____, 2014 between XXX,
whose post office address is _____, Bay Harbor, FL 33154, hereinafter called
Grantor, and ABC, LLC, a Florida limited liability company, whose post office address is
_____, hereinafter called Grantee:

(wherever used herein, the terms "Grantor" and "Grantee" include all parties to
this instrument and the heirs, legal representatives and assigns of individuals, and
the successors and assigns of corporations)

WITNESSETH, That Grantor, for and in consideration of the sum of Ten Dollars
(\$10.00), to the Grantor in hand paid by the Grantee, the receipt whereof is acknowledged, has
granted, bargained and sold to the Grantee and the Grantee and the Grantee's heirs, successors
and assigns forever, SIX (6) UNITS OF DEVELOPMENT RIGHTS (the "**Development
Rights**") as set forth in the Town of Bay Harbor Island Zoning and Planning Code (the "**Town
Code**"), Section _____ and Resolution No. _____ from the following described property (the
"**Donor Parcel**") situate, lying and being in Miami-Dade County, Florida to wit:

AND THE GRANTOR DOES HEREBY FULLY WARRANT the title to said
Development Rights and will defend the same against the lawful claims of all person,
whosoever, and the Grantor hereby represents that the transfer of the Development Rights to the
Grantee herein has been approved by the Town of Bay Harbor Islands in accordance with the
requirement of the Town Code, avers that the Rights are hereby severed and extinguished from
the Donor Parcel.

SAVING AND RESERVING TO THE GRANTOR all other rights to develop the Donor Parcel in accordance with the Town Code, except for the Development Rights that are hereby transferred to the Grantee.

The Development Rights transferred to the Grantee by this instrument are and shall be appurtenant to the following described land now owned by the Grantee (the "Receiving Parcel") unless and until such Development Rights are subsequently transferred in accordance with the provisions of the Town Code:

The use of the Donor Parcel and the Receiving Parcel is hereby restricted to uses permitted under the Town Code, as amended from time to time.

This instrument may be executed in counterparts with the respective original signature pages assembled into one document for recordation in the Public Records of Miami-Dade County.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents effective as of the day and year first above written, with the joinder and consent of the Grantee.

Signed, sealed and delivered in the presence of Witnesses:

Witnesses:

Print name: _____

By: _____
Name: **NOT FOR EXECUTION**
Title: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, who ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public

My commission expires:

Print name: _____

JOINDER AND CONSENT BY RECEIVING PARCEL OWNER

The undersigned owner of the Receiving Parcel hereby joins in and consents to the foregoing Warranty Deed for Transfer of Development Rights and Declaration of Restrictions and acknowledges that the same is and shall be binding upon the undersigned owner.

EXECUTED by the undersigned on the _____, day of _____, 2014, to be effective on the date first written above.

Signed, sealed and delivered in the presence of Witnesses:

Witnesses:

Print name: _____ By: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, who ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public

Print name: _____

My commission expires:

July 25, 2014



Marlene Marante, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Robert H. Yaffe
Mayor

Jordan W. Leonard
Vice-Mayor

Stephanie Bruder
Council Member

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Solange M. Rousselot
Council Member

Isaac Salver
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW MULTI-FAMILY
Transfer of Development Rights
9800 E. Bay Harbor Drive

Dear Ms. Marante:

As per your request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS

1. Exterior paint (good condition - can use some touch up paint)
2. Pool/Recreation (lock on gate is broken)
3. Landscaping (good condition)
4. Steps/Railings (need some minor stucco and paint)
5. Windows (Jalousie) good condition
6. Roof (good condition)
7. Doors (Storage must be replaced deteriorated)

PLUMBING REPAIRS

1. No lint trap on public laundry room.
2. Lock on gate to public pool is broken.
3. Pool needs repairs, water several inches below pool gutter.

MECHANICAL REPAIRS

1. Need to install proper exhaust vents for dryers in laundry room washing machines.

ELECTRICAL REPAIRS ~ No Repairs required

This building was built in 1950. The building was re-certified in 2004. The re-certification from 2010 is pending from Miami-Dade County Property Appraisers office.

Attached are pictures for your records pertaining to the site.

If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee,
Chief Building Official

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



October 25, 2004

Building Code Compliance Office
Metro- Dade Flagler Building
140 West Flagler St. Suite 1603
Miami, Fla 33130-1563

Gentlemen:

According to our records the following properties have **complied** with the 40 years re-certification in accordance with Ordinance #75-34 amended by Ordinance 92-1.

Town Council

Isaac Salver
Mayor

Peter G. Lynch
Vice-Mayor

George C. Reycraft
Councilman

Jill R. Serfaty
Councilwoman

Ileene S. Wallace
Councilwoman

Kenneth Weinstein
Councilman

Robert H. Yaffe
Councilman

Owner: T & C Associates, LTD
Property Address: 10201 E. Bay Harbor Drive
Folio: #13-2227-001-0850
Lot 8 / Block 4

Owner: T & C Associates, LTD
Property Address: 1050 - 98 Street
Folio: #13-2227-001-2091
Lot 3 / Block 10

Owner: T & C Associates, LTD
Property Address: 9800-50 E. Bay Harbor Drive
Folio: #13-2227-001-2080
Lot 24-25 / Block 9

Town Officials

Greg Tindle
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

John S. Ross
Chief of Police

Alan K. Short
Finance Officer

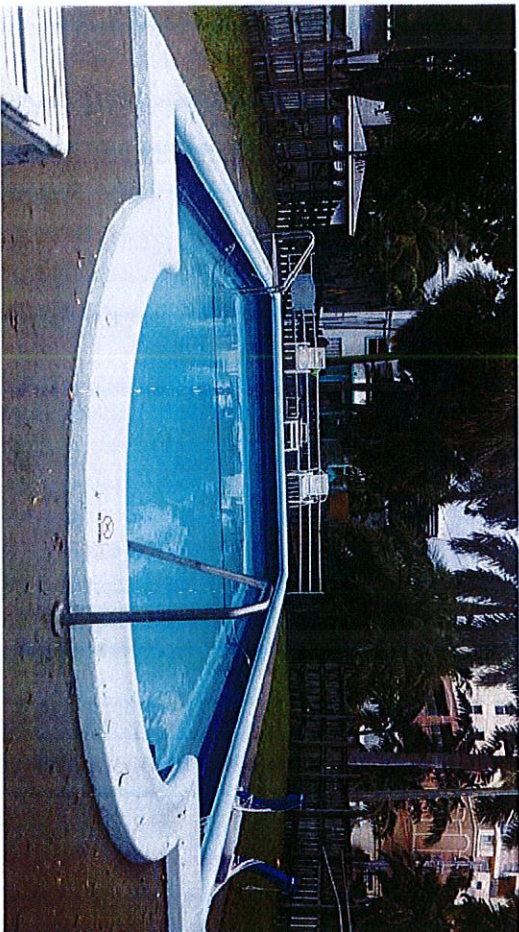
Owner: T & C Associates, LTD
Property Address: 9770-90 E. Bay Harbor Drive
Folio: #13-2227-001-2090
Lot 1-2 / Block 10

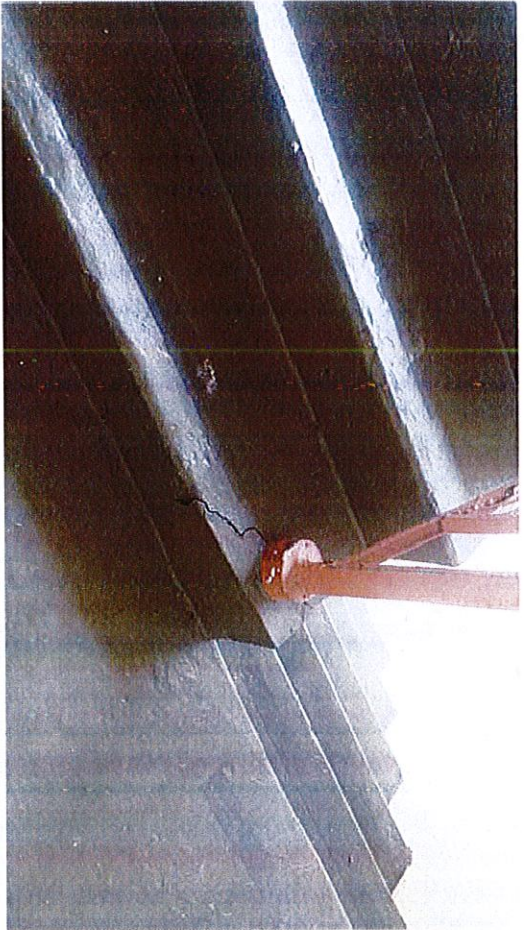
Owner: T & C Associates, LTD
Property Address: 10231 E. Bay Harbor Drive
Folio: #13-2227-001-0840
Lot 6-7 / Block 4

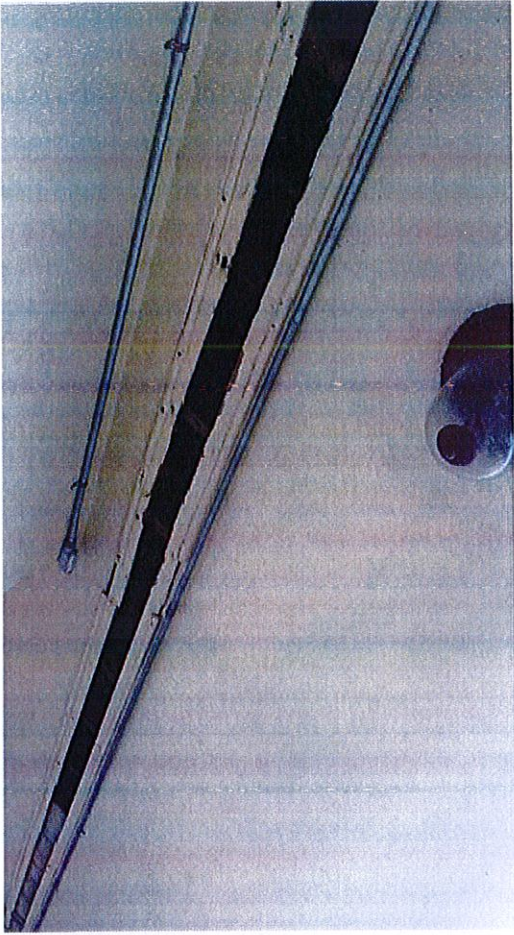
If you have any questions, please contact the Building Department at (305) 993-1786.

Sincerely Yours,

Ayanidys J. Marante
Ayanidys J. Marante
Building Department Clerk







Town of Bay Harbor Islands Code Compliance Department

TDR Inspection

Date: July 25, 2014

Property Address: 9800 East Bay Harbor Drive
Bay Harbor Islands, FL 33154



View of the property from East Bay Harbor Drive



Found a blue real estate sign with white lettering posted to the building.

17-2(a) "For Sale" and/or "For Rent" signs on improved property and "For Sale" and/or "For Lease" signs on unimproved property shall not exceed one sign on each property, shall be no greater than 1.5 square feet in size, and shall be limited to: situation (sale, rent, lease, zoning, size of property); name of owner; broker or agent; phone number/E-mail; designs or trademarks, provided such design. Such signs shall be outdoors only and in plain black lettering on white background, with no iridescent paint or coloring or other lighting, and shall be of neat professional appearance..... The supports of such signs shall be placed securely in the ground in the street front yard of the property no nearer than 15 feet to the side property lines, and the sign top shall be no more than four feet from the ground, subject to the approval of the town manager.

Town of Bay Harbor Islands Code Compliance Department

TDR Inspection



Found the walkway paint is peeling throughout the property.

24-9 (e) All exterior surfaces subject to deterioration shall be properly maintained and protected from the elements by paint or other approved protective coating applied in a workmanlike fashion.



Found sewer cap is missing behind building 9800.

24-9(f) Every plumbing fixture, water pipe, waste pipe and drain shall be maintained in good sanitary working condition, free from defects, leaks and obstructions.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



Found missing laundry room door and missing jalousie window glass and screen.

24-9(b) Every building shall be reasonably weather tight and rodent-proof. Floors, walls, ceilings and roofs shall be capable of affording adequate shelter and privacy and shall be kept in good repair. Windows and exterior doors shall be reasonable weather tight, watertight and rodent-proof and shall be maintained in good working condition.



Found dryer vent has not been properly secured.

24-8 (d)- Every door, window or other device opening to outdoor space and used or intended to be used for ventilation shall be provided with an approved type of screen for protection against mosquitos, flies and other insects.

Town of Bay Harbor Islands Code Compliance Department

TDR Inspection



Found the fence is in disrepair.

23-12 (1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public. Without limiting the foregoing, the following shall constitute a nuisance: deteriorated fences.....



Found the pool gates are not self-closing

5-8(d) Gates shall be of the spring lock type, so that they shall automatically be in a closed and fastened position at all times. Gates also

Town of Bay Harbor Islands Code Compliance Department

TDR Inspection

shall be equipped with a safe lock and shall be locked when the swimming pool is not in use.



Found missing window glass at unit 8 and A/C unit has been removed.

24-9(b) Every building shall be reasonably weather tight and rodent-proof. Floors, walls, ceilings and roofs shall be capable of affording adequate shelter and privacy and shall be kept in good repair. Windows and exterior doors shall be reasonably weather tight, watertight and rodent-proof and shall be maintained in good working condition.



Found a broken window located above unit 1A behind the property.

24-9(b) Every building shall be reasonably weather tight and rodent-proof. Floors, walls, ceilings and roofs shall be capable of affording adequate shelter and privacy and shall be kept in good repair. Windows and exterior doors shall be reasonably weather tight, watertight and rodent-proof and shall be maintained in good working condition.



BAY HARBOR
HOLDINGS, LLC.

150 SE 2ND AVENUE, SUITE 800
MIAMI, FL 33133

PALMS OF BAY HARBOR - EAST

10201 - 10231 EAST BAY HARBOR DRIVE
BAY HARBOR ISLAND, FLORIDA 33154

DRC SUBMITTAL
DECEMBER 23RD, 2013
REV. 1 JANUARY 31ST, 2014



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

UNIT BREAKDOWN					
Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq.ft)	Sub-Total Area
	A	4	1	2,018	2,018
	B	2	1	1,560	1,560
	C	3	1	1,822	1,822
	D	3	1	1,679	1,679
	1/Den		1	1,135	1,135
Second Level	H	2	1	1,754	1,754
Total Level 2			6		9,968

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq.ft)	Sub-Total Area
	A	4	1	2,018	2,018
	B	2	1	1,560	1,560
	C	3	1	1,822	1,822
	D	3	1	1,679	1,679
	F	1	1	1,135	1,135
Third Level	G	4	1	2,289	2,289
Total Level 3			6		10,503

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq.ft)	Sub-Total Area
	A	4	1	2,018	8,072
	B	2	1	1,560	6,240
	C	3	1	1,822	7,288
	D	3	1	1,679	6,716
	E	3	1	1,790	7,160
	F	1	1	1,135	4,540
Fourth to Seventh Level	G	4	1	2,289	9,156
Total Level 4-7			7	12,293	
Total x4 Levels			28		49,172

Total Number of Units	40
Total Unit Area	69,643

INDEX OF DRAWINGS

Sheet	Description	Sheet	Description
ARCHITECTURE		LANDSCAPE	
Cover Sheet			
A-0.01	Project Data & Index of Drawings	LT-1	Tree Disposition Plan
1	Survey	LP-1	Ground Level Planting Plan
A-0.02	North Aerial View	LP-2	Lower Roof - Pool Deck Planting Plan
A-0.03	West Aerial View	LP-3	Planting Detail
A-0.04	Subject Elevation in Context	LP-4	Elevations
A-0.05	Land Use Designation Plan	LP-5	Elevations
A-0.06	Building Articulation Scheme		
A-0.07	Aerial View of Project in Context		
A-0.08	Aerial View of Project in Context	CIVIL	
A-1.00	Site Context Plan		
A-1.00-A	Site Plan	C-1	Paving, Grading and Drainage
A-1.01	Lower Level Floor Plan		Ground Level Plan
A-1.02	Site / 1st Level Floor Plan	C-2	Paving, Grading and Drainage
A-1.03	2nd Level Floor Plan		Garage Level Plan
A-1.04	3rd Level Floor Plan	C-3	Water and Sewer Plan
A-1.05	4th Level Floor Plan		
A-1.06	5th Level Floor Plan		
A-1.07	6th Level Floor Plan		
A-1.08	7th Level Floor Plan		
A-1.09	Lower Roof / Pool Deck Plan		
A-2.00	East Elevation		
A-2.01	West Elevation		
A-2.02	South Elevation		
A-2.03	North Elevation		
A-2.04	Perspective Rendering - East View		
A-2.05	Perspective Rendering - West View		
A-2.06	Perspective Rendering - Southwest View		
A-3.00	Building Section		

ZONING SUMMARY

10201 EAST BAY HARBOR DRIVE

LOT AREA 33,750 S.F +/- 0.7748 ACRES / 0.775 ACRES WHEN 11 FOOT AREA IS VACATED

LEGAL DESCRIPTION

Lot 8, Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida. AND Lots 6 and 7, (LESS West 11 feet of Lots 6 and 7), in Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

FLOOD ELEVATION

THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 10.0' NGVD
CROWN OF THE ROAD 4.8 NGVD

RM1 - MULTI FAMILY RESIDENTIAL

ZONING CLASSIFICATION

DISTRICT (WATERFRONT LOTS)

FLR

ALLOWABLE

PROPOSED

(DETERMINED BY THE SETBACKS)

N/A

MAXIMUM DENSITY

34 UNITS PER NET ACRE

34

.77

26

40 (14 TDRs REQUIRED) WILL RESULT ON 51.62 DUA

SETBACKS

REQUIRED

PROPOSED

PRINCIPAL FRONTAGE (E. BAY HARBOR DR.)

Buildings less than 30 feet in height. 20 feet

Buildings less than 45 feet in height. 25 feet

Buildings less than 75 feet in height. 30 feet

20'-0" Bellow 30 feet. 30'-0" Above 30 feet

SIDE SETBACK

maximum setback shall be 25 feet

Buildings less than 30 feet in height. 10 feet

MAX. 25'-0" Above 30 feet

10 feet bellow 30 feet; 25 feet above 30 feet

REAR SETBACK (WATERFRONT)

20'-0"

20'-0"

FLEX SETBACK (SIDES)

BUILDING

ALLOWABLE (Feet)

PROPOSED (Feet)

LENGTH

MAXIMUM ALLOWED 1/3 OF LENGTH OF

BUILDING

110'-0"

36'-8"

36'-8"

FRONT FLEX @ E. BAY HARBOR DRIVE

193'-2"

64'-4"

62'-9"

MAXIMUM HEIGHT

MAXIMUM BUILDING HEIGHT

ALLOWABLE

75 feet above BFE

PROPOSED

74'-2" above BFE

OPEN SPACE REQUIREMENT

20% OF LOT AREA MINIMUM

33,750

X

20

REQUIRED

6,750 SF

PROPOSED

7,071 SF = 21%

ROOF DECK LANDSCAPE REQUIREMENTS

15% OF ROOF AREA MINIMUM

12,924

X

15

REQUIRED

1,939 SF

PROPOSED

3,044 SF = 23.5 %

LOT COVERAGE

(PERIMETER DETERMINED BY THE

SETBACKS)

ALLOWABLE

DETERMINED BY SETBACKS

PROPOSED

22,140 SF

BUILDING LENGTH

THE MAXIMUM OVERALL LENGTH OF ANY SINGLE BUILDING IN A LINEAR SHAPE WITH

NO BREAKS OR ANGLES GREATER THAN 15

DEGREES SHALL NOT EXCEED 205 FEET.

≤ 205 feet without breaks

205 feet in length

BREEZEWAY

A BUILDING MAY EXCEED 120' FEET IN LENGTH IF BREEZEWAYS

DIVIDE SUCH BUILDING. SUCH

BREEZEWAYS SHALL HAVE A MINIMUM

UNOBSTRUCTED WIDTH, COMPLETELY

THROUGH THE BUILDING, OF 20' FEET.

216'-2" w/ith a 25'-6" foot breezew ay

PARKING SPACE REQUIREMENTS

RESIDENTIAL - 2 PER DWELLING UNIT

MINIMUM & DROP-OFF AREA

REQUIRED

80

PROPOSED

ON-SITE 81

TOTAL PARKING SPACES (INCLUDING 2 H.C.

SPACES) & DROP-OFF AREA

81



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:

PALMS OF BAY
HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

BAY HARBOR
HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

PROJECT DATA /
INDEX OF DRAWINGS

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014
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DRAWN BY MC

APPR BY AMC

FILE 2013-80

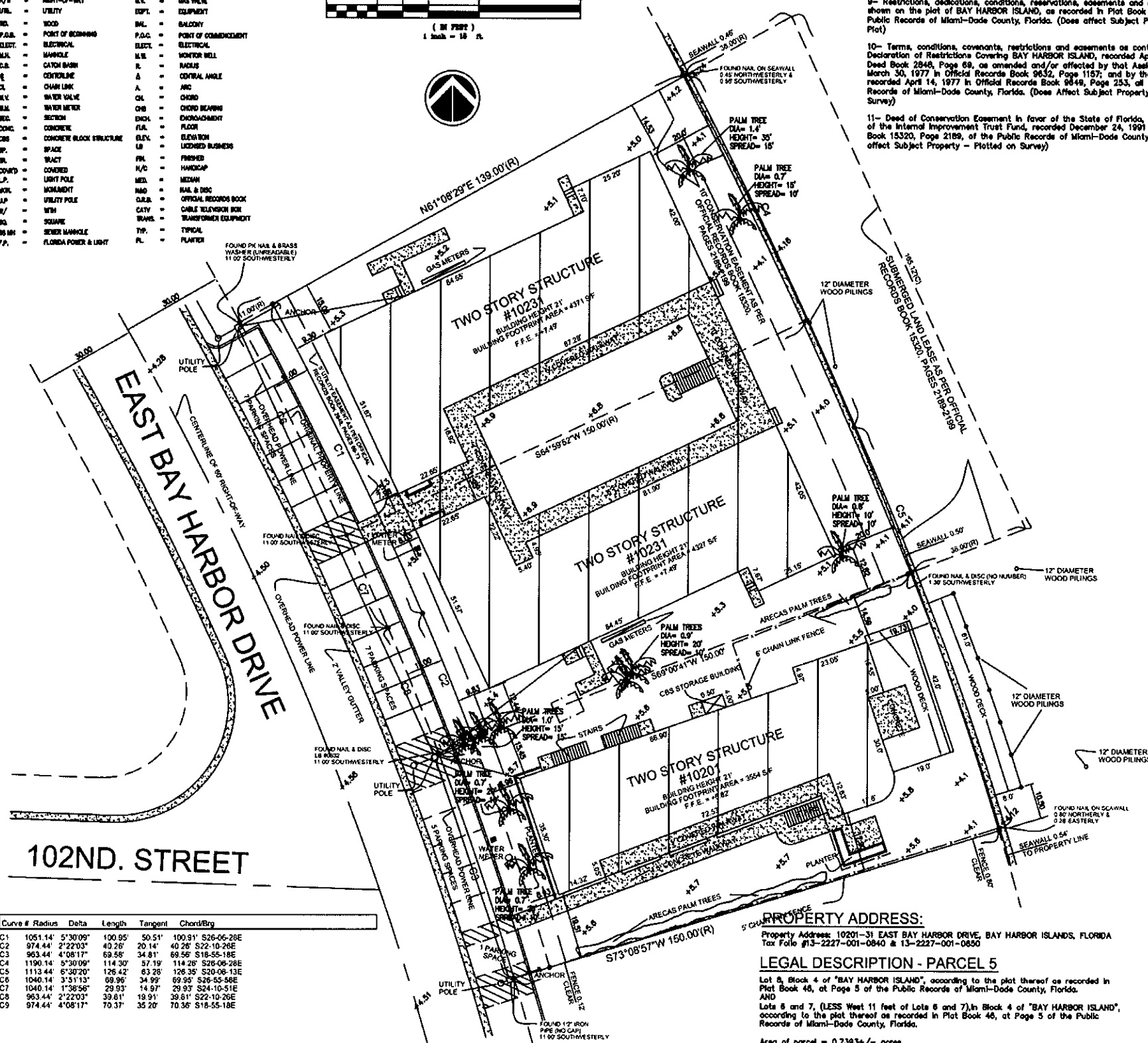
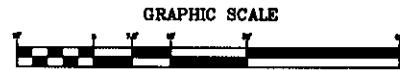
SHEET NUMBER:

A-0.01

ALTA/ACSM LAND TITLE SURVEY

ABBREVIATIONS:

Q/A	OVERHEAD ELECTRIC	F.E.C.	FLORIDA EAST COAST
P.B.	PLAT BOOK	R.A.	RAILROAD
P.L.	PAGE	T.E.	TELEPHONE
R/W	RIGHT-OF-WAY	L.S.	LIFT STATION
U.V.	UTILITY	G.V.	GAS VALVE
W.	WOOD	E.P.T.	EQUIPMENT
P.A.B.	POINT OF BEGINNING	B.	BALCONY
ELECT.	ELECTRICAL	P.O.C.	POINT OF COMMENCEMENT
M.A.	MANHOLE	E.W.	ELECTRIC WELL
C.B.	CATCH BASIN	R.	RADIUS
C.	CORNER	A.	CENTRAL ANGLE
G.	GUY WIRE	A.	ARC
S.V.	SEWER VALVE	C.H.	CHORD
S.M.	SEWER MANHOLE	C.H.B.	CHORD BEARING
S.E.C.	SECTION	E.C.H.	ENCROACHMENT
C.C.C.	CONCRETE	F.L.A.	FLOOR
C.B.S.	CONCRETE BLOCK STRUCTURE	E.L.V.	ELEVATION
S.P.	SPACE	L.B.	LOCKED BUSINESS
T.R.	TRACT	P.N.	PAVED
C.O.V.D.	COVERED	H/C	HANDICAP
L.P.	LIGHT POLE	M.E.	MEDIAN
M.O.R.	MORNING	N.M.	NAIL & DISC
U.P.	UTILITY POLE	O.R.B.	OFFICIAL RECORDS BOOK
W.	WATER	C.T.V.	CABLE TELEVISION
S.G.	SQUARE	T.E.	TELEPHONE EQUIPMENT
S.M.H.	SEWER MANHOLE	T.P.	TYPICAL
F.P.	FLORIDA POWER & LIGHT	P.L.	PLANTER



TITLE REVIEW NOTES:

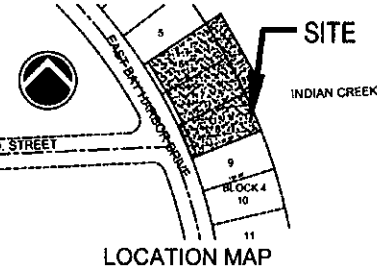
SCHEDULE B - SECTION 1

TITLE COMMITMENT PROVIDED BY:
FIRST AMERICAN TITLE INSURANCE COMPANY
Commitment No. 1082-2858469, effective date: November 1, 2012 @ 11:59 PM
Items 1 through 6: "General & Special Exceptions". No other exceptions noted for Subject Parcel.

9- Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BAY HARBOR ISLAND, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida. (Does affect Subject Property - Record Plat)

10- Terms, conditions, covenants, restrictions and easements as contained in that Declaration of Restrictions Covering BAY HARBOR ISLAND, recorded April 19, 1947 in Deed Book 2848, Page 68, as amended and/or affected by that Assignment recorded March 30, 1977 in Official Records Book 9632, Page 1167; and by that Notice to Extend recorded April 14, 1977 in Official Records Book 9648, Page 253, all of the Public Records of Miami-Dade County, Florida. (Does affect Subject Property - Plotted on Survey)

11- Deed of Conservation Easement in favor of the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, recorded December 24, 1991 in Official Records Book 13320, Page 2189, of the Public Records of Miami-Dade County, Florida. (Does affect Subject Property - Plotted on Survey)



SURVEYOR'S NOTES:

- The Legal Description to the Property was obtained from FIRST AMERICAN TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances.
- An examination of Commitment issued by FIRST AMERICAN TITLE INSURANCE COMPANY Commitment File No. 1082-2858469, effective date: November 1, 2012 @ 11:59 PM, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.

4) Accuracy:
The expected use of the land, as classified in the Minimum Technical Standards (53-17FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.

5) All measurements shown hereon are made in accordance with the United States Standard Feet.

6) Foundations and/or footings that may cross beyond the boundary line of the parcel herein described are not shown hereon.

7) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.

8) ZONING INFORMATION:
Zoning Classification: RM-2 (Multi-Family District)

BUILDING SETBACKS:
- Front yard setback: All lots in the RM-2 Multiple Family areas shall have a minimum front yard setback as follows: (a) Buildings less than 30 feet in height. Twenty feet.

(b) Buildings less than 45 feet in height. Twenty-five feet.
(c) Buildings less than 65 feet in height. Thirty feet.

- Rear yard setback: All lots in the RM-2 Multiple Family areas shall have a minimum rear yard setback as follows:
(a) Buildings less than 30 feet in height. Ten feet.

(b) Buildings less than 45 feet in height. Twenty feet.
(c) Buildings less than 65 feet in height. Thirty feet.

- Side yard setbacks: All lots in the RM-2 Multiple Family areas shall have minimum side yard setbacks as follows:
(a) Buildings less than 30 feet in height. Ten feet.

(b) Buildings less than 45 feet in height. Twenty feet.
(c) Buildings less than 65 feet in height. Thirty feet.

9) Undergound utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.

10) The surveyor does not determine fence and/or wall ownership.

11) Generate subject to: OPINION OF TITLE
12) Type of Survey: ALTA/ACSM LAND TITLE SURVEY.

13) The North arrow and Bearings shown hereon are based on an assumed bearing of N81°08'29"E along the North line of Lot 6, Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida, and all other bearings are relative thereto.

14) Flood Zone Data: Community/ Panel #120637/0144/L Dated: 09/11/2009
Flood Zone: "AE" Base Flood Elevation: + 10.0'
(1929 Mean Sea Level)

15) Elevation shown hereon are relative to National Geodetic Vertical Datum (1929 Mean Sea Level)

16) Benchmark Used: Miami-Dade County Benchmark.

17) Total Available Parking: 20 standard spaces.
18) Legal Description shown hereon as per above noted title commitment.
19) Subject property has access to a public right-of-way: East Bay Harbor Drive.
20) All visible above ground utilities noted on survey sketch.
21) This PLAN OF SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed parties.

SURVEYOR'S CERTIFICATE:

THIS SURVEY CERTIFIED TO:

- Bay Harbor Holdings, LLC
- Sabadell United Bank, N.A. Its successors and/or assigns as their interest may appear
- First American Title Insurance Company
- Brood and Cassel

I hereby certify that on June 5, 2013, an accurate survey of the premises shown on this sketch of survey was made under my supervision, that this survey meets the minimum technical standards for land boundary surveys set forth in the "2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS, that all buildings and other structures on the premises and their relation to the property lines are correctly shown, and that there are no encroachments, overlaps, boundary line disputes, recorded easements (or unrecorded claims of easements visible on the ground) other than those shown hereon.

Copies of this survey are invalid unless embossed with the seal of the signing professional surveyor and mapper. Said embossed copies are for the specific use of those entities that the survey has been certified to.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 6432

BY:

PABLO J. ALFONSO, Professional Surveyor & Mapper No. 5880
State of Florida
Date of Survey: 12/18/2012
Date of Last Revision: 06/05/2013 (ELEVATIONS)

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6082 / Fax: 305-827-9869

PROPERTY ADDRESS:

Property Address: 10201-31 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA
Tax Folio #13-2227-001-0840 & 13-2227-001-0850

LEGAL DESCRIPTION - PARCEL 5

Lot 6, Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

AND
Lots 6 and 7, (LESS West 11 feet of Lots 6 and 7) in Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

Area of parcel = 0.7393+/- acres

Curve #	Radius	Delta	Length	Tangent	Chord/Brg
C1	1051.14'	5°30'09"	100.95'	50.51'	100.91' S26-06-28E
C2	974.44'	2°22'03"	40.26'	20.14'	40.26' S22-10-26E
C3	963.44'	4°08'17"	69.58'	34.81'	69.58' S18-55-18E
C4	1190.14'	5°30'09"	114.30'	57.19'	114.28' S26-06-28E
C5	1113.44'	6°30'20"	126.42'	63.28'	126.35' S26-06-13E
C6	1040.14'	3°51'13"	69.96'	34.99'	69.95' S26-05-58E
C7	1040.14'	1°36'56"	29.93'	14.97'	29.93' S24-10-51E
C8	963.44'	2°22'03"	39.61'	19.81'	39.61' S22-10-26E
C9	974.44'	4°08'17"	70.37'	35.20'	70.36' S18-55-18E

ROYAL POINT
LAND SURVEYORS, INC.

6175 NW 153rd St., Suite 321, Miami Lakes, FL 33014
TEL: 305-822-6082 • FAX: 305-827-9869

BAY HARBOR HOLDINGS, LLC
10201-31 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA

DRAWN: J.G.

CHECKED: P.J.A.

SCALE: 1" = 15'

FIELD DATE: 06/05/2013

JOB No. RP 13-380-5

SHEET:

1

OF 1 SHEET



CORWILARCHITECTS
4210 LAGUNA ST., CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

NORTH AERIAL VIEW

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

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DATE: 12-23-13

JOB NO: 2013-80

DRAWN BY: MC

APPR BY: AMC

FILE: 2013-80

SHEET NUMBER:

A-0.02



NORTH AERIAL VIEW
N.T.S.





WEST AERIAL VIEW
N.T.S.



CORWILARCHITECTS
4210 LAGUNA ST, CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
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MIAMI, FL 33131

WEST AERIAL VIEW

PHASE
DRC SUBMITTAL

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DATE: 12-23-13
JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-0.03



NORTH PROPERTY NEIGHBOR

SUBJECT ELEVATION IN CONTEXT
(EAST BAY HARBOR DRIVE)

SOUTH PROPERTY NEIGHBOR

SUBJECT ELEVATION IN CONTEXT
N.T.S.



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SUBJECT ELEVATION IN CONTEXT

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

SEAL

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DRAWN BY MC

APPR BY AMC

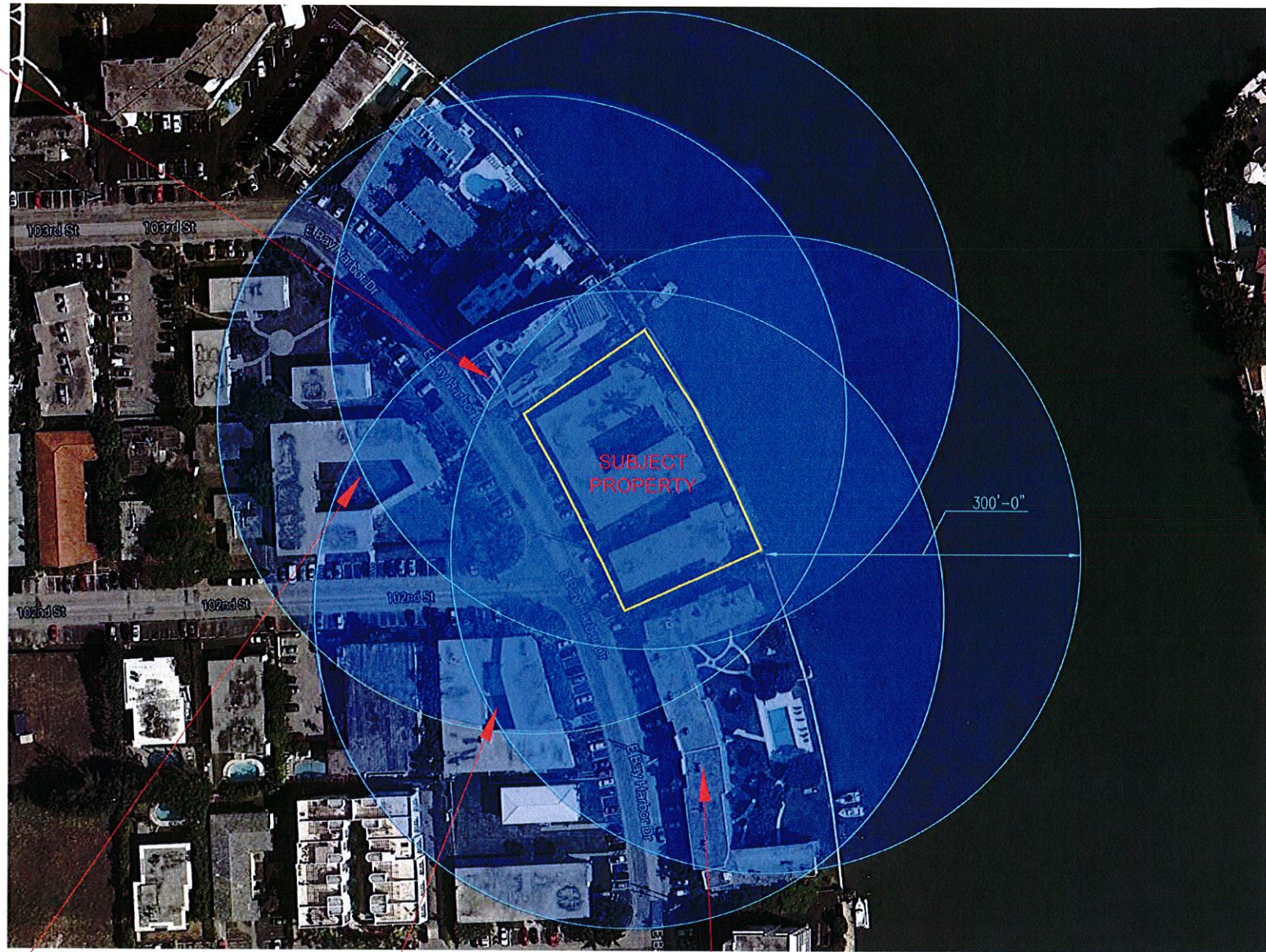
FILE 2013-80

SHEET NUMBER:

A-0.04

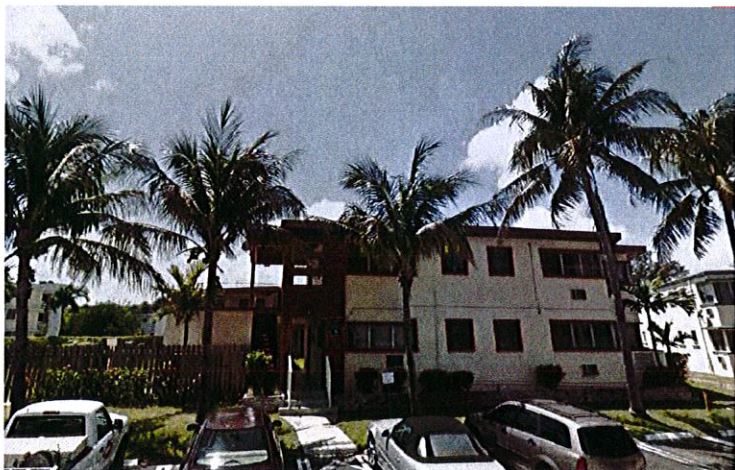


MULTI-FAMILY, RM-1
FLUM: MEDIUM-HIGH DEINSITY
12 STORY

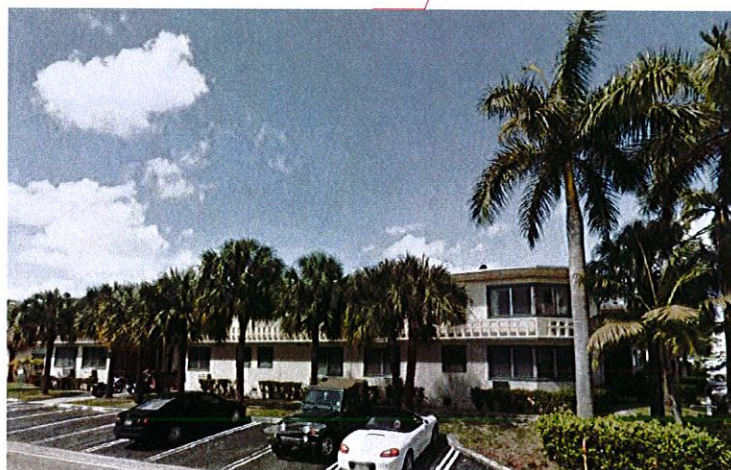


LAND USE DESIGNATION PLAN

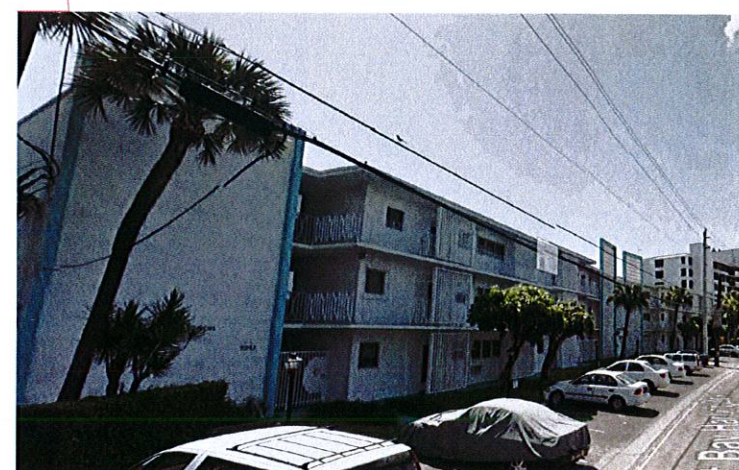
N.T.S.



MULTI-FAMILY, RM-2
FLUM: MEDIUM-HIGH DEINSITY
2 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM-HIGH DEINSITY
2 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM-HIGH DEINSITY
3 STORY



CORWILARCHITECTS
4210 LAGUNA ST., CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

LAND USE DESIGNATION PLAN

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

SEAL

[Signature]
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DATE: 12-23-13

JOB NO. 2013-80

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FILE 2013-80

SHEET NUMBER:

A-0.05

BUILDING ARTICULATION SCHEME

PHASE
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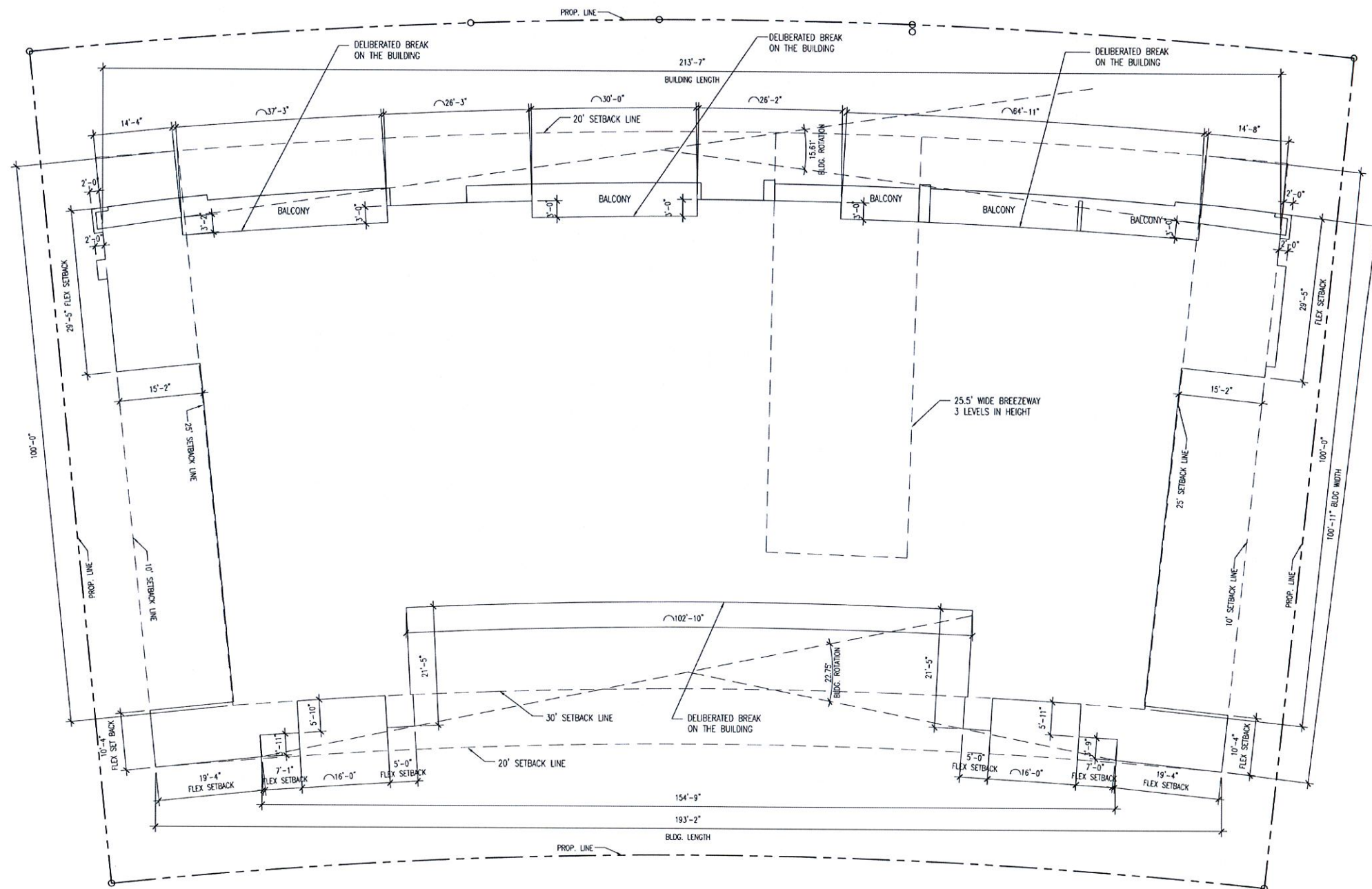
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SHEET NUMBER:



BLDG ARTICULATION SCHEME

SCALE: 3/32" = 1'-0"

CODE REQUIREMENTS

Building Length:

- The maximum length of a single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet -





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

AERIAL VIEW
PROJECT IN CONTEXT

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

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AERIAL VIEW
N.T.S.





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4219 LAGUNA ST., CORAL GABLES FL. 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

**AERIAL VIEW
PROJECT IN CONTEXT**

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

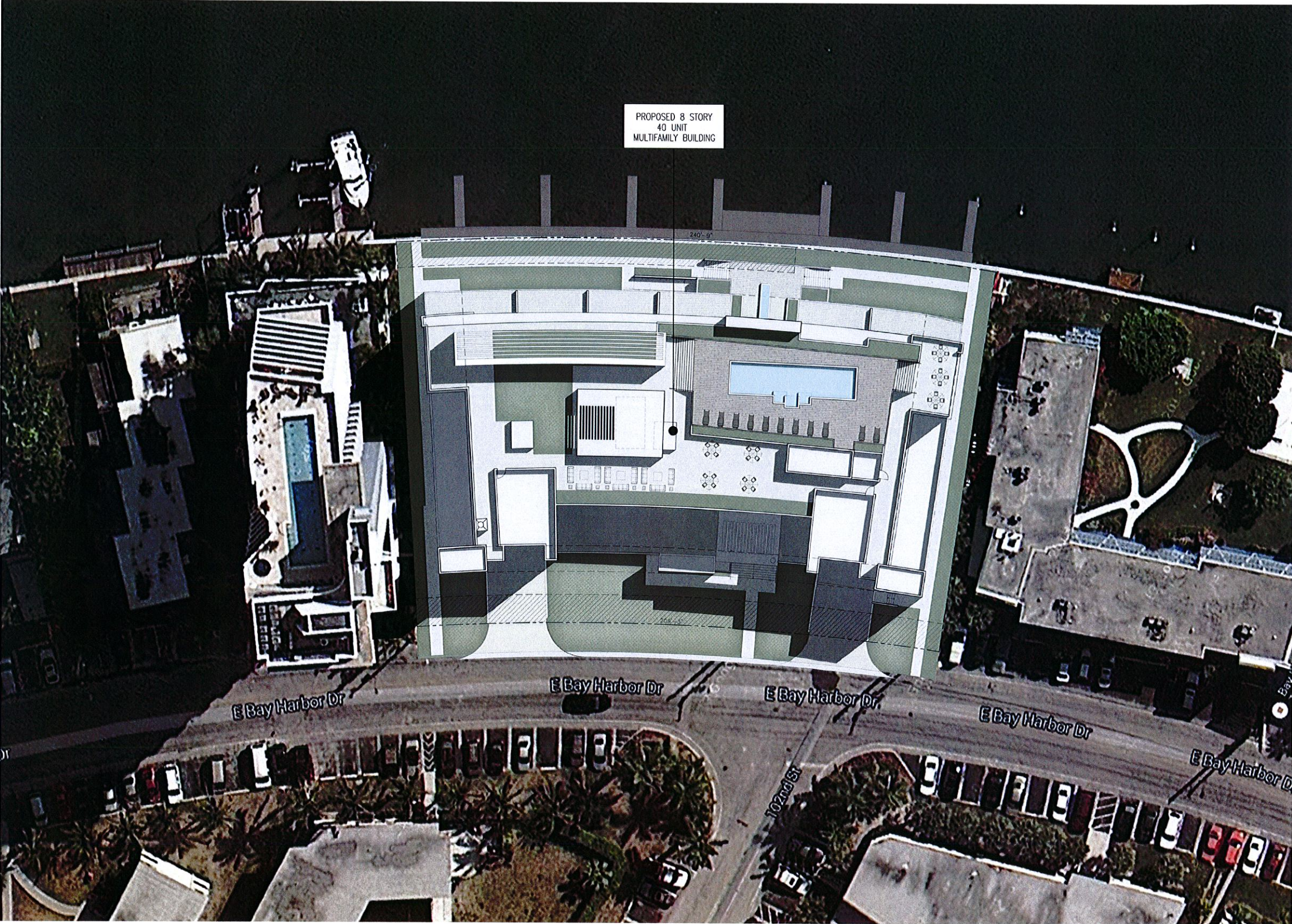
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SHEET NUMBER:
A-0.08



AERIAL VIEW
N.T.S.



PROPOSED 8 STORY
40 UNIT
MULTIFAMILY BUILDING

E Bay Harbor Dr

E Bay Harbor Dr

E Bay Harbor Dr

E Bay Harbor Dr

E Bay Harbor Dr

SITE - CONTEXT PLAN
SCALE: N.T.S.



CORWILARCHITECTS
4210 LAGUNA ST., CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE CONTEXT PLAN

PHASE
DRC SUBMITTAL
REVISIONS
1. 01-31-14 DRC COMMENTS

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SHEET NUMBER:
A-1.00



PROJECT:

**PALMS OF BAY
HARBOR - EAST**
0201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE PLAN

PHASE

DRC SUBMITTAL

REVISIONS

1.01-31-14	DRC COMMENTS
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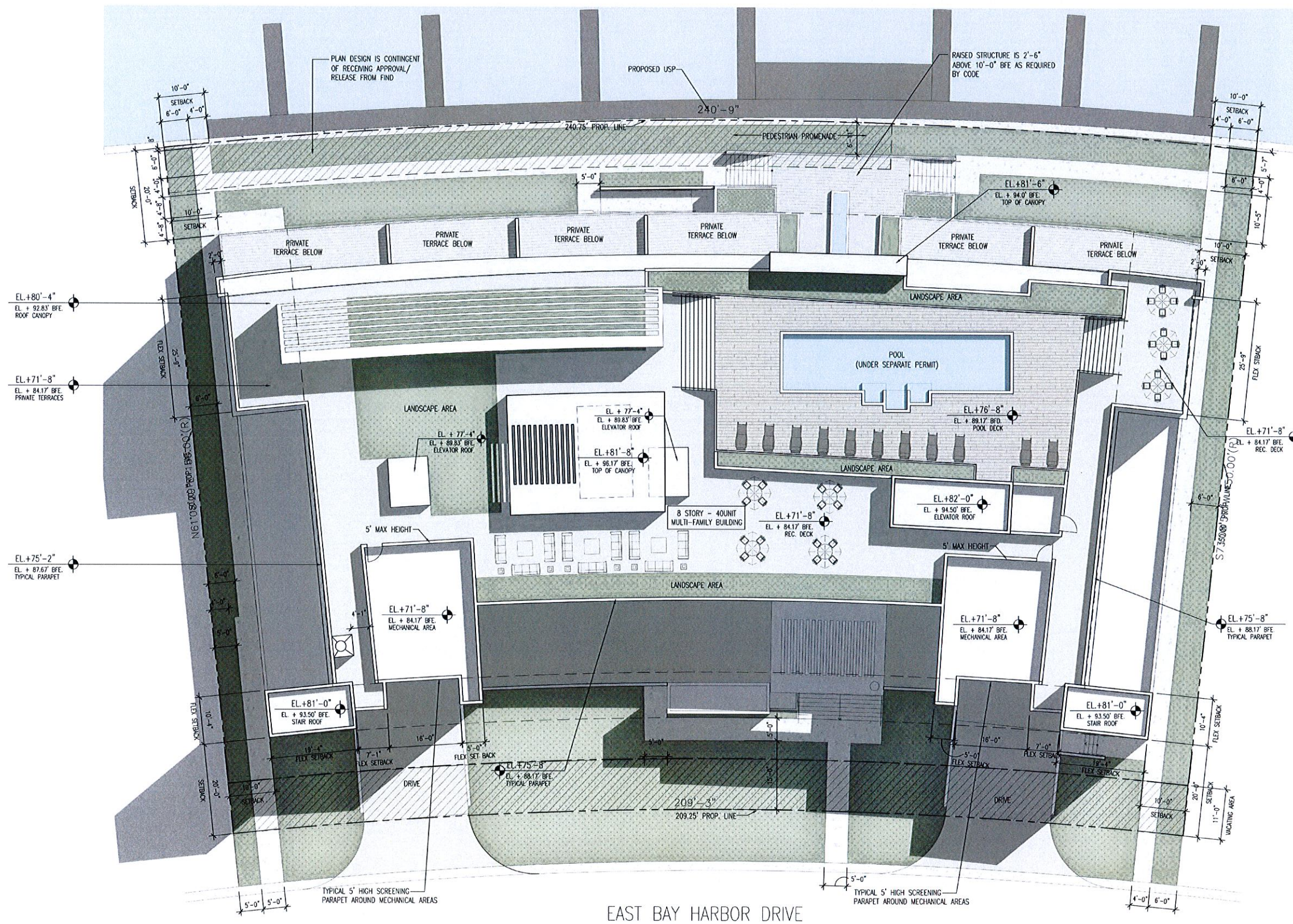
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FILE 2013-80

SHEET NUMBER:

A-1.00-A



SITE PLAN

SCALE: $3/32" = 1'-0"$





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

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150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

LOWER LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

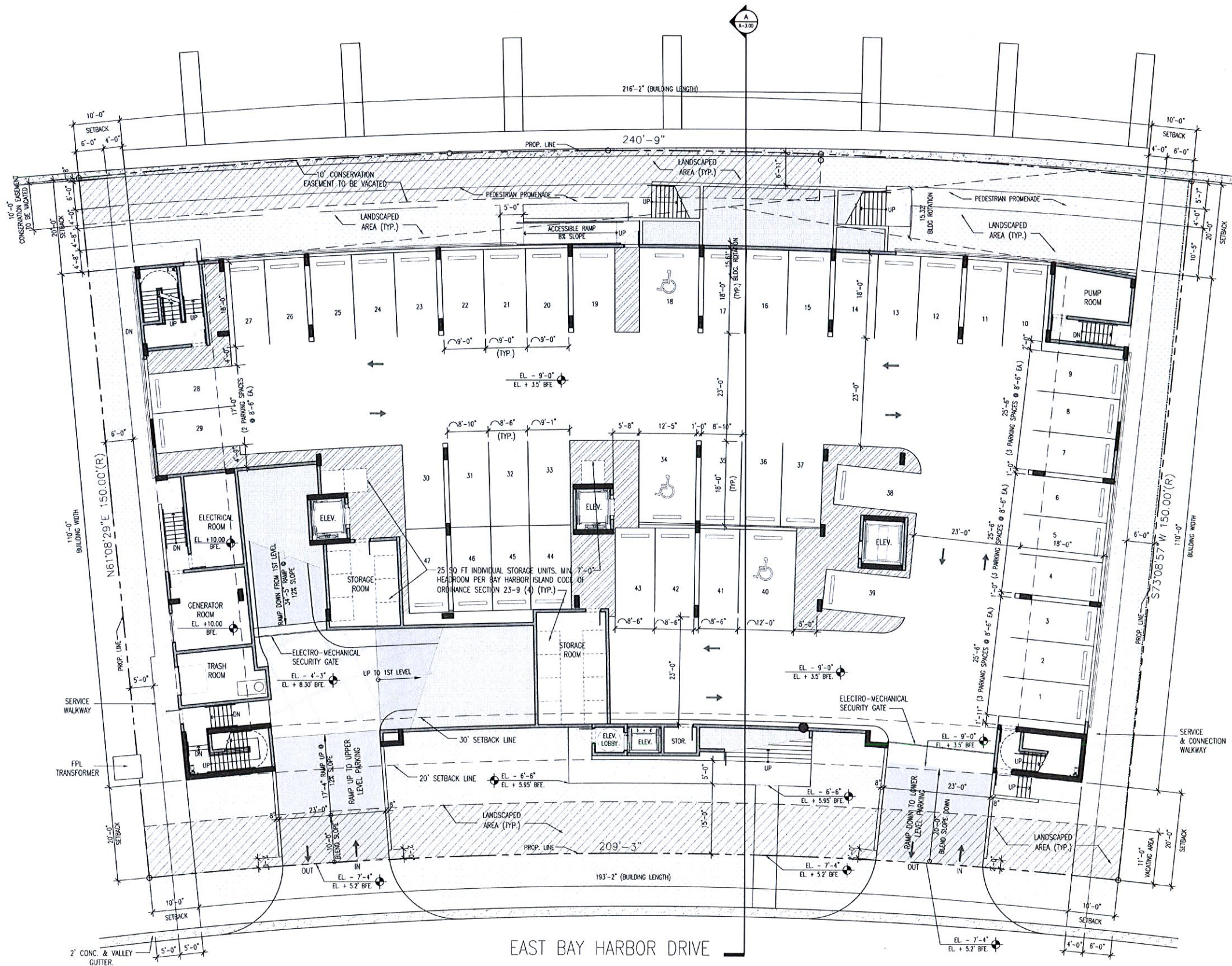
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JOB NO. 2013-80
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FILE 2013-80
SHEET NUMBER:

PARKING COUNT	
FLOOR	QUANTITY
LOWER LEVEL	STANDARD PARKING 44 HC ACCESSIBLE PARKING 3
TOTAL	47



LANDSCAPE AREA CALCULATION		
LANDSCAPE AREA REQUIREMENTS: 20% OF LOT AREA	REQUIRED 6,750 SQ FT	PROPOSED 7,071 SQ FT = 21%

LOWER LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE / 1ST LEVEL FLOOR PLAN

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

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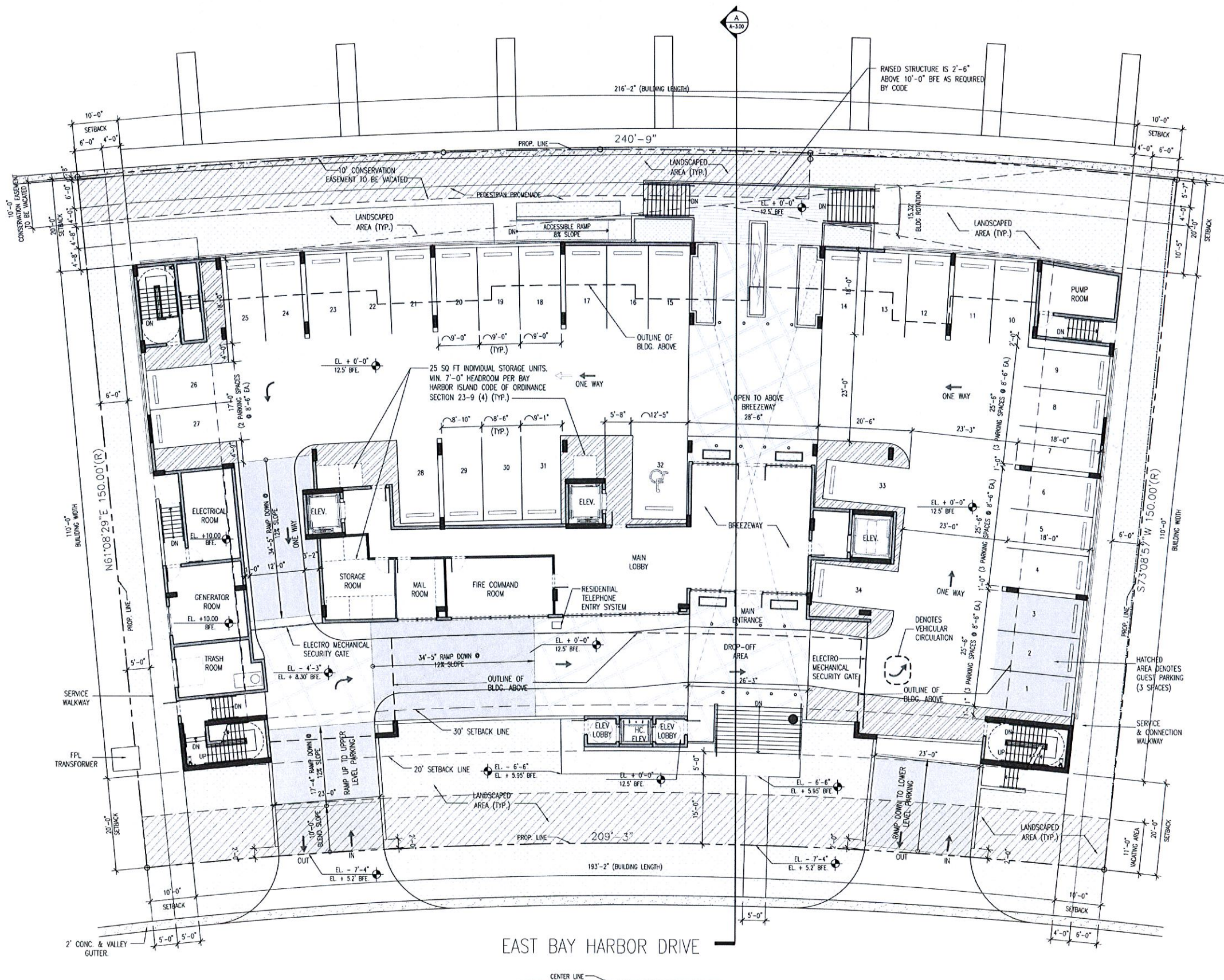
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FILE: 2013-80

SHEET NUMBER:

A-1.02



EAST BAY HARBOR DRIVE

SITE / 1ST LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"

LANDSCAPE AREA CALCULATION		
LANDSCAPE AREA REQUIREMENTS: 20% OF LOT AREA	33,750 x 0.20 = 6,750 SQ FT	REQUIRED 6,750 SQ FT
		PROPOSED 7,071 SQ FT = 21%

PARKING COUNT	
FLOOR	QUANTITY
1st LEVEL	STANDARD PARKING 33 HC ACCESSIBLE PARKING 1
TOTAL	34



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

2ND LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

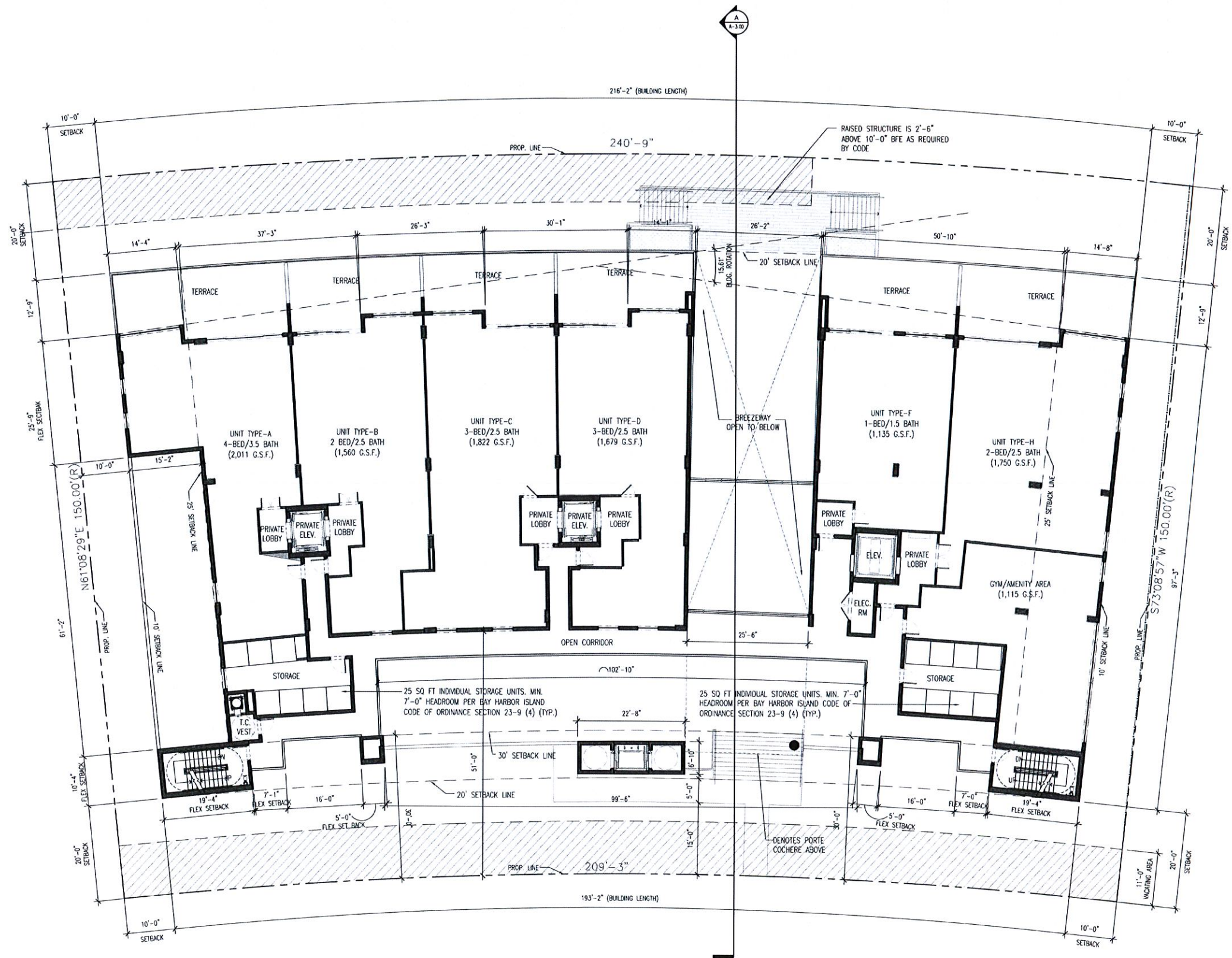
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2ND LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



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FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

3RD LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

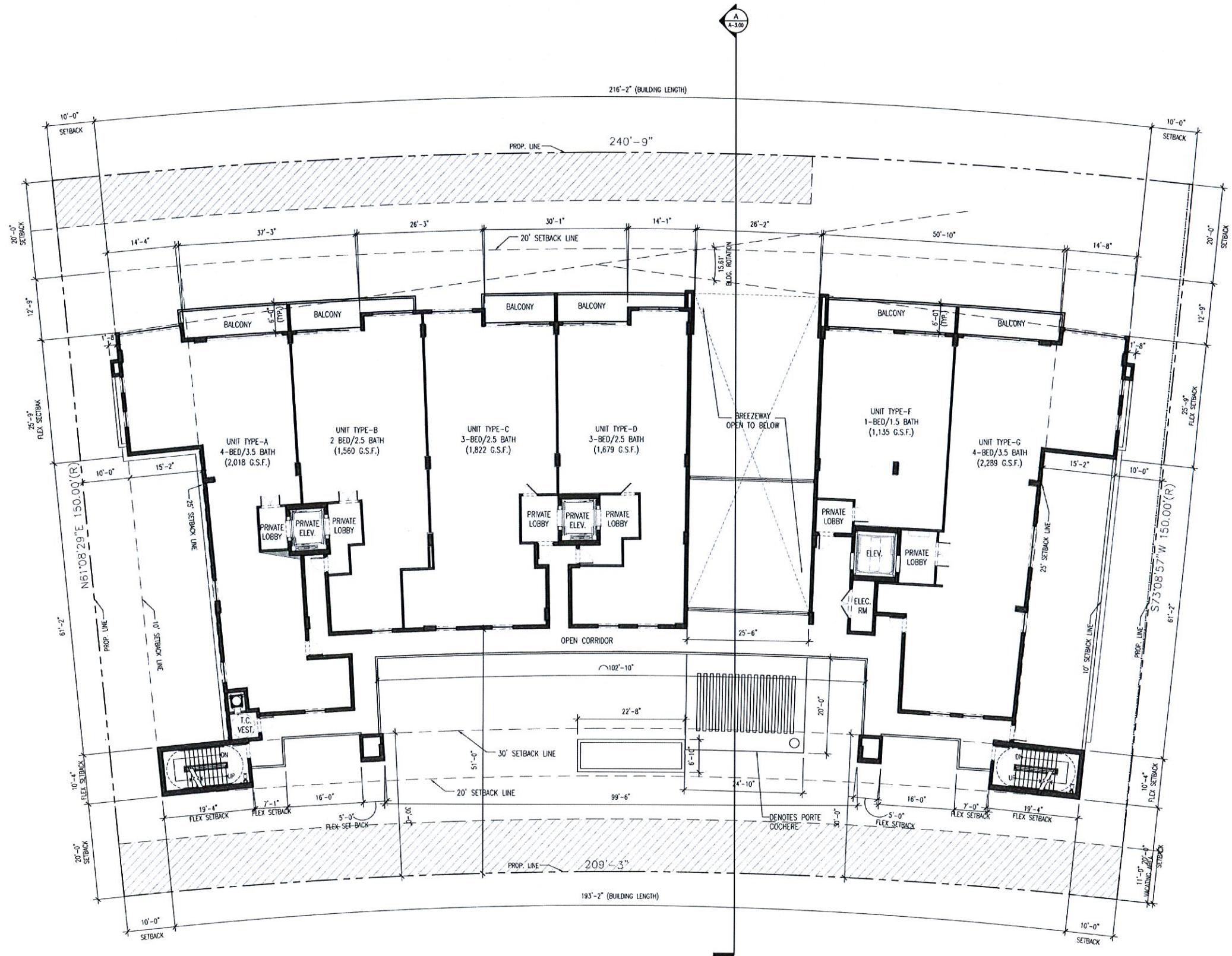
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A-1.04



3RD LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES, FL 33146
LIC. NO. AA-C002151 T.305.448.7383

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PALMS OF BAY HARBOR - EAST
10201-10231 E BAY HARBOR DR.
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SUITE 800
MIAMI, FL 33131

4TH LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS

NO.	DATE	DESCRIPTION
1	01-31-14	DRC COMMENTS

SEAL

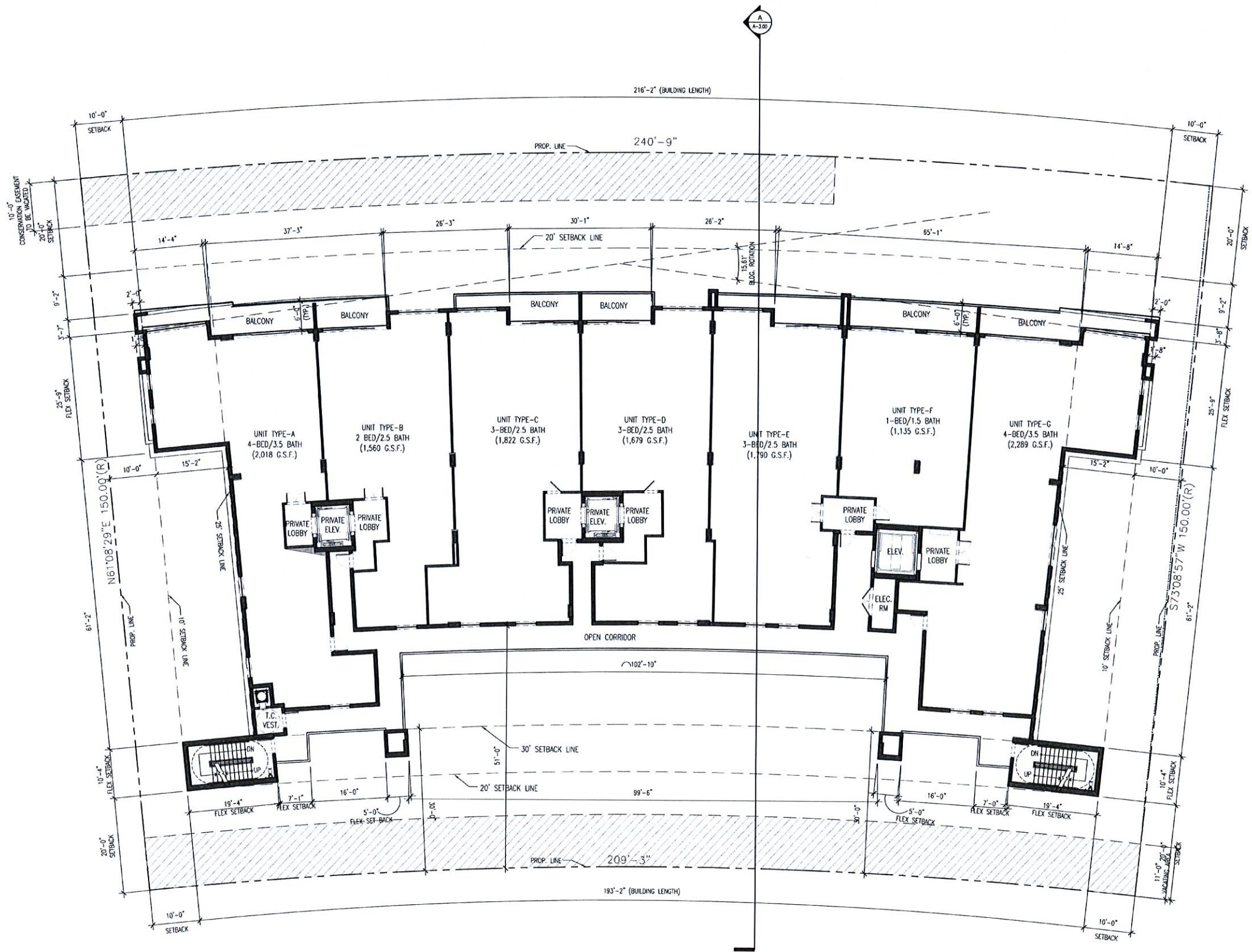
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FILE: 2013-80

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A-1.05



4TH LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"





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4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 1.305.448.7383

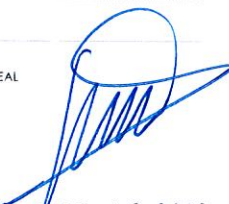
PROJECT:
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10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
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HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

5TH LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

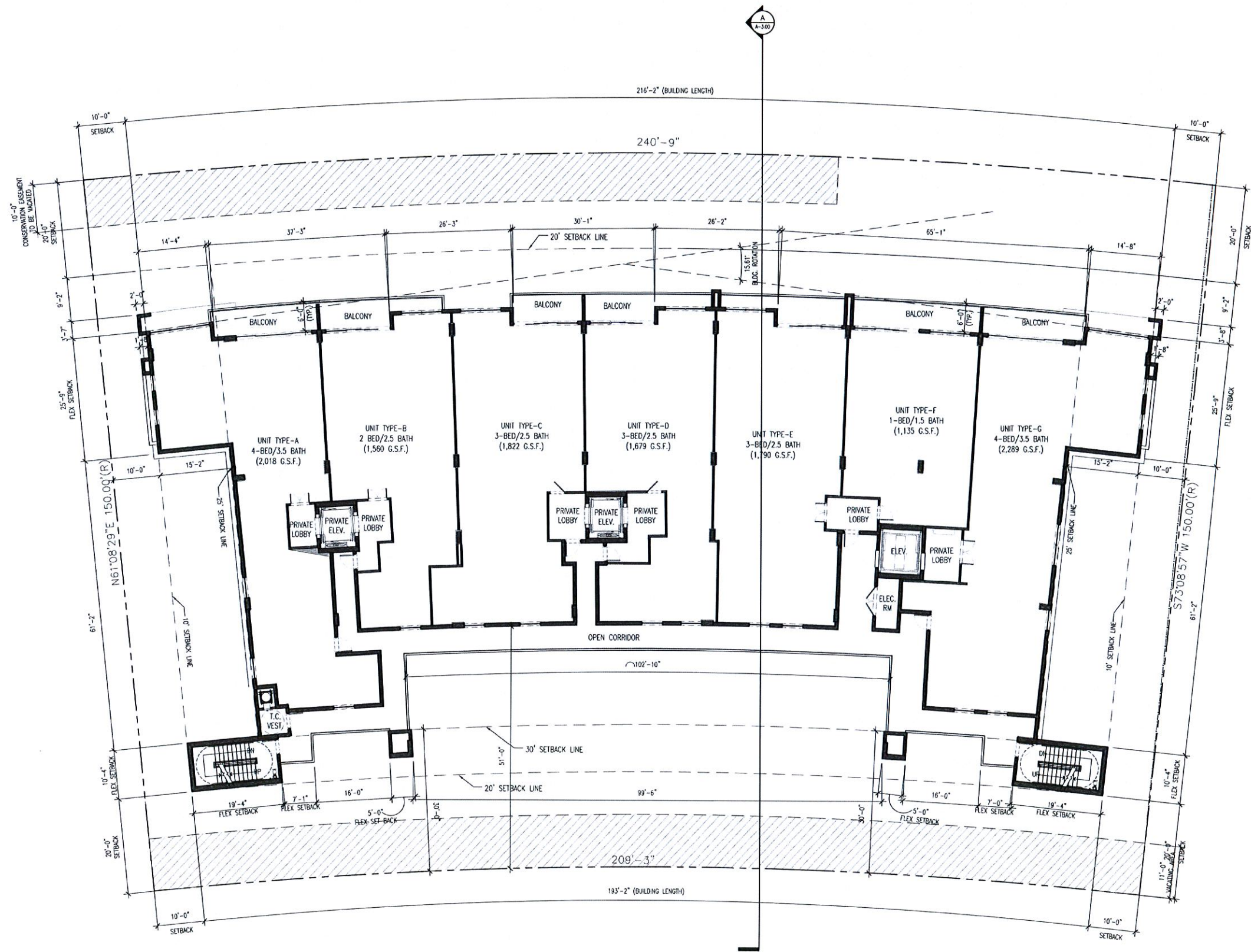
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A-1.06



5TH LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
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PROJECT:

**PALMS OF BAY
HARBOR - EAST**
10201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
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6TH LEVEL FLOOR PLAN

PHASE

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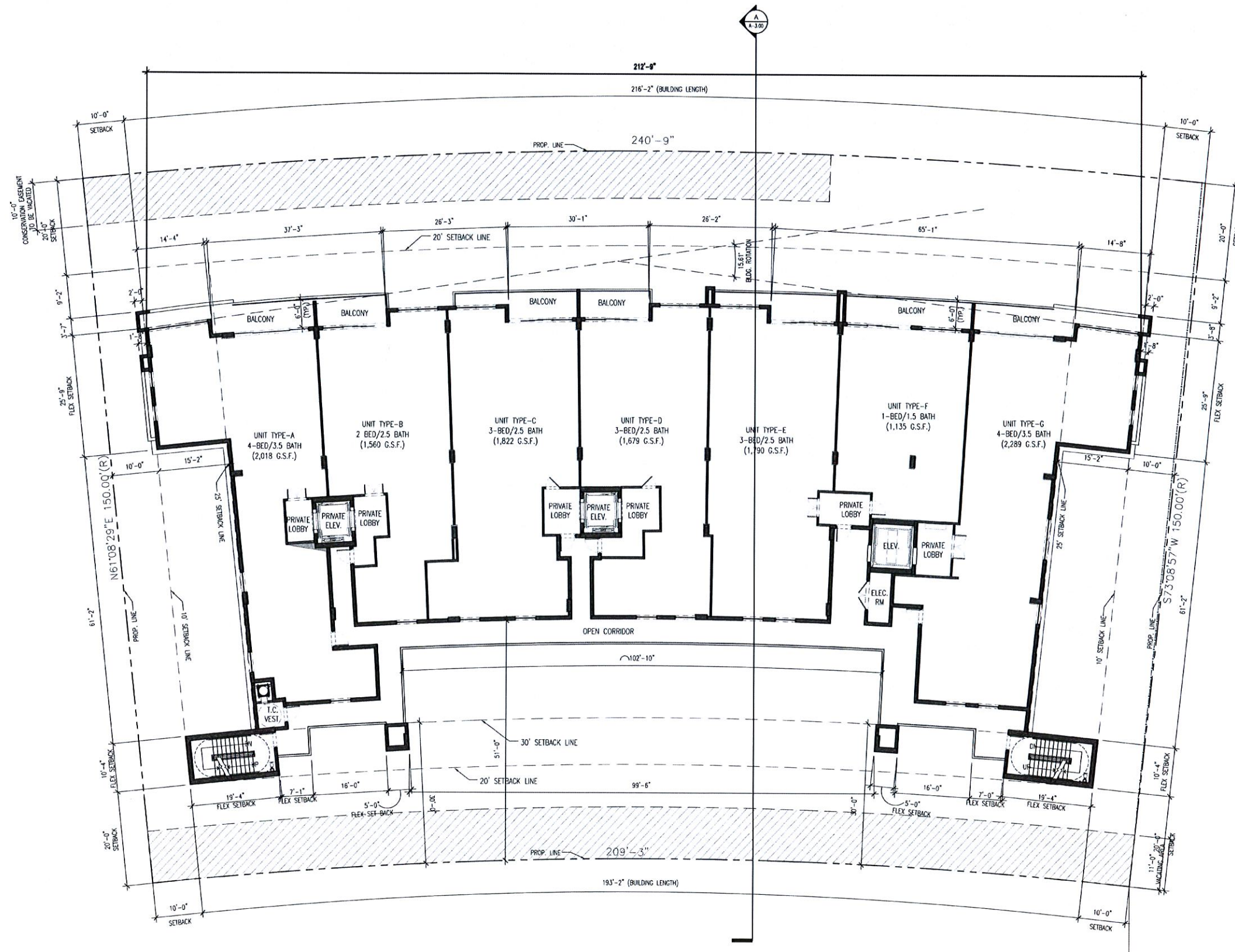
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FILE: 2013-80

SHEET NUMBER:

A-1.07



6TH LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
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PROJECT:
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10201-10231 E BAY HARBOR DR.
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150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

7TH LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

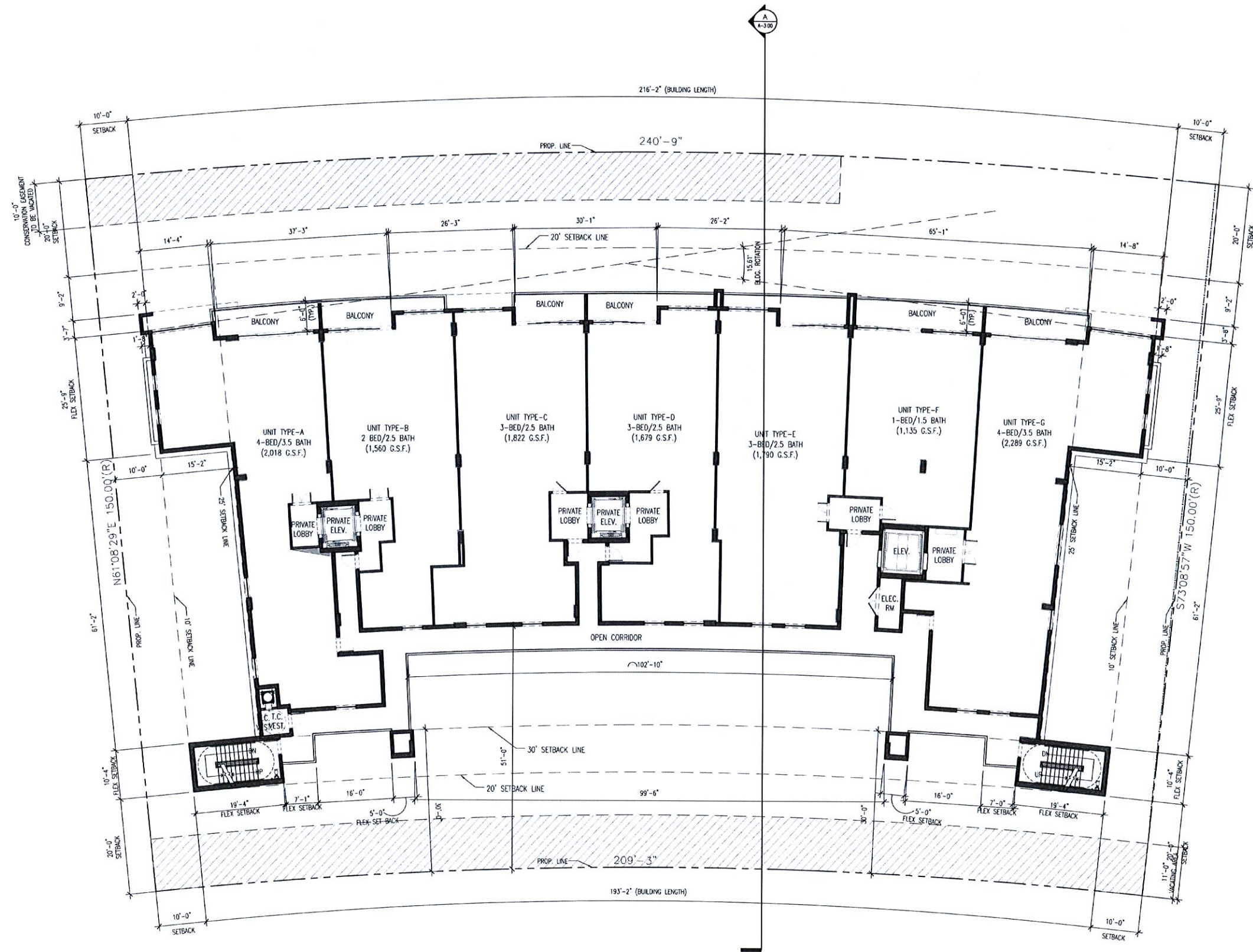
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7TH LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



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LIC. NO. AA-C002151 T. 305.448.7383

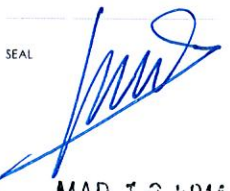
PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

LOWER ROOF/ POOL DECK
FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL


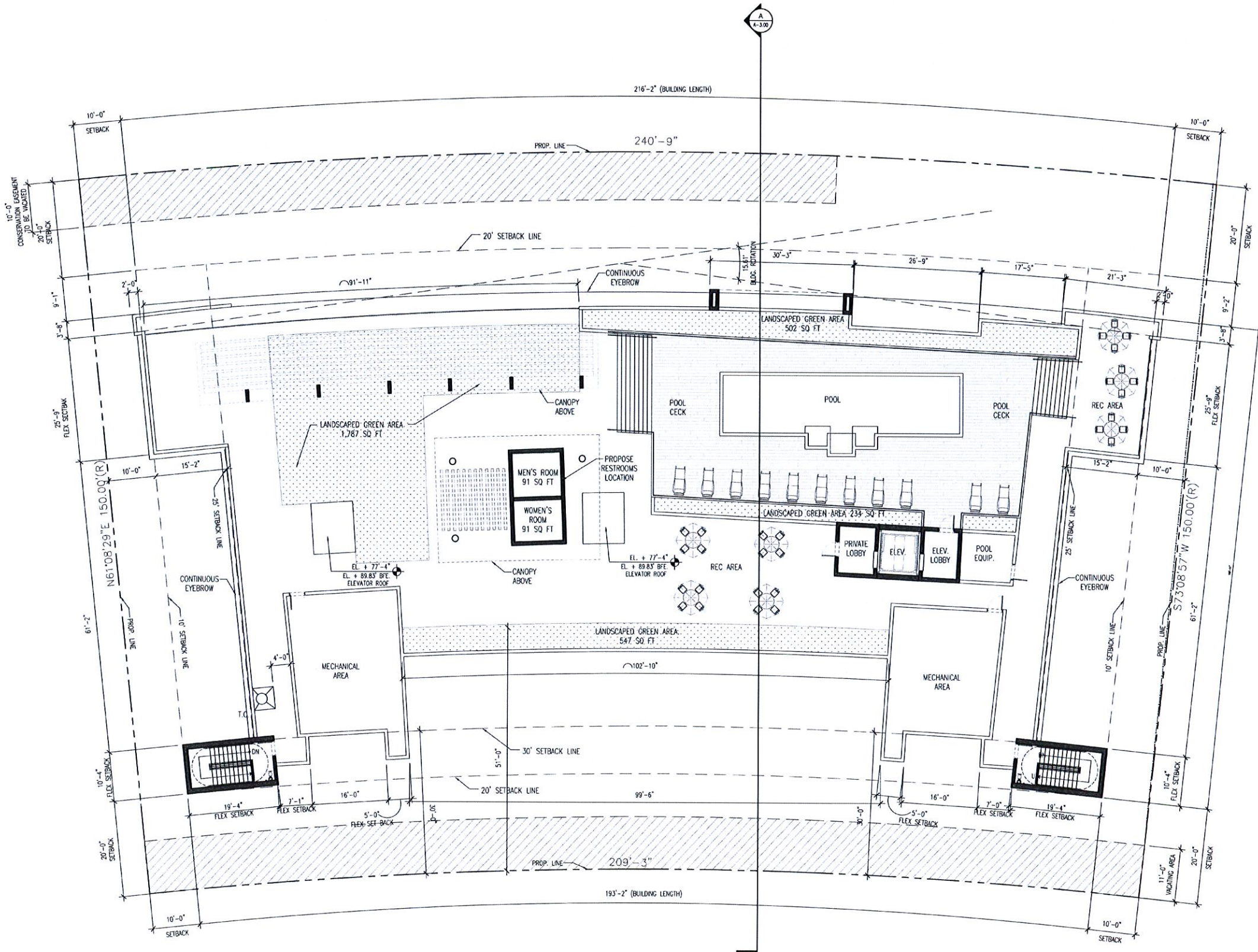
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SHEET NUMBER:

A-1.09



SQUARE FOOTAGE AND LANDSCAPE PERCENT CALCULATIONS FOR THE ROOF LEVEL		
ROOF DECK LANDSCAPE REQUIREMENTS:	REQUIRED	PROPOSED
15% OF ROOF AREA MINIMUM	1,939 SQ. FT.	3,044 SQ. FT. = 23.5%

LOWER ROOF/ POOL DECK FLOOR PLAN
SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
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10201-10231 E BAY HARBOR DR.
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FLORIDA 33154

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MIAMI, FL 33131

EAST ELEVATION

PHASE

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DATE: 12-23-13

JOB NO. 2013-80

DRAWN BY MC

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FILE 2013-80

SHEET NUMBER:

A-2.00



ELEVATION LEGEND

- | | |
|--|---|
| 1 CONCRETE CANOPY | 6 CLEAR GLASS CURTAIN WALL SYSTEM |
| 2 ALUMINUM AND GLASS RAILING | 7 STONE VENEER |
| 3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM | 8 DECORATIVE ALUMINUM SCREEN |
| 4 SMOOTH STUCCO FINISH (TYP.) | 9 DECORATIVE ALUMINUM LOUVERS |
| 5 GREEN SCREEN (TYP. WHERE SHOWN) | 10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS. |

EAST ELEVATION

SCALE: 3/32" = 1'-0"

COLOR LEGEND

- | |
|--|
| AJ- 2112-50 STORMY MONDAY (Benjamin Moore) |
| BJ- 2112-40 STONE (Benjamin Moore) |
| CJ- 2112-30 STONE BROWN (Benjamin Moore) |
| DJ- 2124-70 DISTANT GRAY (Benjamin Moore) |



CORWILARCHITECTS
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10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

BAY HARBOR
HOLDINGS, LLC
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SUITE 800
MIAMI, FL 33131

WEST ELEVATION

PHASE

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DRAWN BY MC

APPR BY AMC

FILE 2013-80

SHEET NUMBER:

A-2.01



ELEVATION LEGEND

- | | |
|--|---|
| 1 CONCRETE CANOPY | 6 CLEAR GLASS CURTAIN WALL SYSTEM |
| 2 ALUMINUM AND GLASS RAILING | 7 STONE VENEER |
| 3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM | 8 DECORATIVE ALUMINUM SCREEN |
| 4 SMOOTH STUCCO FINISH (TYP.) | 9 DECORATIVE ALUMINUM LOUVERS |
| 5 GREEN SCREEN (TYP. WHERE SHOWN) | 10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS. |

WEST ELEVATION

SCALE: 3/32" = 1'-0"

COLOR LEGEND

- | |
|--|
| A)- 2112-50 STORMY MONDAY (Benjamin Moore) |
| B)- 2112-40 STONE (Benjamin Moore) |
| C)- 2112-30 STONE BROWN (Benjamin Moore) |
| D)- 2124-70 DISTANT GRAY (Benjamin Moore) |



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SOUTH ELEVATION

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

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DATE: 12-23-13
JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-2.02



ELEVATION LEGEND	
1 CONCRETE CANOPY	6 CLEAR GLASS CURTAIN WALL SYSTEM
2 ALUMINUM AND GLASS RAILING	7 STONE VENEER.
3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM	8 DECORATIVE ALUMINUM SCREEN
4 SMOOTH STUCCO FINISH (TYP.)	9 DECORATIVE ALUMINUM LOUVERS
5 GREEN SCREEN (TYP. WHERE SHOWN)	10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS.

SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

COLOR LEGEND
A)- 2112-50 STORMY MONDAY (Benjamin Moore)
B)- 2112-40 STONE (Benjamin Moore)
C)- 2112-30 STONE BROWN (Benjamin Moore)
D)- 2124-70 DISTANT GRAY (Benjamin Moore)



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS.
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

NORTH ELEVATION

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL

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DATE: 12-23-13
JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-2.03



ELEVATION LEGEND	
1 CONCRETE CANOPY	6 CLEAR GLASS CURTAIN WALL SYSTEM
2 ALUMINUM AND GLASS RAILING	7 STONE VENEER.
3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM	8 DECORATIVE ALUMINUM SCREEN
4 SMOOTH STUCCO FINISH (TYP.)	9 DECORATIVE ALUMINUM LOUVERS
5 GREEN SCREEN (TYP. WHERE SHOWN)	10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS.

NORTH ELEVATION
SCALE: 3/32" = 1'-0"

COLOR LEGEND

A)- 2112-50 STORMY MONDAY (Benjamin Moore)
B)- 2112-40 STONE (Benjamin Moore)
C)- 2112-30 STONE BROWN (Benjamin Moore)
D)- 2124-70 DISTANT GRAY (Benjamin Moore)



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

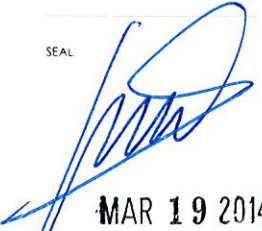
OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131



PERSPECTIVE RENDERING - WEST VIEW
SCALE: N.T.S.

PERSPECTIVE RENDERING
WEST VIEW

PHASE
DRC SUBMITTAL
REVISIONS
I. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

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DATE: 12-23-13
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FILE 2013-80

SHEET NUMBER:
A-2.04



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131



PERSPECTIVE RENDERING - EAST VIEW
SCALE: N.T.S.

PERSPECTIVE RENDERING
EAST VIEW

PHASE
DRC SUBMITTAL
REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL

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FILE 2013-80

SHEET NUMBER:
A-2.05



PERSPECTIVE RENDERING - SOUTHWEST VIEW
SCALE: N.T.S.



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES, FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

PERSPECTIVE RENDERING
SOUTHWEST VIEW

PHASE
DRC SUBMITTAL
REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL

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FILE 2013-80

SHEET NUMBER:
A-2.06



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. A.A. COO21511 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

BUILDING SECTION

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

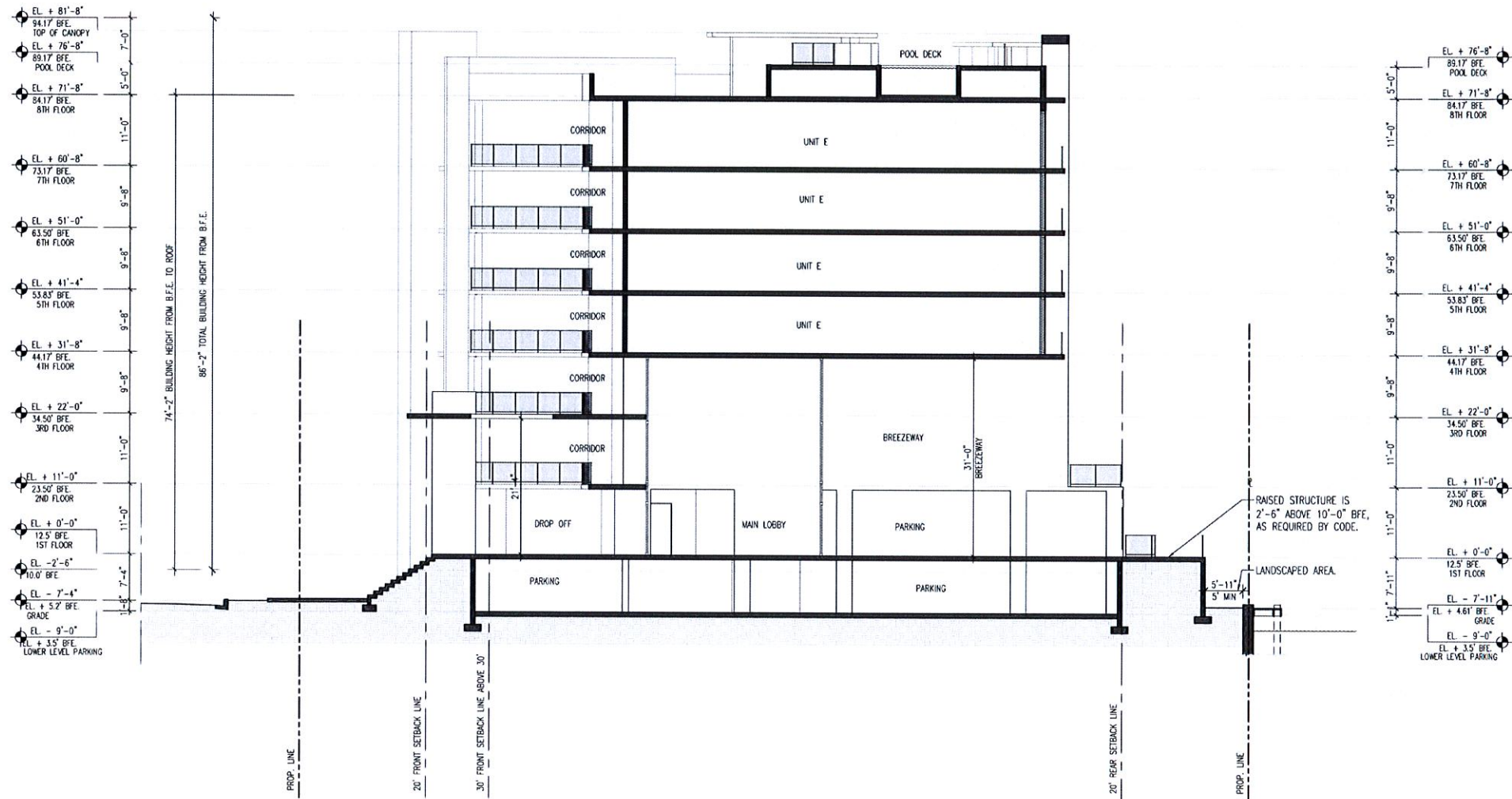
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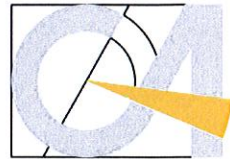
DATE: 12-23-13
JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-3.00



BUILDING SECTION
SCALE: 3/32" = 1'-0"

SUBMERGED LAND LEASE AS PER OFFICIAL
RECORDS BOOK 15320, PAGES 2189-2199



CORWIL ARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

NOTES

1. CALCULATIONS HAVE BEEN PERFORMED ACCORDING TO IES STANDARDS AND PRACTICE. SOME DIFFERENCES BETWEEN MEASURED VALUES AND CALCULATED RESULTS MAY OCCUR DUE TO TOLERANCES IN CALCULATION METHODS, TESTING PROCEDURES, COMPONENT PERFORMANCES, MEASURED CONDITIONS SUCH AS TECHNICAL AND FIELD VOLTAGES AND TEMPERATURE VARIATIONS. INPUT DATA SUCH AS ROOM DIMENSIONS, REFLECTANCES, FURNITURE, LIGHT LOSS FACTOR, FURNITURE, ARCHITECTURAL ELEMENTS AND FOLIAGE SIGNIFICANTLY AFFECT THE LIGHTING CALCULATIONS. IF THE REAL ENVIRONMENT DO NOT MATCH INPUT DATA DIFFERENCES WILL OCCUR BETWEEN MEASURED AND CALCULATED VALUES.
2. CONCRETE POLES ARE TO BE 22' OVERALL LENGTH AND 16' ABOVE GROUND OR AS INDICATED BY BORING TEST RESULTS - SUPPLIED BY OTHERS.
3. WIND LOAD CALCULATIONS, TO MEET SOUTH FLORIDA WIND LOAD REQUIREMENTS, MUST BE PREPARED AND SUBMITTED AS PART OF THE SUBMITTAL PROCESS. SAID CALCULATIONS MUST BE SIGNED AND SEALED BY FLORIDA REGISTERED ENGINEER.
4. POINT-BY-POINT CALCULATIONS PROGRAM USED - VISUAL SERIAL # 5101 5260 4589 0193, VERSION 2.06.0211

STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min
INTERIOR PARKING Z=0'	+	3.6 fc	8.4 fc	1.1 fc	8.4:1

LUMINAIRE SCHEDULE

Symbol	Label	Catalog Number	Description	Lamp	Lumens	LLF	Watts
	A	ACUITY BRANDS LIGHTING DMW 2 32 MVOLT GEB10PS SURFACE MOUNTED 8.6' AFF	4FT WET LOCATION ENCLOSURE WITH (2) T8 LAMPS, 50% DR HIGH IMPACT ACRYLIC LENS	TWO 32-WATT LINEAR FLUORESCENT T8, 735	2800	0.65	56.7
	AE	ACUITY BRANDS LIGHTING DMW 2 32 MVOLT GEB10PS EL 14 SURFACE MOUNTED 8.6' AFF	4FT WET LOCATION ENCLOSURE WITH (2) T8 LAMPS, 50% DR HIGH IMPACT ACRYLIC LENS	TWO 32-WATT LINEAR FLUORESCENT T8, 735	2800	0.65	56.7
	S	LITHONIA DSX0 LED 20C 700 40K T4M MVOLT MOUNTED 10' AFG ON POLE THRU EMERGENCY GENERATOR	SMALL LED LUMINAIRE ON POLE	(1) 20 LED LIGHT ENGINE, TYPE T4M OPTIC, 4000K, @ 700mA	Absolute	0.85	45
	SW	LITHONIA DSXW1 LED 10C 700 40K T2M MVOLT WALL MOUNTED 7'-6" AFF THRU EMERGENCY GENERATOR	LED WALL PACK	1 LIGHT ENGINE, 10 LED's, 700mA DRIVER, 4000K LED, TYPE 2 MEDIUM OPTIC	Absolute	0.85	47

SITE / 1ST LEVEL LIGHTING PLAN

SCALE: 3/32" = 1'-0"

SITE / 1ST LEVEL LIGHTING PLAN

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

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DATE: 12-23-13

JOB NO. 2013-80

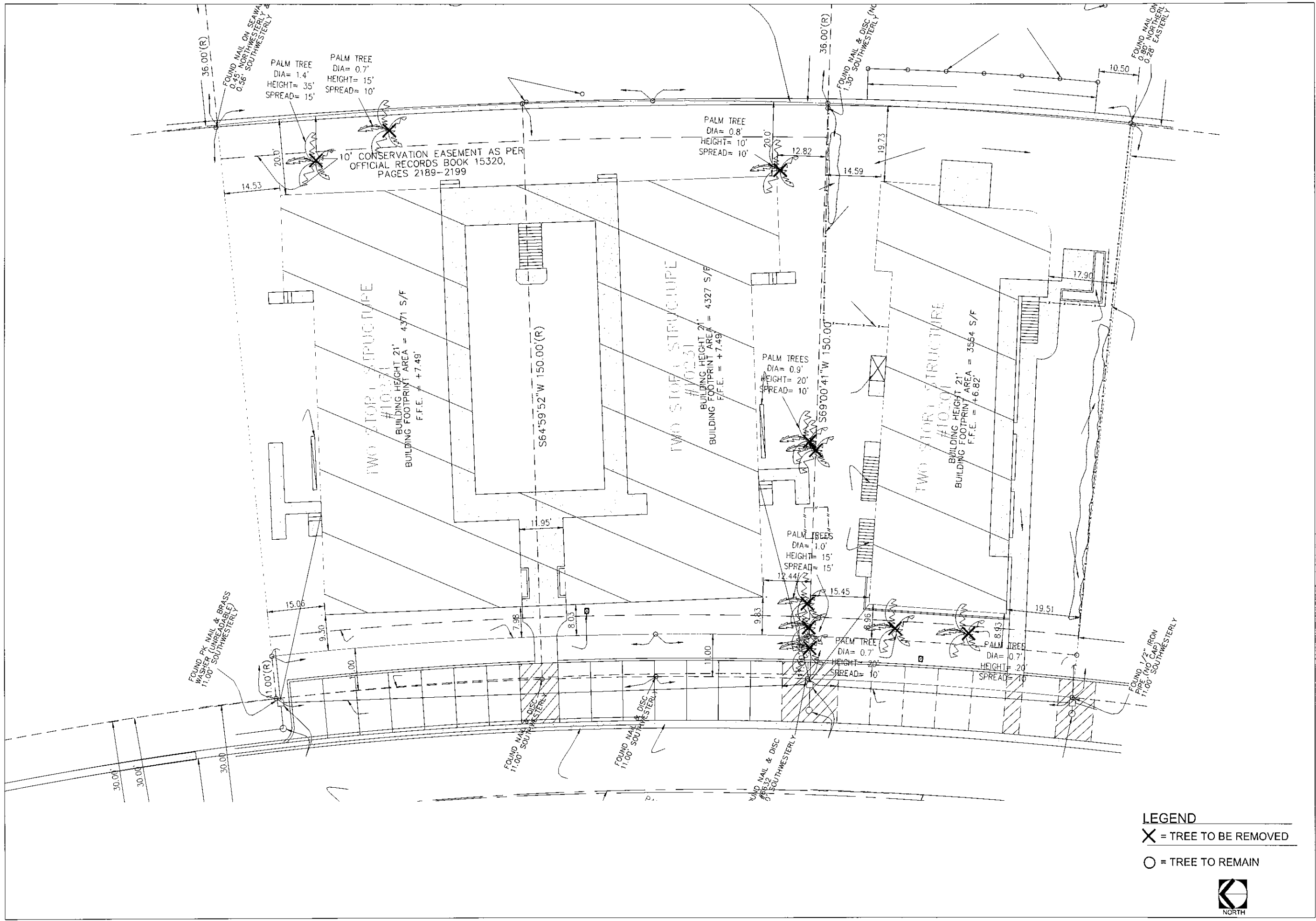
DRAWN BY MC

APPR BY AMC

FILE 2013-80

SHEET NUMBER:

E-1.01



LEGEND
X = TREE TO BE REMOVED
O = TREE TO REMAIN



NOTE: SEE SHEET L-2 FOR PLANT SCHEDULE AND REQUIREMENT CALCULATIONS

savinmiller
DESIGN STUDIO
LANDSCAPE ARCHITECTURE | LANDSCAPE DESIGN | ARCHITECTURE
700 West Main Street, Suite 100
Tampa, FL 33602
Phone: 813.281.1111
Fax: 813.281.1112

PROJECT
Bay Harbor Islands Condo - Block 4

DRAWING
Tree Management Plan

SCALE
3/32" = 1'-0"

PROJECT NUMBER

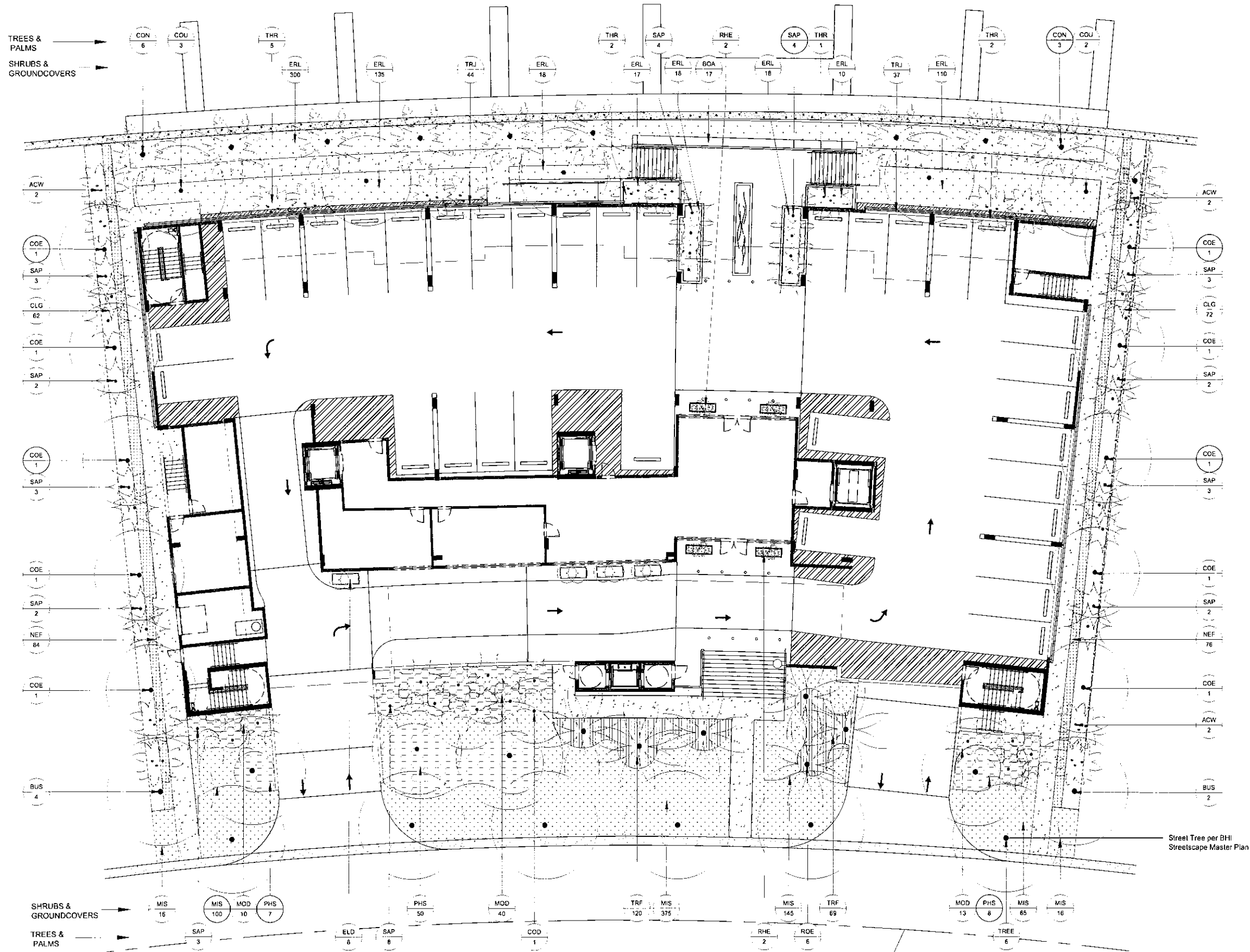
DATE
12-23-2013

REVISIONS
01-31-2014
02-18-2014

SHEET NUMBER
LT-1

L.A. # 866

Feb 24, 2014 - 7:26pm John Z:\PROJECTS\Bay Harbor Islands Condo\GRAPHICS\CAO FILES\1 MASTER PLAN - SCHEMATIC DESIGN\2014-02-24 Bay Harbor Islands Condos - Block 4.dwg



LANDSCAPE AREA CALCULATION			
LANDSCAPE AREA REQUIREMENTS	REQ. NEEDED	PROPOSED	
LANDSCAPE AREA	33,760 + 0.00 = 33,760 SQ. FT.	33,760 SQ. FT.	0.00%



NOTE: SEE SHEET L-2 FOR PLANT SCHEDULE AND REQUIREMENT CALCULATIONS



Z:\PROJECTS\Bay Harbor Islands CONDOS\GRAPHICS\CAD FILES\MASTER PLAN - SCHEMATIC DESIGN\2014-02-24 Bay Harbor Islands Condos - Block 4.dwg
John
Feb 24, 2014 - 7:26pm

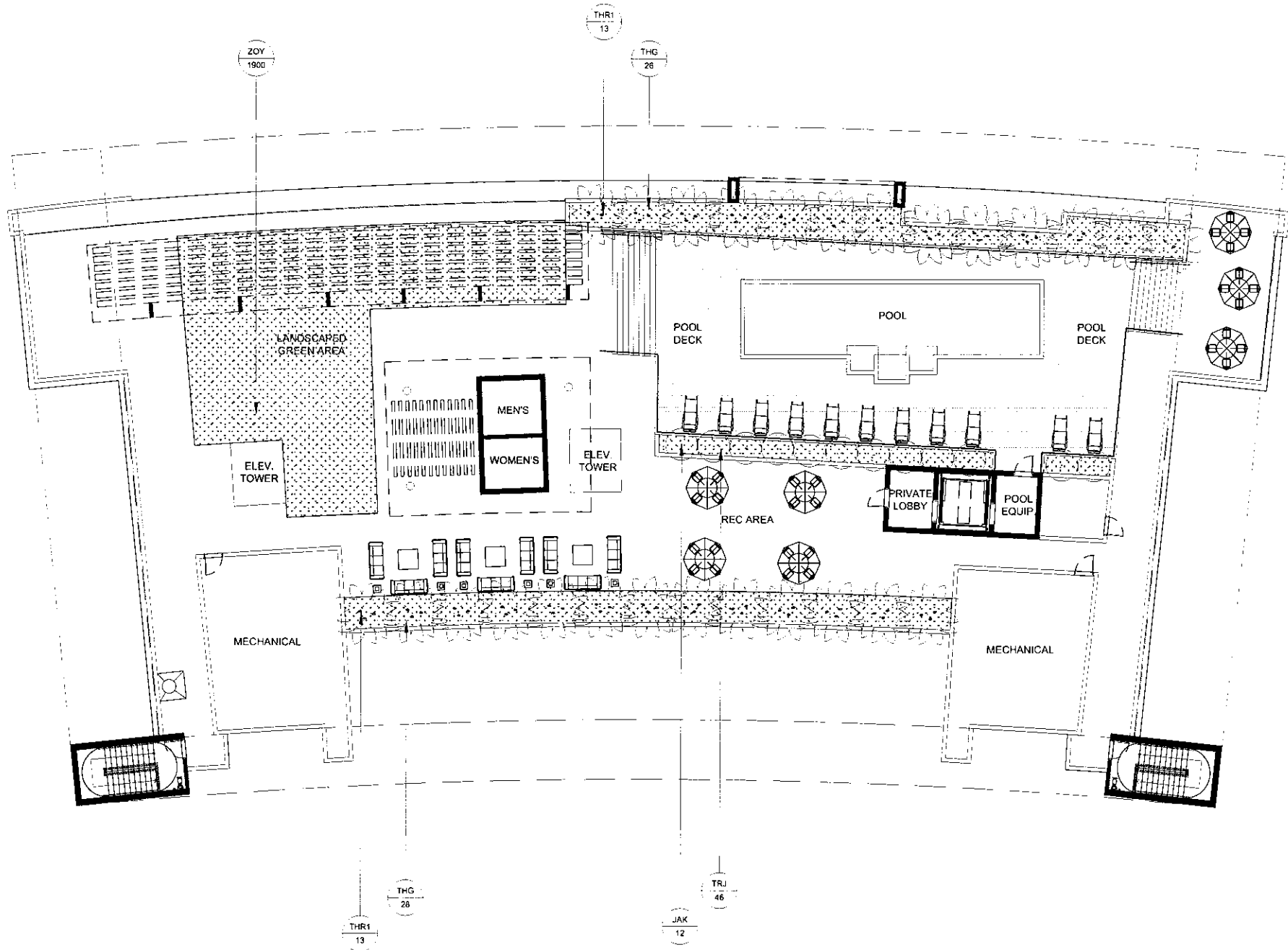
PLANT SCHEDULE

KEY	QTY.	BOTANICAL/COMMON NAME	SIZE
TREES			
BUS	10	Bursera simaruba Gumbo Limbo	18'-20' Ht. x 9'-10' Spr., B&B, 4" CAL. 6 CT
COD	1	Coccoloba diversifolia / Pidgeon Plum	16'-18' Ht. x 6'-9' Spr., B&B, 3" CAL., 2' CT Tree Form w multi-branch character
COU	5	Coccoloba uvifera / Seagrape	18' - 20' Ht. x 10'-12' Spr., B&B, 4" Cal., Multi-Trunk Specimen character
ELD	8	Elaeocarpus decipiens Japanese Blueberry	8'-9' Ht x 4'-5' Spr., 65 gal.,
JAK	12	Jacquinia keyensis / arborea Joewood	7'-8' Ht. x 4'-5' Spr., Specimen
TREE	6	Tree Per BHI Streetscape Master Plan	
PALMS			
ACW	6	Accolorrhaphie wrightii / Paurotis Palm	16' -18' OA Ht., Dense to ground, B&B B&B
CON	9	Cocos nucifera 'Green Malaysian' Green Malaysian Coconut Palm	24' - 40' OA Ht., 8'-20' GW, B&B
RHE	4	Rhapis excelsa / Lady Palm	5' OA Ht., Dense, 7 gal.
ROE	6	Roystonea elata Florida Royal Palm	32'-34' OA HT., 15' GW, B&B Matched trunks
SAP	19	Sabal palmetto Cabbage Palm	10' - 18' GW, even distribution, 50% booted, regenerative heads
THR	10	Thrinax radiata Florida Thatch Palm	12'-18' OA Ht, Staggered, Multi-Trunk, B&B
THR1	26	Thrinax radiata Florida Thatch Palm	10'-12' OA Ht, 8' OC, Multi-Trunk, B&B
SHRUBS			
MOD	63	Monstera deliciosa / Monstera	18'-24" OA, 3 gal., 36" OC
PHS	65	Philodendron Selloum Selloum	24'-30" Ht., Full, 3 gal., 36" OC
GROUNDCOVERS			
BOA	17	Bomichie arborescens / Sea Oxeye Daisy	7 gal, 30"-36" Ht., 30" OC
ERI	626	Erodia littoralis Beach Creeper	12'-18" Ht., Full, 1 gal., 24" OC
MIS	717	Microsorium scolopendria Wart / Monarch fern	12'-18" Ht., Full, 1 gal., 24" OC
TRF	189	Tripsacum floridanum / Florida Gamma Grass	12'-18" Ht., 1 gal., 18" OC
ZOY	1900	Zoysia 'Cashmere' / 'Emerald' S.F. Zoysia Sod	palettes
VINES			
THG	54	Thunbergia grandiflora / Sky Vine	3 gal., 4' OC
TRJ	81	Trachelospermum jasminoides / Jasmine	12'-18" OA, 3 gal., 6 runners min.

PROJECT LANDSCAPE LEGEND - Block 4					
Zoning District	R1B-1	Net Lot Area	33,750 SF 0.778 Acres		
OPEN SPACE					
A. Square Feet of open space required by Chapter 33, as indicated on site plan: Net lot area =				REQUIRED / ALLOWED (%)	PROVIDED
				6,750	7,071
B. Square Feet of parking lot open space required by Chapter 18A, as indicated on site plan: Nº parking spaces (Includes Loading Zones and exterior spaces)				0	0
C. Total s.f. of landscaped open space required by Chapter 33: (A + B) =				6,750	7,071
D. Total s.f. of landscaped rooftop space: Total rooftop area = 15% 12,924 SF				1,839	3,044
LAWN AREA CALCULATION					
A. 6,750 Total s.f. of landscaped open space required by Chapter 33: (C)					
B. Maximum lawn area (add) permitted: Open Space x 60% 3,375 SF				20,350	0
TREES					
A. Nº of trees required per Net Lot Area: Less existing number of trees meeting minimum requirements				22	28
				0	0
B. % Palms Allowed to count as Trees Required: Palms provided to count on 2:1 basis Palms provided to count on 1:1 basis Note: Palms exceeding allowable quantity not counted toward Tree Requirement				0	0
				0	0
C. % Native Required: Nº trees provided x 50% 22 Trees				11	27
D. % Drought Tolerant Required: Nº trees provided x 50% 22 Trees				11	27
E. Street trees (max. average spacing of 35' o.c.) Note: Street Trees excluded from all other quantities 210 LF Street				6	6
F. Street trees located directly beneath power lines: (maximum average spacing of 20' o.c.) 0 LF Street				0	0
SHRUBS					
A. No. of Shrubs required: No. Trees provided x 10 22 Trees				220	2,336
B. No. of Native Shrubs required: No. Shrubs provided x 30% 2,336 Shrubs				701	800
B. No. of Drought Tolerant Shrubs required: No. Shrubs provided x 50% 2,336 Shrubs				1,168	1,653
IRRIGATION PLAN: If required by Chapter 33					

LANDSCAPE AREA REQUIREMENTS			
20% OF LOT AREA	33,750 x 0.20 = 6,750 SQ. FT.	REQUIRED	PROVIDED
		6,750 SQ. FT.	7,071 SQ. FT. = 104%

ROOF DECK LANDSCAPE REQUIREMENTS			
10% OF ROOF AREA MINIMUM	12,924 x 0.10 = 1,292 SQ. FT.	REQUIRED	PROVIDED
		1,839 SQ. FT.	3,044 SQ. FT. = 232%



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LANDSCAPE ARCHITECTURE | URBAN DESIGN | ARCHITECTURE
1700 N. W. 10th Ave., Suite 1000
Fort Lauderdale, FL 33311
Phone: 954.561.1111
www.savinmiller.com

PROJECT
Bay Harbor Islands Condo - Block 4

DRAWING
Lower Roof - Pool Deck
Planting Plan

SCALE
3/32" = 1'-0"
PROJECT NUMBER

DATE
12-23-2013
REVISIONS
01-31-2014
02-18-2014

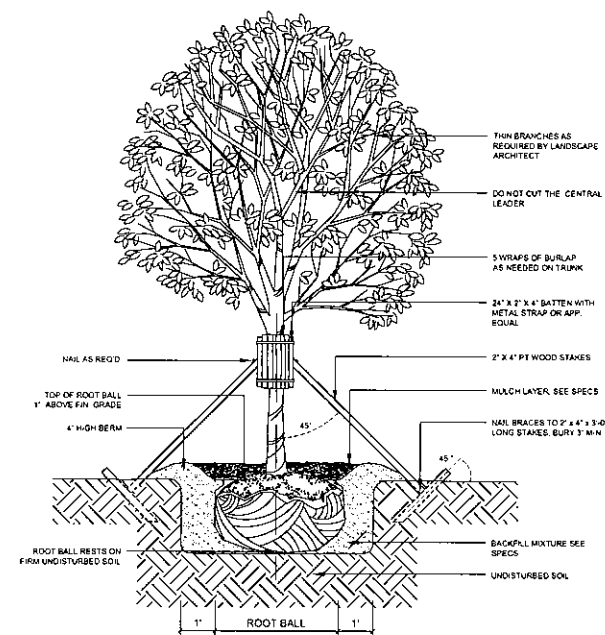
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LP-2

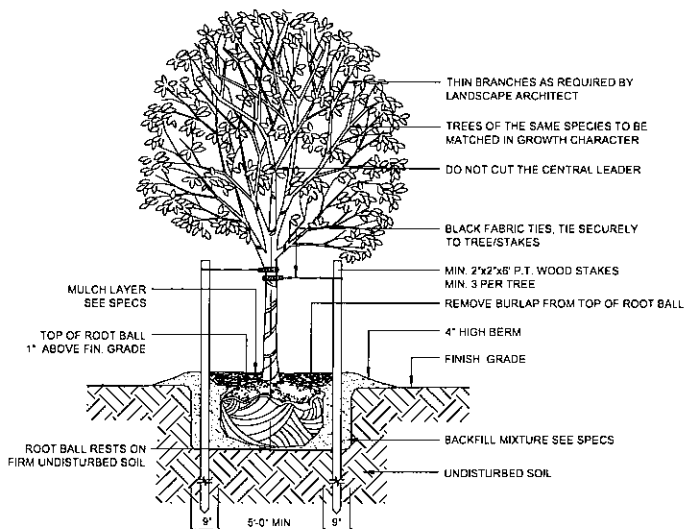


NOTE: SEE SHEET L-2 FOR PLANT SCHEDULE
AND REQUIREMENT CALCULATIONS

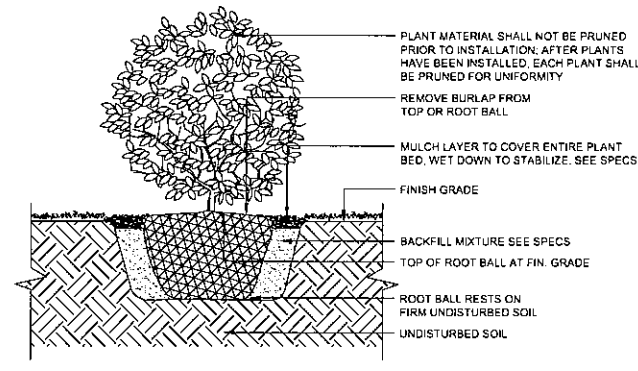
Z:\PROJECTS\Bay Harbor Islands Condos CONDO\GRAPHICS\CAD FILES\1 MASTER PLAN - SCHEMATIC DESIGN\2014-02-24-Bay Harbor Islands Condos - Block 4.dwg
Feb 24, 2014 - 7:26pm John



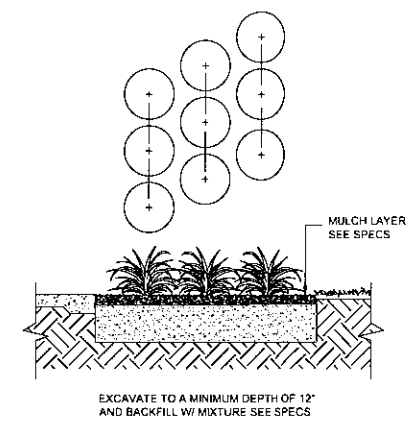
TYPICAL DETAIL: LARGE TREE STAKING
DETAIL #1
SCALE: NTS



TYPICAL DETAIL: SMALL TREE GUYING
DETAIL #2
SCALE: NTS

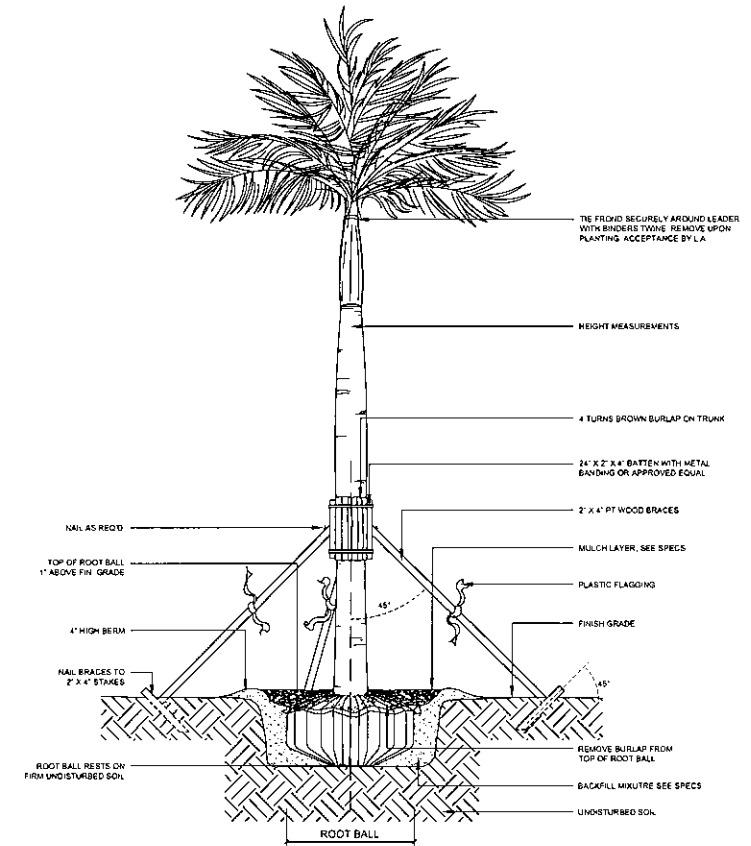


TYPICAL DETAIL: SHRUB
DETAIL #3
SCALE: NTS



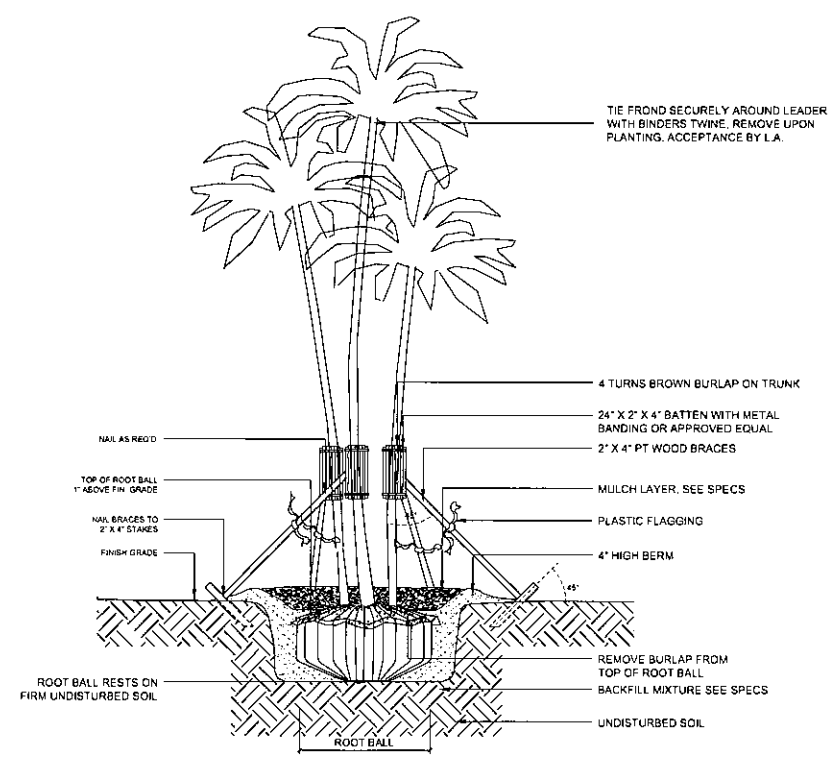
TYPICAL DETAIL: GROUNDCOVER SPACING
DETAIL #4
SCALE: NTS

NOTE:
* REMOVE ALL NURSERY STAKES, SUPPORTS, BRACES, TAPE AND LABELS AT TIME OF PLANTING
* KEEP MULCH 3"-4" AWAY FROM TRUNK
* REMOVE CONTAINER AND CUT CIRCLING ROOTS IF CONTAINER-GROWN OR AS MUCH BURLAP AS POSSIBLE IF FIELD-GROWN



TYPICAL DETAIL: LARGE PALM STAKING
DETAIL #5
SCALE: NTS

NOTE:
* REMOVE ALL NURSERY STAKES, SUPPORTS, BRACES, TAPE AND LABELS AT TIME OF PLANTING
* KEEP MULCH 3"-4" AWAY FROM TRUNK
* REMOVE CONTAINER AND CUT CIRCLING ROOTS IF CONTAINER-GROWN OR AS MUCH BURLAP AS POSSIBLE IF FIELD-GROWN



TYPICAL DETAIL: MULTI-TRUNK PALM STAKING
DETAIL #6
SCALE: NTS

NOTES:
1. PROVIDE ALL NURSERY STAKES, SUPPORTS, BRACES, TAPE AND LABELS AT TIME OF PLANTING
2. KEEP MULCH 3"-4" AWAY FROM TRUNK
3. REMOVE CONTAINER AND CUT CIRCLING ROOTS IF CONTAINER-GROWN OR AS MUCH BURLAP AS POSSIBLE IF FIELD-GROWN



WEST ELEVATION



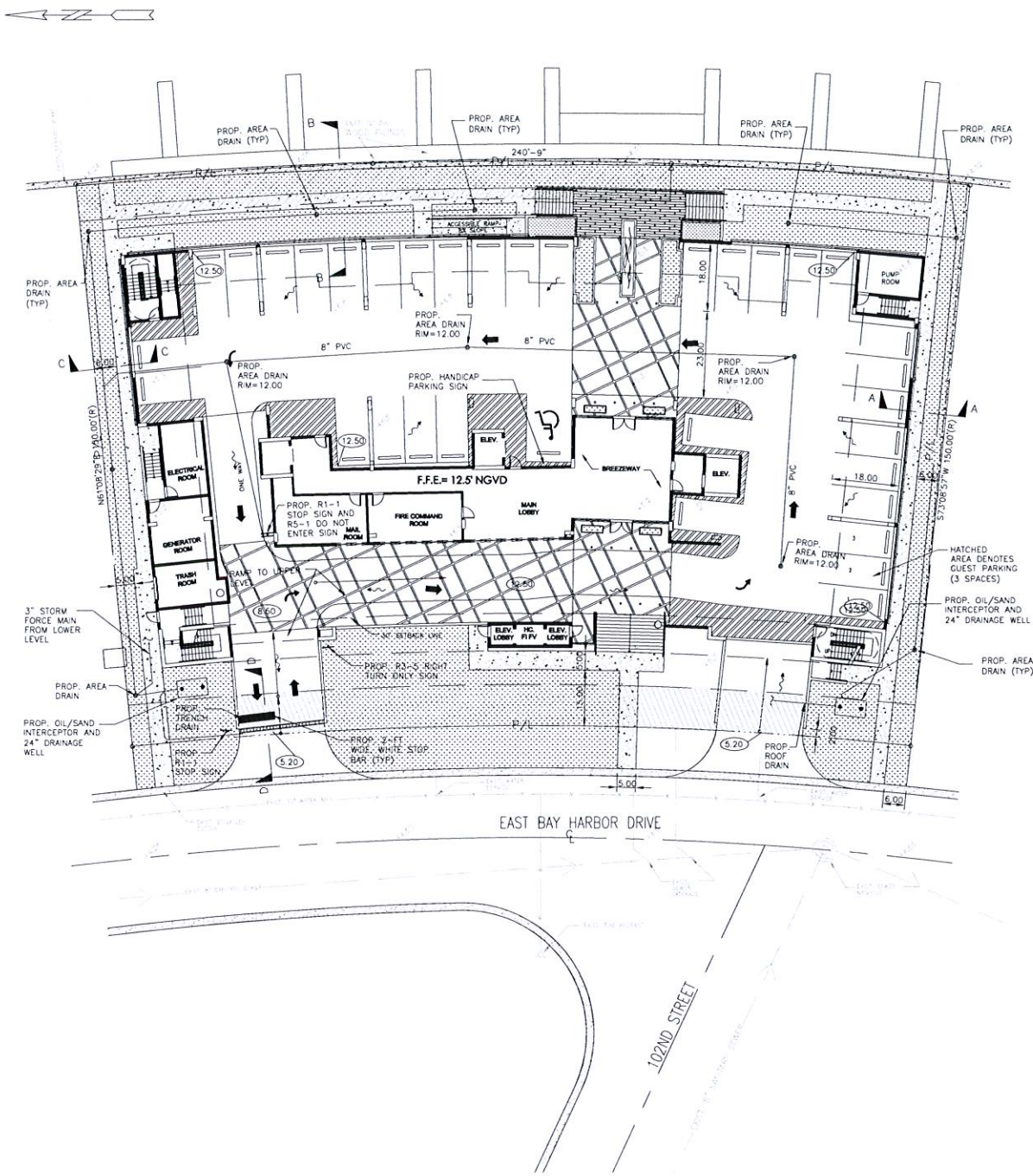
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

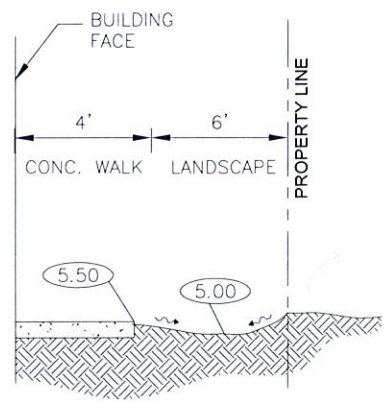
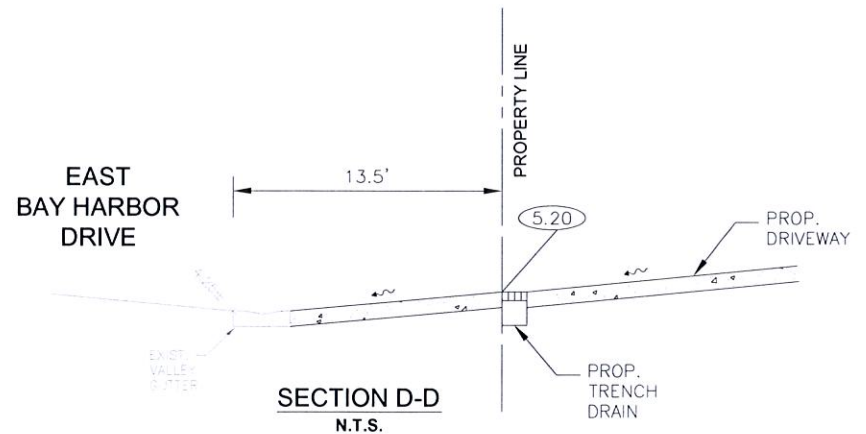
ALL STORMWATER IS TO BE RETAINED ONSITE



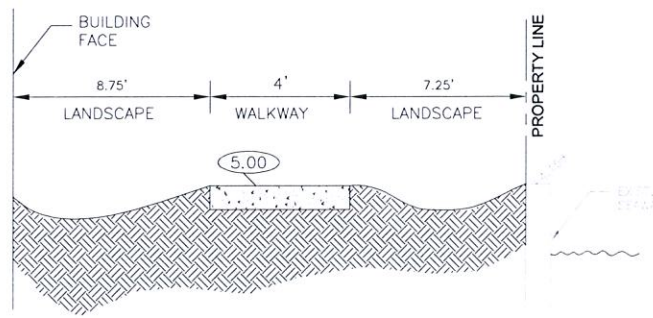
LEGAL DESCRIPTION

Lot 8, Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida. AND Lots 6 and 7, (LESS West 11 feet of Lots 6 and 7), in Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida. Area of parcel = 0.7393+/- acres

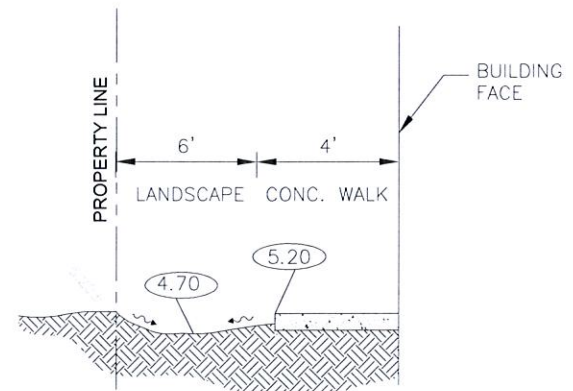
- NOTES:
1. EXISTING VALLEY GUTTER TO BE REPLACED WHERE CRACKED OR DAMAGED.
 2. MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
 3. MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
 4. CONNECT ALL ROOF DRAINS TO DRAINAGE WELLS.
 5. CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE, IRRIGATION PIPES AND STRUCTURAL FOUNDATION.
 6. ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED TO NGVD 1929.
 7. MAXIMUM SLOPE ON GARAGE RAMPS TO BE 12.5%.
 8. ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1/8 INCH/FT) SLOPE.
 9. REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS.
 10. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON CONCRETE RAMPS.



SECTION A-A
N.T.S.



SECTION B-B
N.T.S.



SECTION C-C
N.T.S.

LEGEND

- PROPOSED CONCRETE WALK
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE
- EXISTING WATER
- EXISTING GAS

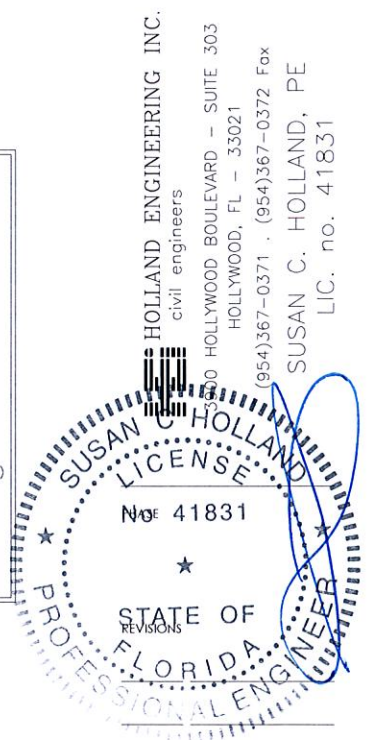
PAVING, GRADING AND DRAINAGE
GROUND LEVEL PLAN

SCALE 1" = 20'-0"



PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

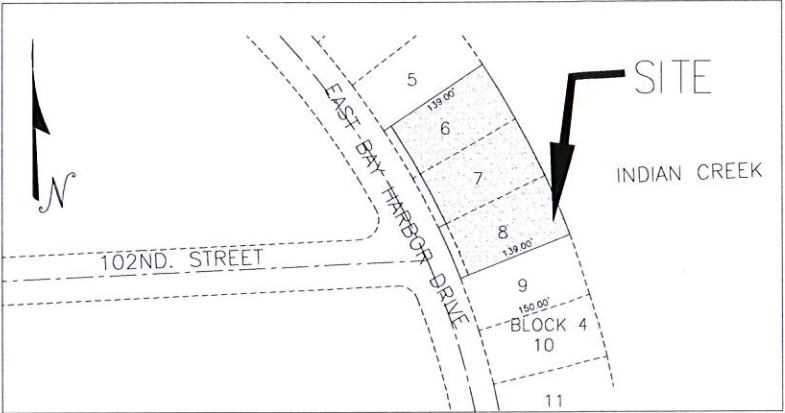
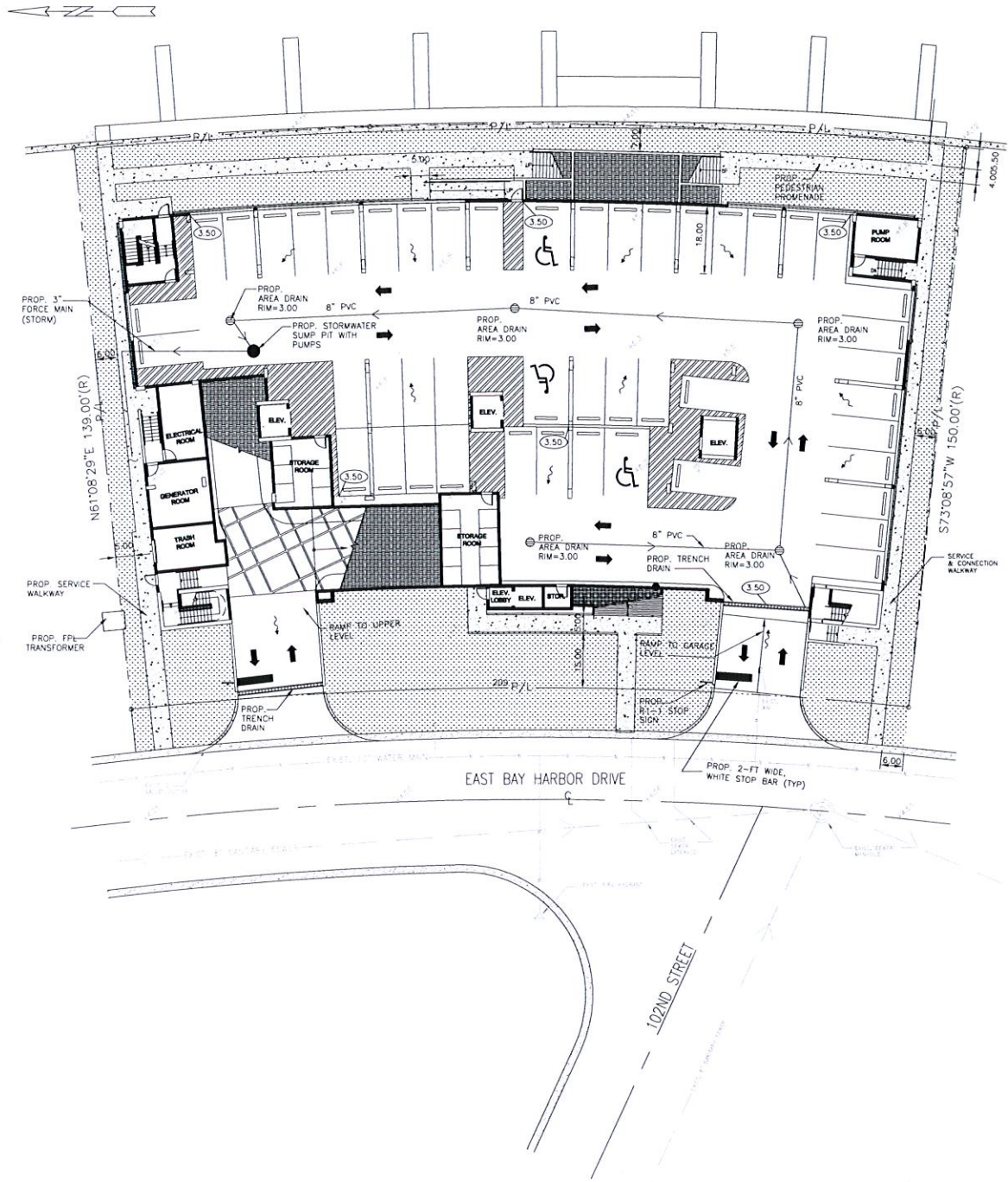
OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131



THIS DRAWING IS THE PROPERTY OF CORWIL ARCHITECTS, INC. UNLESS OTHERWISE PROVIDED FOR BY CONTRACT. THE CONTENTS OF THIS DRAWING ARE CONFIDENTIAL AND SHALL NOT BE TRANSMITTED TO ANY OTHER PARTY EXCEPT AS AGREED TO BY THE ARCHITECT/ENGINEER.

DATE: 12-10-13
JOB NO.: 2013-44
DRAWN BY: EEH
APPR BY: SCH
FILE: 13-44
SHEET NUMBER: **C-1**

MAR 18 2014



LEGAL DESCRIPTION

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Area of parcel = 0.7393+/- acres

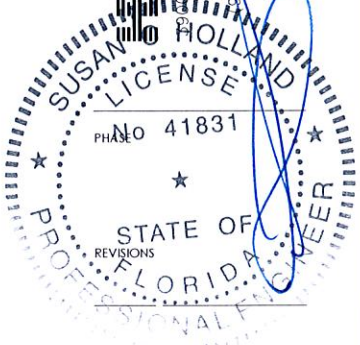


CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL. 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY
HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR
HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

HOLLAND ENGINEERING INC.
civil engineers
HOLLYWOOD BOULEVARD - SUITE 303
HOLLYWOOD, FL - 33021
TEL: (954) 367-0371 Fax
(954) 367-0372
SUSAN C. HOLLAND, P.E.
LIC. no. 41831



LEGEND

- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
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- EXISTING FENCE
- EXISTING WATER
- EXISTING GAS

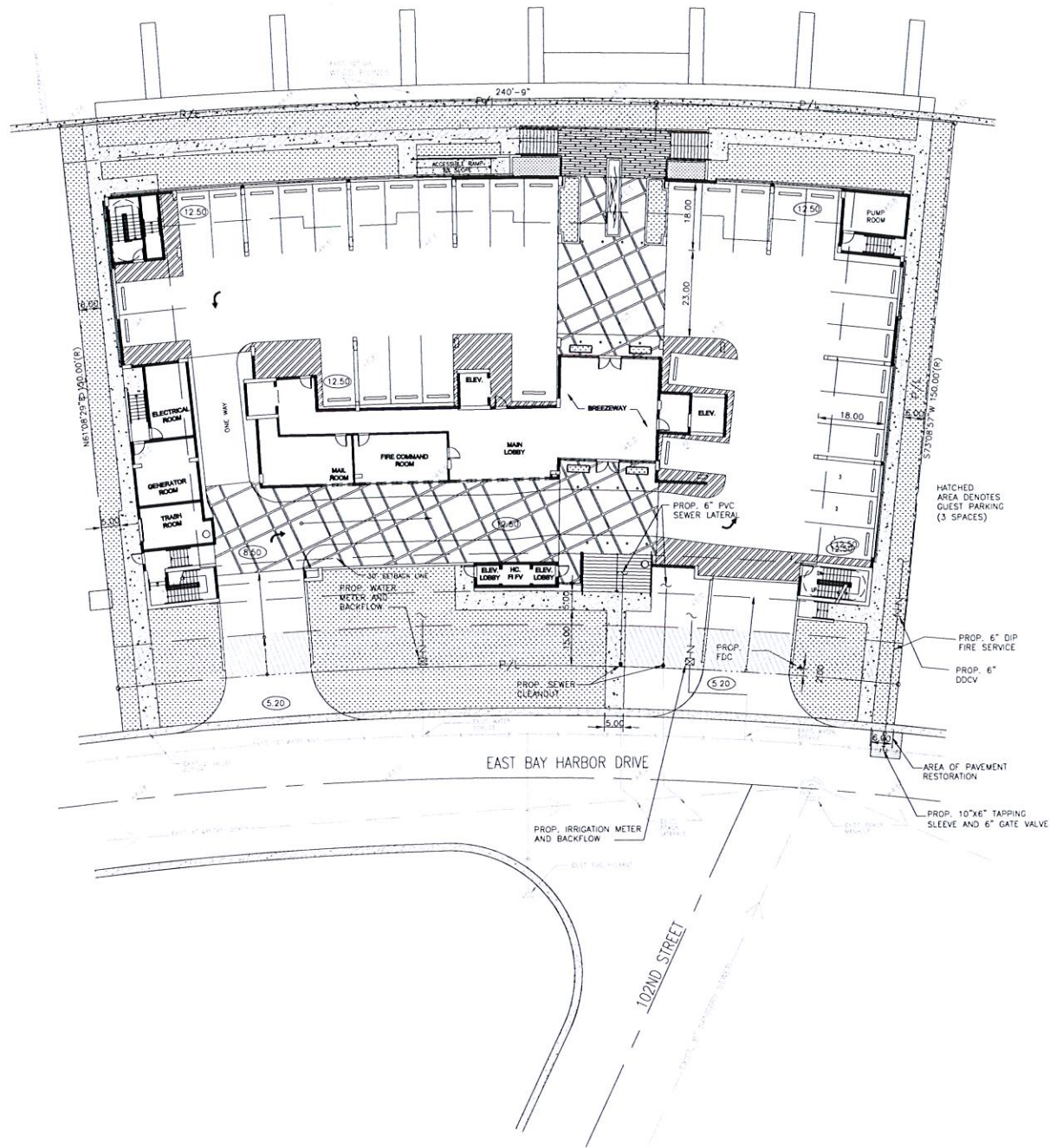
PAVING, GRADING AND DRAINAGE
GARAGE LEVEL PLAN

SCALE 1" = 20'-0"

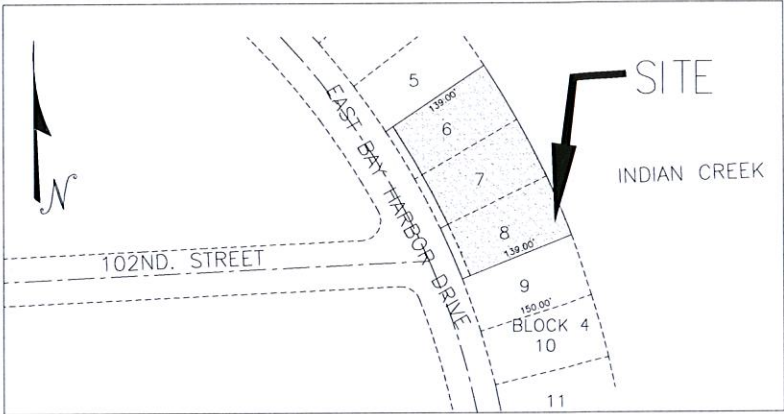
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UNLESS OTHERWISE PROVIDED FOR BY CONTRACT,
THE CONTENTS OF THIS DRAWING ARE CONFIDENTIAL
AND SHALL NOT BE TRANSMITTED TO ANY OTHER PARTY
EXCEPT AS AGREED TO BY THE ARCHITECT/ENGINEERS.

DATE: 12-10-13
JOB NO. 2013-44
DRAWN BY EEH
APPR BY SCH
FILE 13-44
SHEET NUMBER: C-2

MAR 18 2014



- NOTES:
1. REFER TO PLUMBING PLANS FOR COORDINATION WITH BUILDING WATER AND SEWER SERVICES.
 2. CONTRACTOR TO FIELD LOCATE EXISTING SEWER MAIN AND CONFIRM DEPTH OF PIPE.
 3. CONTRACTOR TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND CONFIRM DEPTH PRIOR TO CONSTRUCTION.
 4. INSTALLATION OF ALL UTILITIES TO BE COORDINATED TO PREVENT PIPE CONFLICTS
 5. ALL BACKFLOWS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY REGULATIONS



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LEGEND

- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
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- EXISTING ELEVATION
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- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE
- EXISTING WATER
- EXISTING GAS

WATER AND SEWER PLAN
GROUND LEVEL

SCALE 1" = 20'-0"

CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

HOLLAND ENGINEERING INC.
civil engineers
HOLLYWOOD BOULEVARD - SUITE 303
HOLLYWOOD, FL - 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
LIC. no. 41831

SUSAN C. HOLLAND
LICENSE
No 41831
PHASE
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SEAL

THE DRAWINGS & THE PROPERTY OF CORWIL ARCHITECTS INC.
UNLESS OTHERWISE PROVIDED FOR BY CONTRACT,
THE CONTENTS OF THIS DRAWING ARE CONFIDENTIAL
AND SHALL NOT BE TRANSMITTED TO ANY OTHER PARTY
EXCEPT AS AGREED TO BY THE ARCHITECT/ENGINEER.

DATE: 12-10-13
JOB NO. 2013-44
DRAWN BY EEH
APPR BY SCH
FILE 13-44
SHEET NUMBER: **C-3**

MAR 18 2014

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 18.

ITEM: Consideration and approval of a private TDR transaction of the transfer of eight (8) dwelling unit from Bay Harbor Holdings, LLC (10270-10290 E. Bay Harbor Drive) to Bay Harbor Holdings, LLC (10201-10231 E. Bay Harbor Drive) Enclosed is a copy of the application, contract, plans and other supporting documents.

DESCRIPTION:

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney draft a resolution setting forth the Town Council's approval and recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Staff Report	staff report-donor 10270-90 ebhd.pdf
2.	Tdr Application	tdr app-BBH,llc tdr app 3.pdf
3.	Building Staff report	Bldg report - 10270-90 EBHD.pdf
4.	Code Compliance report	Code C. report 10270-90 EBHD.pdf
5.	Site Plans 1	10201-10231eBHDRPart1.pdf
6.	Site Plans 2	10201-10231eBHDRPart2.pdf

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Marante, Town Clerk

From: Michael J. Miller, AICP 

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 7/22/2014

Re: Transfer of Development Rights (TDR) **CC:**

Bay Harbor Holdings, LLC (40 Total DU)

AKA Integra Block 4

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ As Requested

TDR Request – 8 Private DU

Donor Site: 10270 - 90 E. Bay Harbor Dr. / Lots 1 & 2 of Block 5 (Bay Harbor Holdings / Proposed Integra Block 5)

Receiving Site: 10201 - 31 E. Bay Harbor Dr. / Lots 6-8 of Block 4 (Bay Harbor Holdings / Integra Block 4)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Bay Harbor Holdings / Integra Block 4) was granted Site Development Plan approval by the Town's PZ Board on April 2nd, 2014 for a total of 40 DU. The allowable base zoning density of 34 DUA would allow 26 DU on the receiving site (.775 acres X 34 DUA = 26.35 or 26 DU) provided the previously dedicated 11-foot right-of-way area is vacated (otherwise only 25 DU would be allowed). Since the proposed project includes 40 total dwelling units this requires the acquisition of 14 TDR units. The developer of the receiving site (Bay Harbor Holdings / Integra Block 4) has concurrent applications with two other nearby privately-owned / fully developed sites to acquire the remaining 6 TDR units.

The donor site, in this instance, is currently developed as a two lot / 2-story / 12 DU apartment complex. The donor site was part of a 61 DU proposal known as "Integra Block 5" that was reviewed but deferred by the Town's DRC in October 2013. However, there has been no activity with that proposal since that time. The donor site is located at 10270-90 E. Bay Harbor Drive and the legal description is Lots 1 and 2 of Block 5. Currently there are three (3) buildings on the donor site with 4 DU in each building (total of 12 DU). The survey indicates the donor site lot area is 26,053 sq. ft. / .5981 acres in size. Based on the existing lot area the site is entitled to 20 DU (.5981 acres @ 34 DUA = 20.34 or 20 DU). Both the

July 22, 2014

Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). With 12 DU on the site and 20 DU allowed by right, the donor site currently has the ability to convey the eight (8) TDR units requested.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: BAY HARBOR HOLDINGS, LLC
Date: 7/16/2014 Time: 3:07 PM
Receipt Number: MAIN / 82893
Clerk: SCHERRIE

DONOR SITE: 10270-10290 E. BHD

ITEM	REFERENCE	AMOUNT
MISC	TDR FEE/10201-10231	1,000.00
Total:		1,000.00
Check	001092	1,000.00
Change:		0.00

Bay Harbor Holdings, LLC					001092
Town of Bay Harbor					
Date	Type	Reference	Original Amt.	Balance Due	6/30/2014 Discount
6/30/2014	Bill	06/30/2014-Fee1	1,000.00	1,000.00	
				Check Amount	Payment 1,000.00 1,000.00

→ Receiver Site: 10201-10231 EBHD
Donor Site: 10270-10290 East Bay Harbor Drive

SUB Main Equity (738

1,000.00



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ _____
TDR UNITS REQUESTED: _____ PROJECT TOTAL UNITS: _____
APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Bay Harbor Holdings, LLC		
Phone (786) 472-1301	e-mail apeters13fi.com	Fax ()
Address 848 Brickell Avenue, PH 1		
City and State Miami, FL	Zip Code 33131	
Relationship to Property: owner of receiver site		

RECEIVER SITE INFORMATION

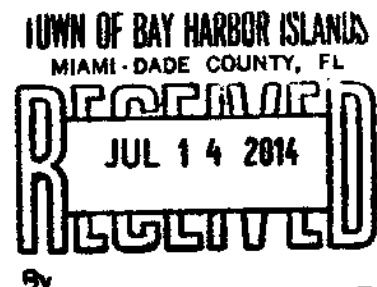
Owner's Name Bay Harbor Holdings, LLC		
Phone (786) 472-1301	e-mail apeters@13fi.com	Fax ()
Address 848 Brickell Avenue, PH 1		
City and State Miami, FL	Zip Code	
Property Address/Location 10201-10231 East Bay Harbor Dr.		
Legal Description: LOT(S) 6, 7, 8 BLOCK 4		
Folio Number 13-2227-001-0840 & 0850	Current Zoning RM-1	
Property size 0.775 acres	Purchase date 12/27/2012	
Existing use of the property Multifamily residential apartments		
Describe Existing Structure on Property Two 2-story apartment buildings with a total of 32 living units.		
Dwelling units to be received 8		
Total Dwelling units including TDR 40		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 4/2/2014

If Not, then attach preliminary site plan.



ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☐ No ☒

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name Bay Harbor Holdings, LLC		
Phone (786) 472-1301	e-mail apeters@13fi.com	Fax ()
Address 848 Brickell Avenue, PH 1		
City and State Miami, FL		Zip Code 33131
Property Address/Location 10270-10290 East Bay Harbor Dr.		
Legal Description: LOT(S) 1&2 BLOCK 5		
Folio Number 13-2227-001-1110	Current Zoning RM-2	Year built 1947
Property size 0.61 acres	Purchase date 12/27/2012	
Existing use of the property Multifamily residential apartments		
Describe Existing Structure on Property Three 2-story apartment buildings with a total of 12 living units		
Dwelling units to be transferred to TDR Bank 8 to Receiver Site		
Units permitted 20		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)
 Survey must be current (no more than 6 months old)

Name of Surveyor Royal Point Land Surveyors, Inc. (Receiver)		
Address 6175 NW 153 Street, Suite 321, Miami Lakes, FL 33014		
Phone (305) 822-6062	e-mail	Fax ()

Name of Surveyor Same as above (Donor)		
Address		
Phone ()	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ Building must have obtained 40 or 50 Year Certification - If Applicable
- ☐ Outstanding Liens or Code Violations must be cured and/or paid - If Applicable

Other inspections to be performed may include, but are not limited to, the following items:

- ☐ Exterior paint
- ☐ Steps
- ☐ Pool/Recreation facilities
- ☐ Electrical System
- ☐ Roofing
- ☐ Windows
- ☐ Railings
- ☐ A/C equipment
- ☐ Doors
- ☐ Landscaping
- ☐ Fences/Walls
- ☐ Roof mounted equipment/screening
- ☐ Elevators
- ☐ Parking area
- ☐ Plumbing

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE

[Signature]
Signature of Owner (Applicant)

7/10/14
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10 day of JULY, 2014,
by ARMANDO KASBOMI on behalf of
Bay Harbor LLC, a Florida (corporation) (partnership) (Other:
_____) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires: 4/22/17

[Signature]
Notary Public, State of Florida

Print Name: FLORA SEREBRENNIK

NOTARY PUBLIC
FLORA SEREBRENNIK
MY COMMISSION # FF 010858
EXPIRES: April 22, 2017
Bonded Thru Budget Notary Services

DONOR SITE

[Signature]
Signature of Owner (Applicant)

7/10/14
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10 day of JULY, 2014,
by ARMANDO KASBOMI on behalf of
Bay Harbor LLC, a Florida (corporation) (partnership) (Other:
_____) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires: 4/22/17

[Signature]
Notary Public, State of Florida

Print Name: FLORA SEREBRENNIK

NOTARY PUBLIC
FLORA SEREBRENNIK
MY COMMISSION # FF 010858
EXPIRES: April 22, 2017
Bonded Thru Budget Notary Services

TRANSFERABLE DEVELOPMENT RIGHTS
PURCHASE AND SALE AGREEMENT

THIS TRANSFERABLE DEVELOPMENT RIGHTS PURCHASE AND SALE AGREEMENT ("TDR Agreement") is made and entered into as of _____, 2014 ("Effective Date") by and between BAY HARBOR HOLDINGS LLC, a Delaware limited liability company in its capacity as the owner of "Parcel A", defined herein ("BHH A"), and BAY HARBOR HOLDINGS LLC, a Delaware limited liability company in its capacity as the owner of "Parcel B", defined herein ("BHH B", BHH A and BHH B, each a "Party", collectively, the "Parties").

RECITALS

WHEREAS, BHH A, is owner of that certain real property legally described on Exhibit "A" attached hereto ("Parcel A");

WHEREAS, BHH B, is owner of that certain real property legally described on Exhibit "B" attached hereto ("Parcel B");

WHEREAS, Parcel A and Parcel B are both located within the Town of Bay Harbor Islands, Florida (the "Town");

WHEREAS, Parcel A contains transferable development rights (the "TDRs") which BHH A has agreed to transfer to BHH B for use in connection with certain development activities to be performed on Parcel B;

WHEREAS, in consideration of the mutual covenants, conditions, and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and are incorporated by this reference as if set out in full in the body of this Agreement.
2. Transaction. Upon satisfaction of the Transfer Conditions, as defined herein, BHH A shall transfer the TDRs to BHH B.
3. Deposit and Transfer. Together with the execution of this TDR Agreement, BHH A shall execute and place into escrow with Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., ("Escrow Agent") a Warranty Deed For Transfer Of Development Rights And Declaration Of Restrictions, in the form attached hereto as Exhibit "C" (the "TDR Deed") which shall serve as a conditional conveyance of the TDRs. The Escrow Agent shall retain the TDR Deed in escrow until such time as the Transfer Conditions, as defined herein, have been met, at which time the TDR Deed shall be unconditional, and may be recorded by the Escrow Agent. In the event the Town prescribes a separate form for the TDR Deed, or requires revisions thereof in order to effectuate the transfer of the TDRs, BHH A shall execute a revised deed as required by the Town.

4. Approval of the Transfer. BHH A and BHH B shall comply with all of the provisions of Chapter 23, Section 23-22.2 of the Code of Ordinances, Bay Harbor Islands, Florida (the "Bay Harbor Code"), applicable to the transfer of the TDRs and shall take all steps necessary to effectuate the transfer of the TDRs in accordance with this Agreement and the Town Code, including, but not limited to:

(a) consenting to the recording of restrictions on the Property referencing the transfer of the TDRs;

(b) applying to the Town and/or consenting to any applications to the Town for designation as a "donor parcel" or "receiving parcel" as defined in the Town Code; and

(c) providing and executing any other documents or instruments required by the Town in the Town Code.

5. Closing. The closing of this transaction (the "Closing") shall take place at the offices of Escrow Agent within ten (10) days of the Town adopting a resolution in accordance with the Bay Harbor Code approving the transfer of the TDRs from BHH A and BHH B (the "Resolution") and any appeal rights related to the adoption of the Resolution having expired. Upon confirmation from the Town that all conditions necessary to finalize the transfer of the TDRs have been met (the "Transfer Conditions"), the Escrow Agent shall be authorized to record the TDR without the need for further action or consent by either Party. The Closing can be effected through courier exchange of closing documents.

6. Closing Costs

(a) At closing, BHH B shall pay the costs of transfer tax and documentary stamps, if any, its own attorney's fees, and any costs associated with notifying the Town of the transfer of the TDRs.

(b) BHH B shall pay any expenses related to its due diligence and inspections performed therein.

7. Documents to be delivered at Closing. The Parties shall deliver at Closing to each other any and all such reasonable and customary documents necessary to consummate the closing of this purchase and sale transaction and to confirm the transfer of the TDRs.

8. Default. In the event of a failure by either Party to perform any obligation or covenant which either of them is obligated to perform under this Agreement, no default shall occur until notice thereof is given to the defaulting Party by the other Party hereto asserting an event of default has occurred, describing the nature of the default, and giving a period of ten (10) days to cure the default.

9. Escrow Agent.

(a) The duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Assignment, and for the disposition of same in

accordance with this Agreement. Each of the parties to this Agreement shall and do jointly and severally indemnify Escrow Agent and hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur in connection with this Agreement or which may result from Escrow Agent's following of instructions from the parties, whether or not litigation is instituted.

(b) Escrow Agent shall not be liable: (i) to any of the parties for any act or omission to act except for Escrow Agent's own gross negligence or willful misconduct; (ii) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by Escrow Agent or exchanged by the parties under this Agreement, (iii) for the default, error, action, or omission of any party to this Agreement other than Escrow Agent; or (iv) for Escrow Agent's compliance with any legal process, subpoena, writs, orders, judgments, and decrees of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside, or reversed.

(c) Escrow Agent may: (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be bona fide and genuine; (ii) assume the validity and accuracy of any statement contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner, and execution, or validity, of any instrument deposited in escrow, or as to the identity, authority, or right of any person executing same. Nothing contained herein shall be deemed to prevent Escrow Agent from serving in a similar capacity on behalf of others.

10. Miscellaneous.

(a) Each of Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable attorneys' fees and costs incurred by the prevailing party at all trial and appellate levels. The provisions of this subsection shall survive the Closing coextensively with other surviving provisions of this Agreement.

(d) In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and section headings shall be disregarded.

(e) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(f) Time shall be of the essence for each and every provision hereof. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday. Except as specified herein, all time periods in this Agreement shall be calculated as calendar days.

(g) This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

(h) All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

(i) The facsimile or electronic signature of any party hereto shall be as binding as the original signature of such party for all purposes.

(j) This Agreement has been entered into in the State of Florida and shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without giving effect to the rules governing conflict of laws.

(k) The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or will occur in Miami-Dade County, Florida, and that, therefore, each of the parties irrevocably and unconditionally (i) agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Agreement may be brought exclusively in the courts of record of the state of Florida in Miami-Dade County or the District Court of the United States, Southern District of Florida, sitting in Miami-Dade County; (ii) waives any objection that it may have to the laying of venue of any such lawsuit, action, or proceeding in any such court.

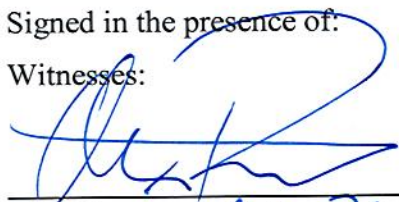
(l) Seller and Buyer mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to this Agreement. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for Seller/Buyer to enter into this Agreement.

[SIGNATURES PAGES FOLLOW]

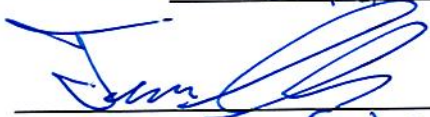
IN WITNESS WHEREOF, this Agreement has been executed by the Seller and the Buyer.

Signed in the presence of:

Witnesses:



Print Name: Alex Peters

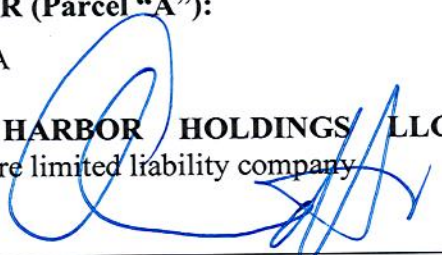


Print Name: Tim Sanders

OWNER (Parcel "A"):

BHH: A

BAY HARBOR HOLDINGS LLC, a
Delaware limited liability company

By: 

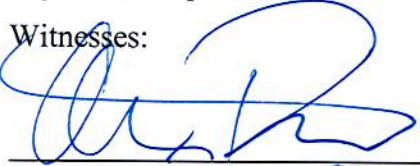
Name: Arnaud Karsenti

Title: Authorized Representative

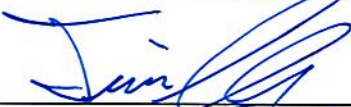
Date: 7/11, 2014

Signed in the presence of:

Witnesses:



Print Name: Alex Peters



Print Name: Tim Sender

OWNER (Parcel "B"):

BHH B:

BAY HARBOR HOLDINGS LLC, a
Delaware limited liability company

By: 

Name: Arnaud Karsenti

Title: Authorized Representative

Date: 7/11, 2014

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A

Lots 1 and 2, Block 5, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL B

Lots 6, 7 & 8 Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.



CFN 2013R0006597
OR Bk 28427 Pgs 3867 - 3870: (4pgs)
RECORDED 01/03/2013 15:18:12
DEED DOC TAX 91,950.00
SURTAX 68,962.50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and after Recording, Return to:

Richard B. MacFarland, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, FL 33434

Tax Parcel Numbers:

13-22270012091
13-22270012080
13-22270011250
13-22270011430
13-22270011440
13-22270011230
13-22270011110
13-22270010850
13-22270010840
13-22270012090

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **THE PALMS OF BAY HARBOR, LLC**, a Florida limited liability company, with a mailing address of 2700 South Nelson Street, Arlington, VA 22206 ("**Grantor**") for and in consideration of Ten Dollars, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto **BAY HARBOR HOLDINGS LLC**, a Delaware limited liability company with a mailing address of 411 West Putnam Avenue, Greenwich, CT 06830 ("**Grantee**"), all that certain property more particularly described on **Exhibit "A"** attached hereto and made a part hereof, together with all and singular the rights, tenements hereditaments and appurtenances thereto in anywise belonging thereto (collectively, the "**Property**").

TO HAVE AND TO HOLD the above-described Property, with all improvements thereon, unto Grantee in fee simple forever.

AND Grantor does hereby covenant with Grantee that said described Property is free from all liens and encumbrances except (a) conditions, restrictions, limitations, and easements of record, if any, but this provision shall not operate to reimpose the same; (b) zoning and other governmental regulations; and (c) taxes and assessments for the year 2013 and subsequent years.

AND the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor but against none other.

IN WITNESS WHEREOF, this instrument has been executed this 27 day of DECEMBER, 2012.

Witnesses:

Print Name: Scott M. Herrick

Print Name: Scott M. Herrick

Grantor:

THE PALMS OF BAY HARBOR, LLC, a
Florida limited liability company

By:

Scott M. Herrick, Manager

Date: 12/27/12

STATE OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 27 day of DECEMBER 2012 by Scott M. Herrick as Manager of The Palms of Bay Harbor, LLC, a Florida limited liability company, on behalf of the Company. He (☒) is personally known to me or (☐) presented _____ as identification.

Judith M. Smore
Notary Public

Commission Expires: 1/31/15



Exhibit "A"
Legal Description

Parcel 1:

Lots 1, 2 and 3, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Lots 24 and 25, Block 9, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

Lots 1 and 2, LESS the East 11 feet and the Northerly 11 feet of Lot 2, Block 6, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lot 19, LESS the South and East 11 feet, Block 6, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lot 20, LESS the East 11 feet, Block 6, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 4:

Lots 14 and 15, Block 5, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lots 1 and 2, Block 5, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Donor
Site

Parcel 5:

Lot 8, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AND

Lots 6 and 7, LESS the West 11 feet of Lots 6 and 7, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Receiver
Site

TITLE REVIEW NOTES:

TITLE REVIEW NOTES:

TITLE COMMITTEE PROVIDED BY: COMPANY
FIRST AMERICAN TITLE INSURANCE
Commitment No.: 1062 - 85B466 Effective date: November 1, 2012 @ 11:59 PM
Items 1 through 8: General & Special Exceptions: No other exceptions noted
for Subject Property

9- Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BAY HARBOR ISLAND, as recorded in Plat Book 4E, Page 5, of the Public Records of Miami-Dade County, Florida. (Does affect Subject Property - Plotted)

10- Terms, conditions, covenants, restrictions, and easements as contained in that Declaration of Restrictions Covering BAY HARBOR ISLAND, recorded April 19, 1947 in Deed Book 284E, Page 69, as amended and/or affected by that Declaration, recorded March 30, 1977 in Official Records Book 9632, Page 1157, and by that Notice to Extend recorded April 14, 1977 in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida. (Does Affect Subject Property - Plotted on Survey)

11- Deed of Conveyance, Easement, in favor of the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, recorded December 24, 1989 in Official Records Book 15320, Page 2185, of the Public Records of Miami-Dade County, Florida. (Does Affect Subject Property)

1201 Official Records Book 15320, Page 2185, of the Public Records of Miami-Dade County, Florida. (Does Affect Subject Property)

LEGAL DESCRIPTION - PARCEL 4b

Area of parcel = 0.5981 +/- acres

PROPERTY ADDRESS:

Property Address: 10270-80-90 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA
Tax Folio #13-2227-001-1110

Donor Site



SURVEYOR'S NOTES:

- 1) The Legal Description to the Property was obtained from FIRST AMERICAN TITLE INSURANCE COMPANY, Commitment for Title Insurance.
 - 2) The Certification is only for the lands as described. It is not a
OPINION OF TITLE, Zoning, Easements, or Freedom of Encumbrances.
 - 3) An examination of Commitment Issued by FIRST AMERICAN TITLE INSURANCE COMPANY Commitment File No.: 1002-2855469, effective date: November 1, 2012 @ 11:55 PM, was made to determine recorded encumbrances, if any affecting this property. However, there may be encumbrances not shown on this survey that may be found in the Public Records of this County.
 - 4) Accuracy: The expected use of the land, as classified in the Minimum Technical Standards (5-1-JFAC), is Residential High Risk. The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed traverse survey is found to exceed this requirement.
 - 5) All measurements taken hereon are made in accordance with the United States Standard Feet.
 - 6) Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
 - 7) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or plats made other than the signing party or parties are prohibited without the signing party or parties.
- 7. ZONING INFORMATION:**

SURVEYOR'S CERTIFICATE:

THIS SURVEY CERTIFIED TO:

- Boy Harbor Holdings, LLC
- Schoedel United Bank, NA, its successor and/or assigns as their interest may appear
- First American Title Insurance Company
- Brood and Cossette

I merely carry that on December 18, 2012, on accurate survey of the premises shown on this sketch of survey was made under my supervision, that this survey meets the minimum technical standards for land boundary surveys set forth in the "2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS, that all buildings and other structures on the premises and their relation to the property lines are correctly shown, and that there are no encroachments, overlaps, boundary line disputes, recorded easements (or unrecorded claims of easements visible on the ground) other than those shown hereon.

Copies of this survey are invalid unless embossed with the seal of the signing professional surveyor on mopper. Sold embossed copies are for the specific use of those entities that the survey have been certified to.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 6632

LB No. 6632

B.Y. _____

Date of Survey: 12/18/2012
Date of Last Revision: 01/02/2013

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd Street - Suite 321, Miami Lakes, Florida 33016
Phone: 305-822-6662 / Fax: 305-827-9669

OF 1 SHEET.

1

PE

CHECKED: P.J.A.

FIELD DATE: 12/18/2019

12-100-40

SHEET.

SHEET:

ALTA / ASCM LAND TITLE SURVEY

6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 */ FAX.305-827-9669

PREPARED FOR:

BAY HARBOR HOLDINGS, LLC
10270-80-90 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA

ROYAL POINT
LAND SURVEYORS, INC.
P.O. BOX 7202

SURVE
I B # 7282

TYPE OF PROJECT:

BY	APP.	NO.	DATE
RECORD OF REVISION			

NO.	DATE	DESCRIPTION	BY	APP.	NO.	DATE	DESCRIPTION	BY	APP.
RECORD OF REVISION									

July 25, 2014



Marlene Marante, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Robert H. Yaffe
Mayor

Jordan W. Leonard
Vice-Mayor

Stephanie Bruder
Council Member

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Solange M. Rousselot
Council Member

Isaac Salver
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW MULTI -FAMILY
Transfer of Development Rights
10270-90 E. Bay Harbor Drive

Dear Ms. Marante:

As per you request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS

1. Exterior paint (good condition - can use some touch up paint)
2. Pool/Recreation (NO POOL)
3. Landscaping (good condition)
4. Steps/Railings (good condition)
6. Windows (multiple style - Jalousie and Casement) good condition
7. Roof (good condition)

PLUMBING REPAIRS

1. Washing machines in laundry room are draining to clean-out in floor. No lint interceptor as required by code.

MECHANICAL REPAIRS ~ No Repairs required

ELECTRICAL REPAIRS ~ No Repairs required

This building was build in 1947. The building was re-certified in 2007. There next report is not due until 2017.

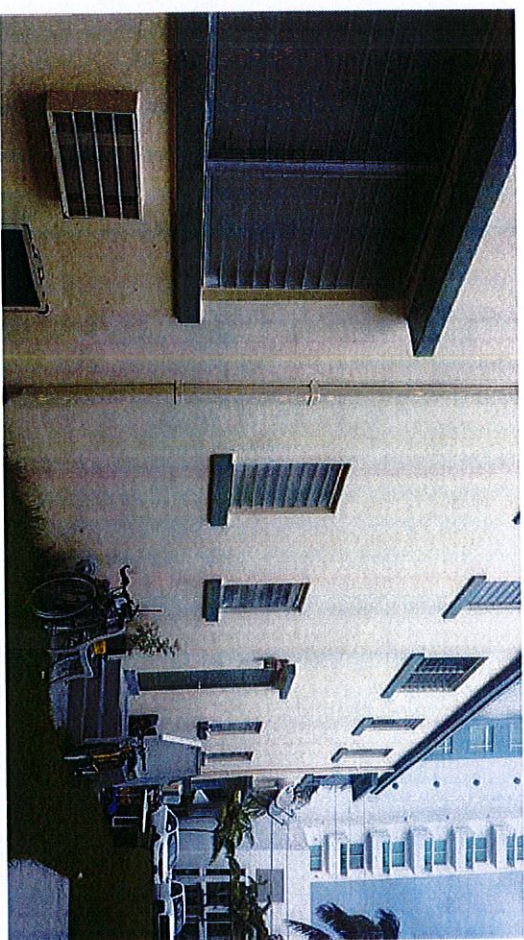
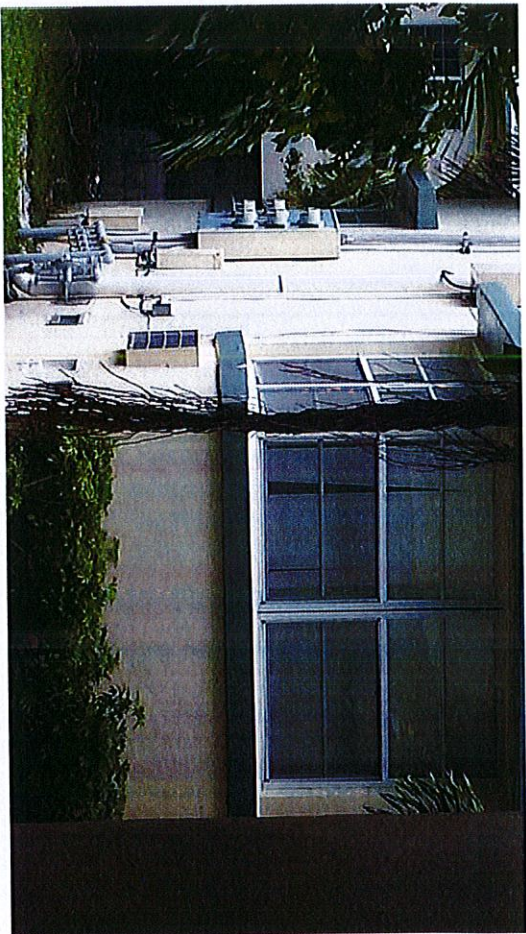
Attached are pictures for your records pertaining to the site.

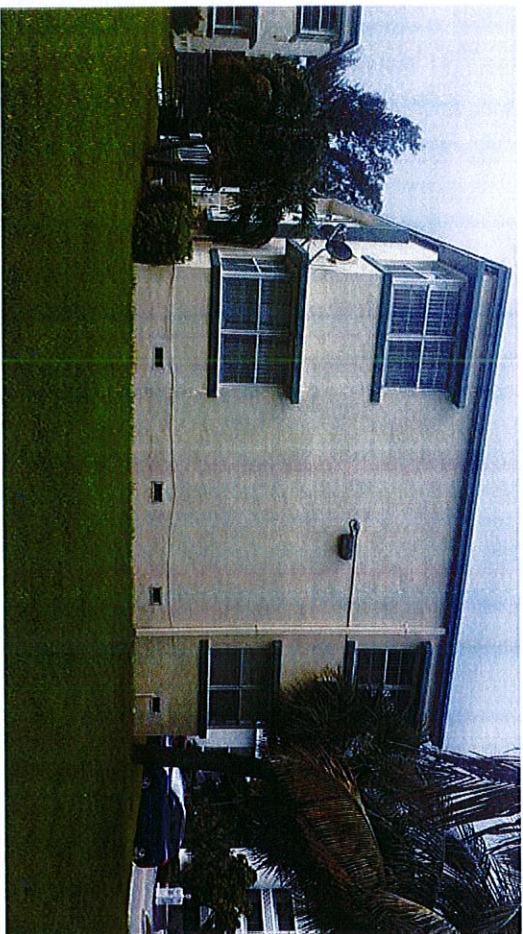
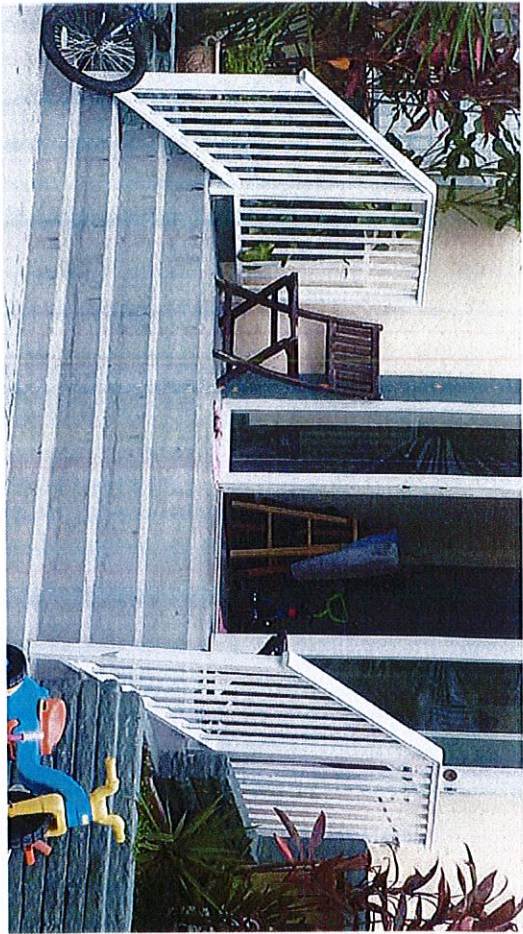
If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee,
Chief Building Official

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER





Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: July 21, 2014

Property Address: Bay Harbor Holdings, LLC
10270-10290 East Bay Harbor Drive
Bay Harbor Islands, FL 33154



View of 10270 building- No violations observed.



Building 10270 – No exterior lighting provided.

10-1 All entrances, exits, hallways, balconies, stairways, outside walkways between street property lines and stairways, and patio areas that are contiguous to such walkways or are a part of such walkways of all multiple dwelling buildings on the East Island of the Town of Bay Harbor Islands shall be provided by the owner and manager of such buildings with electric lights so situated and arranged as to produce an approximately uniform light of proper intensity for safe seeing. Such lights shall be caused by the owner and manager of such building to burn continuously during such times as the building is in use or occupied and natural light sufficient for safe seeing is unavailable.....

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



Found the hand railing located inside 10270 is not secured to the wall.

23-12 Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public. Without limiting the foregoing, the following shall constitute a nuisance: deteriorated railings



View of 10280 building- No violations observed.

Town of Bay Harbor Islands Code Compliance Department

TDR Inspection



Landscape debris and garbage container located behind building 10280.

24-14 (c) Every owner of a building containing two or more units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the building and premises thereof.



Found no exterior lighting is provided at building 10280.

10-1 All entrances, exits, hallways, balconies, stairways, outside walkways between street property lines and stairways, and patio areas that are contiguous to such walkways or are a part of such walkways of all multiple dwelling buildings on the East Island of the Town of Bay Harbor Islands shall be provided by the owner and manager of such buildings with electric lights so situated and arranged as to produce an approximately uniform light of proper intensity for safe seeing. Such lights shall be caused by the owner and manager of such building to burn continuously during such times as the building is in use or occupied and natural light sufficient for safe seeing is unavailable.....

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



View of building 10290- No violation observed.



BAY HARBOR
HOLDINGS, LLC.
150 SE 2ND AVENUE, SUITE 800
MIAMI, FL 33133

PALMS OF BAY HARBOR - EAST

10201 - 10231 EAST BAY HARBOR DRIVE
BAY HARBOR ISLAND, FLORIDA 33154

DRC SUBMITTAL
DECEMBER 23RD, 2013
REV. 1 JANUARY 31ST, 2014



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

UNIT BREAKDOWN					
Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq.ft)	Sub-Total Area
	A	4	1	2,018	2,018
	B	2	1	1,560	1,560
	C	3	1	1,822	1,822
	D	3	1	1,679	1,679
	1/Den		1	1,135	1,135
Second Level	H	2	1	1,754	1,754
Total Level 2			6		9,968

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq.ft)	Sub-Total Area
	A	4	1	2,018	2,018
	B	2	1	1,560	1,560
	C	3	1	1,822	1,822
	D	3	1	1,679	1,679
	F	1	1	1,135	1,135
Third Level	G	4	1	2,289	2,289
Total Level 3			6		10,503

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq.ft)	Sub-Total Area
	A	4	1	2,018	8,072
	B	2	1	1,560	6,240
	C	3	1	1,822	7,288
	D	3	1	1,679	6,716
	E	3	1	1,790	7,160
	F	1	1	1,135	4,540
Fourth to Seventh Level	G	4	1	2,289	9,156
Total Level 4-7			7	12,293	
Total x4 Levels			28		49,172

Total Number of Units	40
Total Unit Area	69,643

INDEX OF DRAWINGS

Sheet	Description	Sheet	Description
ARCHITECTURE		LANDSCAPE	
Cover Sheet			
A-0.01	Project Data & Index of Drawings	LT-1	Tree Disposition Plan
1	Survey	LP-1	Ground Level Planting Plan
A-0.02	North Aerial View	LP-2	Lower Roof - Pool Deck Planting Plan
A-0.03	West Aerial View	LP-3	Planting Detail
A-0.04	Subject Elevation in Context	LP-4	Elevations
A-0.05	Land Use Designation Plan	LP-5	Elevations
A-0.06	Building Articulation Scheme		
A-0.07	Aerial View of Project in Context		
A-0.08	Aerial View of Project in Context	CIVIL	
A-1.00	Site Context Plan		
A-1.00-A	Site Plan	C-1	Paving, Grading and Drainage
A-1.01	Lower Level Floor Plan		Ground Level Plan
A-1.02	Site / 1st Level Floor Plan	C-2	Paving, Grading and Drainage
A-1.03	2nd Level Floor Plan		Garage Level Plan
A-1.04	3rd Level Floor Plan	C-3	Water and Sewer Plan
A-1.05	4th Level Floor Plan		
A-1.06	5th Level Floor Plan		
A-1.07	6th Level Floor Plan		
A-1.08	7th Level Floor Plan		
A-1.09	Lower Roof / Pool Deck Plan		
A-2.00	East Elevation		
A-2.01	West Elevation		
A-2.02	South Elevation		
A-2.03	North Elevation		
A-2.04	Perspective Rendering - East View		
A-2.05	Perspective Rendering - West View		
A-2.06	Perspective Rendering - Southwest View		
A-3.00	Building Section		

ZONING SUMMARY

10201 EAST BAY HARBOR DRIVE

LOT AREA 33,750 S.F +/- 0.7748 ACRES / 0.775 ACRES WHEN 11 FOOT AREA IS VACATED

LEGAL DESCRIPTION

Lot 8, Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida. AND Lots 6 and 7, (LESS West 11 feet of Lots 6 and 7), in Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

FLOOD ELEVATION

THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 10.0' NGVD
CROWN OF THE ROAD 4.8 NGVD

RM1 - MULTI FAMILY RESIDENTIAL

ZONING CLASSIFICATION

DISTRICT (WATERFRONT LOTS)

FLR

ALLOWABLE

PROPOSED

(DETERMINED BY THE SETBACKS)

N/A

MAXIMUM DENSITY

34 UNITS PER NET ACRE

34

.77

26

40 (14 TDRs REQUIRED) WILL RESULT ON 51.62 DUA

SETBACKS

REQUIRED

PROPOSED

PRINCIPAL FRONTAGE (E. BAY HARBOR DR.)

Buildings less than 30 feet in height. 20 feet

Buildings less than 45 feet in height. 25 feet

Buildings less than 75 feet in height. 30 feet

20'-0" Bellow 30 feet. 30'-0" Above 30 feet

SIDE SETBACK

maximum setback shall be 25 feet

Buildings less than 30 feet in height. 10 feet

MAX. 25'-0" Above 30 feet

10 feet bellow 30 feet; 25 feet above 30 feet

REAR SETBACK (WATERFRONT)

20'-0"

20'-0"

FLEX SETBACK (SIDES)

BUILDING

ALLOWABLE (Feet)

PROPOSED (Feet)

LENGTH

MAXIMUM ALLOWED 1/3 OF LENGTH OF

BUILDING

110'-0"

36'-8"

36'-8"

FRONT FLEX @ E. BAY HARBOR DRIVE

193'-2"

64'-4"

62'-9"

MAXIMUM HEIGHT

MAXIMUM BUILDING HEIGHT

ALLOWABLE

75 feet above BFE

PROPOSED

74'-2" above BFE

OPEN SPACE REQUIREMENT

20% OF LOT AREA MINIMUM

33,750

X

20

REQUIRED

6,750 SF

PROPOSED

7,071 SF = 21%

ROOF DECK LANDSCAPE REQUIREMENTS

15% OF ROOF AREA MINIMUM

12,924

X

15

REQUIRED

1,939 SF

PROPOSED

3,044 SF = 23.5 %

LOT COVERAGE

(PERIMETER DETERMINED BY THE

SETBACKS)

ALLOWABLE

DETERMINED BY SETBACKS

PROPOSED

22,140 SF

BUILDING LENGTH

THE MAXIMUM OVERALL LENGTH OF ANY SINGLE BUILDING IN A LINEAR SHAPE WITH

NO BREAKS OR ANGLES GREATER THAN 15

DEGREES SHALL NOT EXCEED 205 FEET.

≤ 205 feet without breaks

205 feet in length

BREEZEWAY

A BUILDING MAY EXCEED 120' FEET IN LENGTH IF BREEZEWAYS

DIVIDE SUCH BUILDING. SUCH

BREEZEWAYS SHALL HAVE A MINIMUM

UNOBSTRUCTED WIDTH, COMPLETELY

THROUGH THE BUILDING, OF 20' FEET.

216'-2" w/ith a 25'-6" foot breezew ay

PARKING SPACE REQUIREMENTS

RESIDENTIAL - 2 PER DWELLING UNIT

MINIMUM & DROP-OFF AREA

REQUIRED

80

PROPOSED

ON-SITE 81

TOTAL PARKING SPACES (INCLUDING 2 H.C.

SPACES) & DROP-OFF AREA

81



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:

PALMS OF BAY
HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

BAY HARBOR
HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

PROJECT DATA /
INDEX OF DRAWINGS

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014
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DATE: 12-23-13

JOB NO. 2013-80

DRAWN BY MC

APPR BY AMC

FILE 2013-80

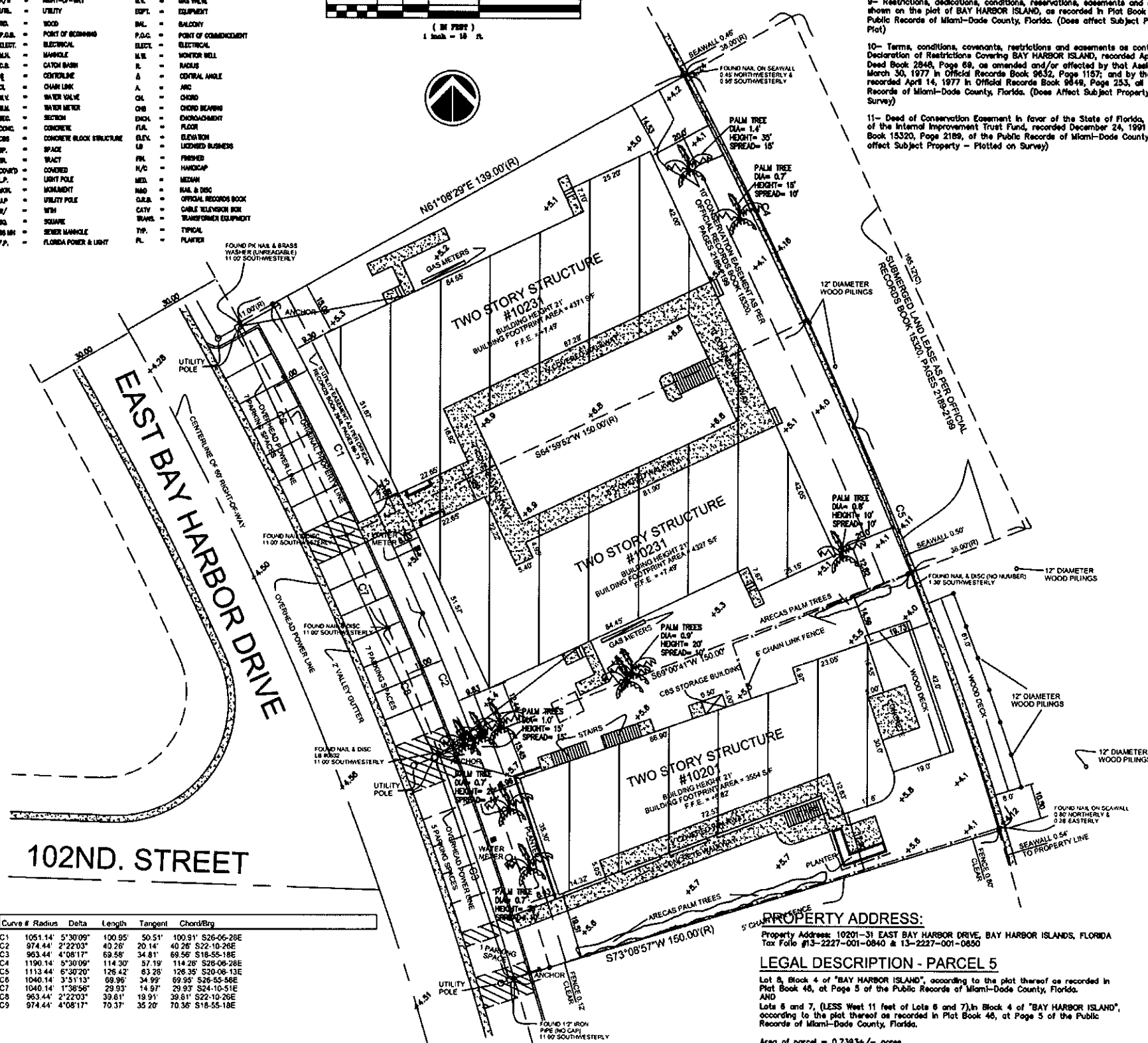
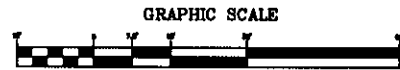
SHEET NUMBER:

A-0.01

ALTA/ACSM LAND TITLE SURVEY

ABBREVIATIONS:

Q/A	OVERHEAD ELECTRIC	F.E.C.	FLORIDA EAST COAST
P.B.	PLAT BOOK	R.A.	RAILROAD
P.L.	PAGE	T.E.	TELEPHONE
R/W	RIGHT-OF-WAY	L.S.	LIFT STATION
U.V.	UTILITY	G.V.	GAS VALVE
W.	WOOD	E.P.T.	EQUIPMENT
P.A.B.	POINT OF BEGINNING	P.O.C.	POINT OF COMMENCEMENT
E.L.E.	ELECTRICAL	E.L.E.	ELECTRICAL
M.A.	MANHOLE	M.W.	MONITOR WELL
C.B.	CATCH BASIN	R.	RADIUS
C.	CORNER	A.	CENTRAL ANGLE
G.	GUY WIRE	A.	ARC
S.V.	SWAY VALVE	C.R.	CHORD
S.M.	WATER METER	C.R.	CHORD BEARING
S.E.	SECTION	E.C.	ENCROACHMENT
C.C.	CONCRETE	F.L.	FLOOR
C.B.S.	CONCRETE BLOCK STRUCTURE	E.L.	ELEVATION
S.P.	SPACE	L.B.	LOCKED BUSINESS
T.R.	TRACT	P.R.	PREPARED
C.O.V.D.	COVERED	H.C.	HANDICAP
L.P.	LIGHT POLE	M.E.	MEDIAN
M.O.R.	MONUMENT	N.M.	NAIL & DISC
U.P.	UTILITY POLE	O.R.B.	OFFICIAL RECORDS BOOK
W.	WIRE	C.T.V.	CABLE TELEVISION WIRE
S.G.	SQUARE	T.W.	TRANSFORMER EQUIPMENT
S.B.M.	SEWER MANHOLE	T.P.	TYPICAL
F.P.	FLORIDA POWER & LIGHT	P.L.	PLANTER



Curve #	Radius	Delta	Length	Tangent	Chord/Brg
C1	1051.14'	5°30'09"	100.95'	50.51'	100.91' S26-06-28E
C2	974.44'	2°22'03"	40.26'	20.14'	40.26' S22-10-26E
C3	963.44'	4°08'17"	69.58'	34.81'	69.58' S18-55-18E
C4	1190.14'	5°30'09"	114.30'	57.19'	114.28' S26-06-28E
C5	1113.44'	6°30'20"	126.42'	63.28'	126.35' S26-06-13E
C6	1040.14'	3°51'13"	69.96'	34.99'	69.95' S26-05-58E
C7	1040.14'	1°36'56"	29.93'	14.97'	29.93' S24-10-51E
C8	963.44'	2°22'03"	39.61'	19.81'	39.61' S22-10-26E
C9	974.44'	4°08'17"	70.37'	35.20'	70.36' S18-55-18E

TITLE REVIEW NOTES:

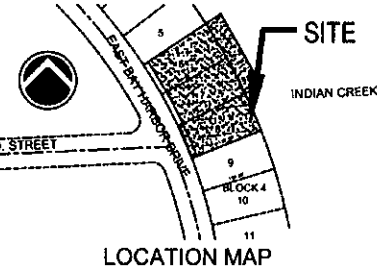
SCHEDULE B - SECTION 8

TITLE COMMITMENT PROVIDED BY:
FIRST AMERICAN TITLE INSURANCE COMPANY
Commitment No.: 1082-2858469, effective date: November 1, 2012 @ 11:59 PM
Items 1 through 8: "General & Special Exceptions". No other exceptions noted for Subject Parcel.

9- Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BAY HARBOR ISLAND, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida. (Does affect Subject Property - Record Plat)

10- Terms, conditions, covenants, restrictions and easements as contained in that Declaration of Restrictions Covering BAY HARBOR ISLAND, recorded April 19, 1947 in Deed Book 2848, Page 68, as amended and/or affected by that Assignment recorded March 30, 1977 in Official Records Book 9632, Page 1167; and by that Notice to Extend recorded April 14, 1977 in Official Records Book 9648, Page 253, all of the Public Records of Miami-Dade County, Florida. (Does affect Subject Property - Plotted on Survey)

11- Deed of Conservation Easement in favor of the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, recorded December 24, 1991 in Official Records Book 13320, Page 2189, of the Public Records of Miami-Dade County, Florida. (Does affect Subject Property - Plotted on Survey)



SURVEYOR'S NOTES:

1) The Legal Description to the Property was obtained from FIRST AMERICAN TITLE INSURANCE COMPANY, Commitment for Title Insurance.

2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances.

3) An examination of Commitment issued by FIRST AMERICAN TITLE INSURANCE COMPANY Commitment File No. 1082-2858469, effective date: November 1, 2012 @ 11:59 PM, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.

4) Accuracy: The expected use of the land, as classified in the Minimum Technical Standards (S-17FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.

5) All measurements shown hereon are made in accordance with the United States Standard Feet.

6) Foundations and/or footings that may cross beyond the boundary line of the parcel herein described are not shown hereon.

7) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.

ZONING INFORMATION:

Zoning Classification: RM-2 (Multi-Family District)

BUILDING SETBACKS:

- Front yard setback: All lots in the RM-2 Multiple Family areas shall have a minimum front yard setback as follows: (a) Buildings less than 30 feet in height. Twenty feet.

(b) Buildings less than 45 feet in height. Twenty-five feet.

(c) Buildings less than 65 feet in height. Thirty feet.

- Rear yard setback: All lots in the RM-2 Multiple Family areas shall have a minimum rear yard setback as follows: (a) Buildings less than 30 feet in height. Ten feet.

(Additional setback.) For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, for developments located on single lots, the maximum setback shall be 20 feet.

- Side yard setbacks: All lots in the RM-2 Multiple Family areas shall have minimum side yard setbacks as follows: (a) Buildings less than 30 feet in height. Ten feet.

(Additional setback.) For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, for developments located on single lots, the maximum setback shall be 20 feet.

Source: Town of Bay Harbor Islands Department of Planning & Zoning

9) Underground utilities are not depicted hereon; contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.

10) The surveyor does not determine fence and/or wall ownership.

11) Generate subject to: OPINION OF TITLE

12) Type of Survey: ALTA/ACSM LAND TITLE SURVEY.

13) The North arrow and Bearings shown hereon are based on an assumed bearing of N81°08'29"E along the North line of Lot 6, Block 4 of "BAY HARBOR ISLAND", according to the plat thereof as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida, and all other bearings are relative thereto.

14) Flood Zone Data: Community/ Panel #120637/0144/L Dated: 09/11/2009

Flood Zone: "AE" Base Flood Elevation = + 10.0'

(1929 Mean Sea Level)

15) Elevation shown hereon are relative to National Geodetic Vertical Datum

(1929 Mean Sea Level)

16) Benchmark Used: Miami-Dade County Benchmark.

17) Total Available Parking: 20 standard spaces.

18) Legal Description shown hereon as per above noted title commitment.

19) Subject property has access to a public right-of-way: East Bay Harbor Drive.

20) All visible above ground utilities noted on survey sketch.

21) This PLAN OF SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed parties.

SURVEYOR'S CERTIFICATE:

THIS SURVEY CERTIFIED TO:

- Bay Harbor Holdings, LLC
- Sabadell United Bank, N.A. Its successors and/or assigns as their interest may appear
- First American Title Insurance Company
- Brood and Cassel

I hereby certify that on June 5, 2013, an accurate survey of the premises shown on this sketch of survey was made under my supervision, that this survey meets the minimum technical standards for land boundary surveys set forth in the "2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS, that all buildings and other structures on the premises and their relation to the property lines are correctly shown, and that there are no encroachments, overlaps, boundary line disputes, recorded easements (or unrecorded claims of easements visible on the ground) other than those shown hereon.

Copies of this survey are invalid unless embossed with the seal of the signing professional surveyor and mapper. Said embossed copies are for the specific use of those entities that the survey has been certified to.

ROYAL POINT LAND SURVEYORS, INC.

LB No. 6432

BY: PABLO J. ALFONSO, Professional Surveyor & Mapper No. 5880
State of Florida
Date of Survey: 12/18/2012
Date of Last Revision: 06/05/2013 (ELEVATIONS)

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6082 / Fax: 305-827-9869

ROYAL POINT
LAND SURVEYORS, INC.

6175 NW 153rd Street, Suite 321, Miami Lakes, FL 33014

LB# 7282

TYPE OF PROJECT:

ALTA / ACSM LAND TITLE SURVEY

PREPARED FOR:

BAY HARBOR HOLDINGS, LLC

10201-31 EAST BAY HARBOR DRIVE

BAY HARBOR ISLANDS, FLORIDA

DRAWN: J.G.

CHECKED: P.J.A.

SCALE: 1" = 15'

FIELD DATE: 06/05/2013

JOB No. RP 13-380-5

SHEET:

1

OF 1 SHEET



CORWILARCHITECTS
4210 LAGUNA ST., CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

NORTH AERIAL VIEW

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

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DATE: 12-23-13

JOB NO: 2013-80

DRAWN BY: MC

APPR BY: AMC

FILE: 2013-80

SHEET NUMBER:

A-0.02



NORTH AERIAL VIEW
N.T.S.





WEST AERIAL VIEW
N.T.S.



CORWILARCHITECTS
4210 LAGUNA ST, CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
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BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
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WEST AERIAL VIEW

PHASE
DRC SUBMITTAL

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JOB NO. 2013-80
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FILE 2013-80

SHEET NUMBER:
A-0.03



NORTH PROPERTY NEIGHBOR

SUBJECT ELEVATION IN CONTEXT
(EAST BAY HARBOR DRIVE)

SOUTH PROPERTY NEIGHBOR

SUBJECT ELEVATION IN CONTEXT
N.T.S.

SUBJECT ELEVATION IN CONTEXT

PHASE

DRC SUBMITTAL

REVISIONS

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JOB NO. 2013-80

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APPR BY AMC

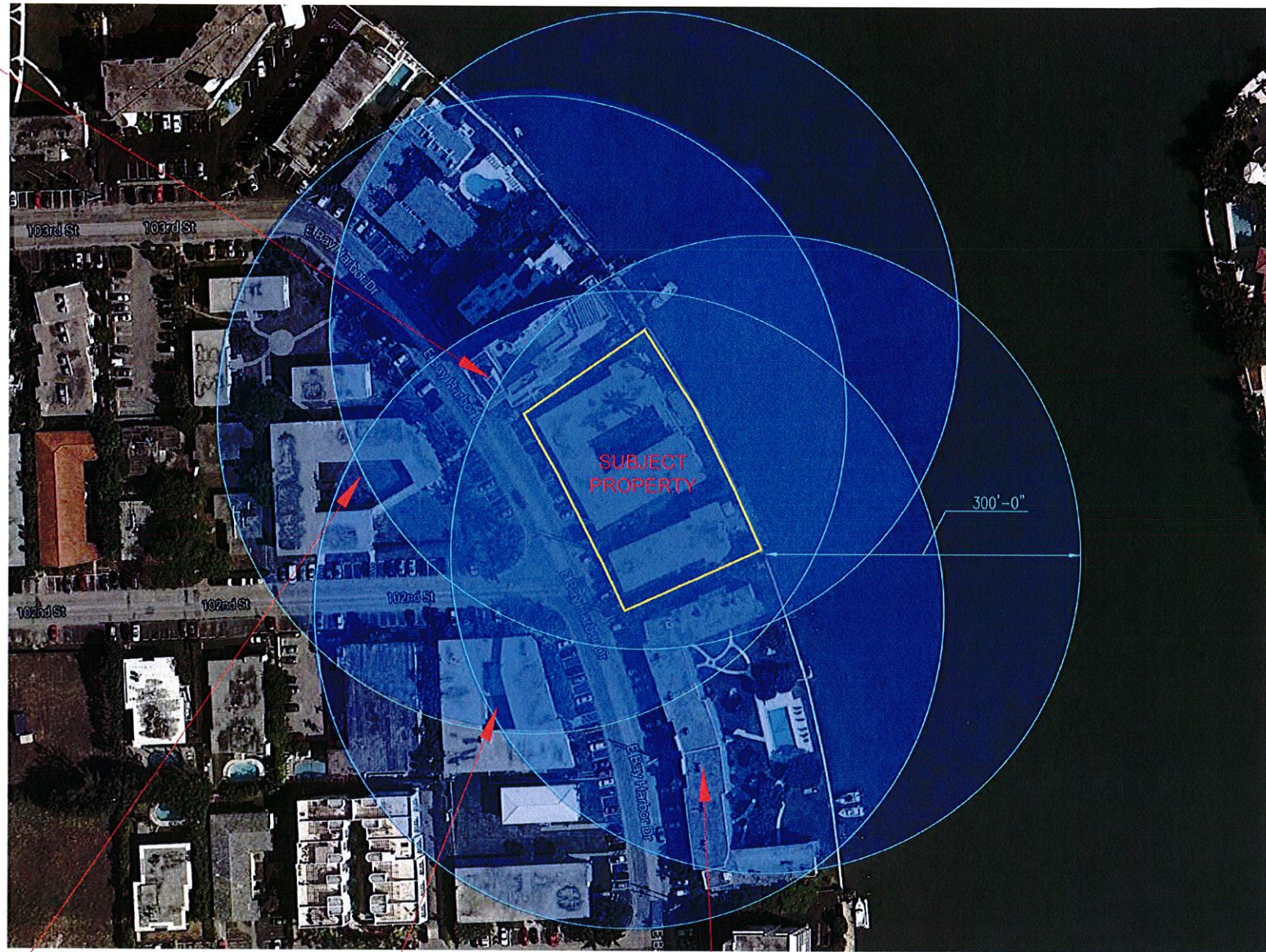
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SHEET NUMBER:

A-0.04

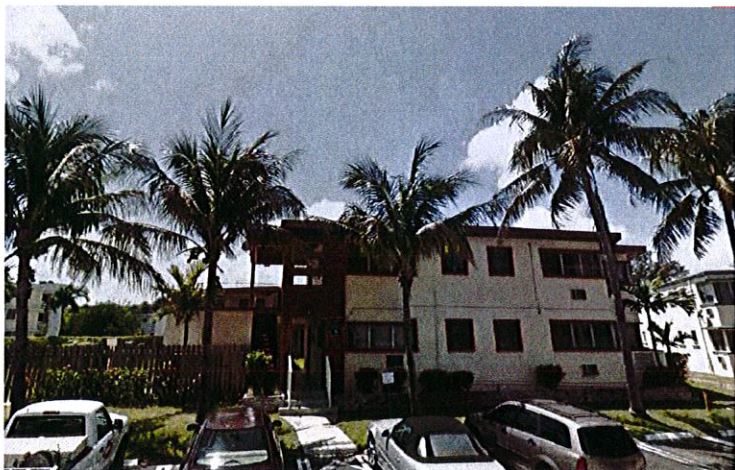


MULTI-FAMILY, RM-1
FLUM: MEDIUM-HIGH DEINSITY
12 STORY

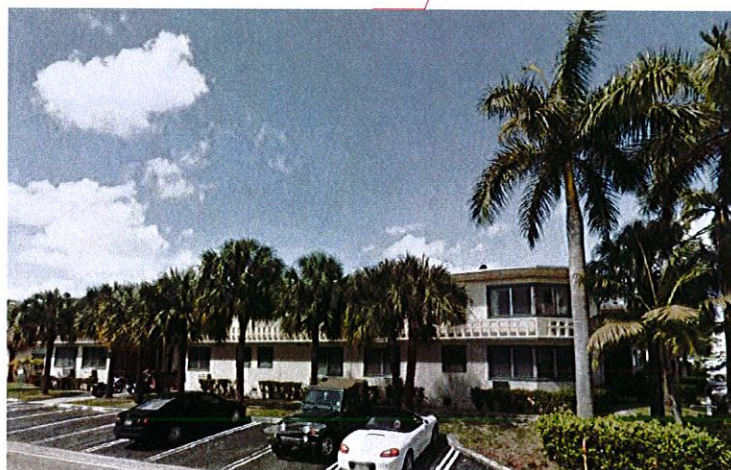


LAND USE DESIGNATION PLAN

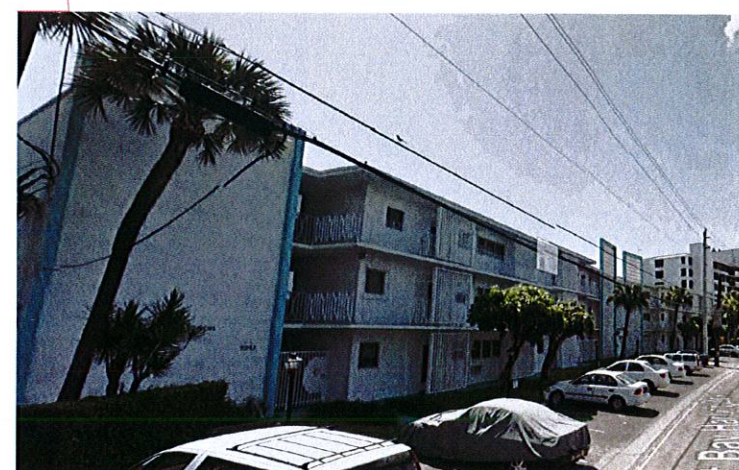
N.T.S.



MULTI-FAMILY, RM-2
FLUM: MEDIUM-HIGH DEINSITY
2 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM-HIGH DEINSITY
2 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM-HIGH DEINSITY
3 STORY



CORWILARCHITECTS
4210 LAGUNA ST., CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

LAND USE DESIGNATION PLAN

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

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[Signature]
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FILE 2013-80

SHEET NUMBER:

A-0.05

BUILDING ARTICULATION SCHEME

PHASE
DRC SUBMITTAL

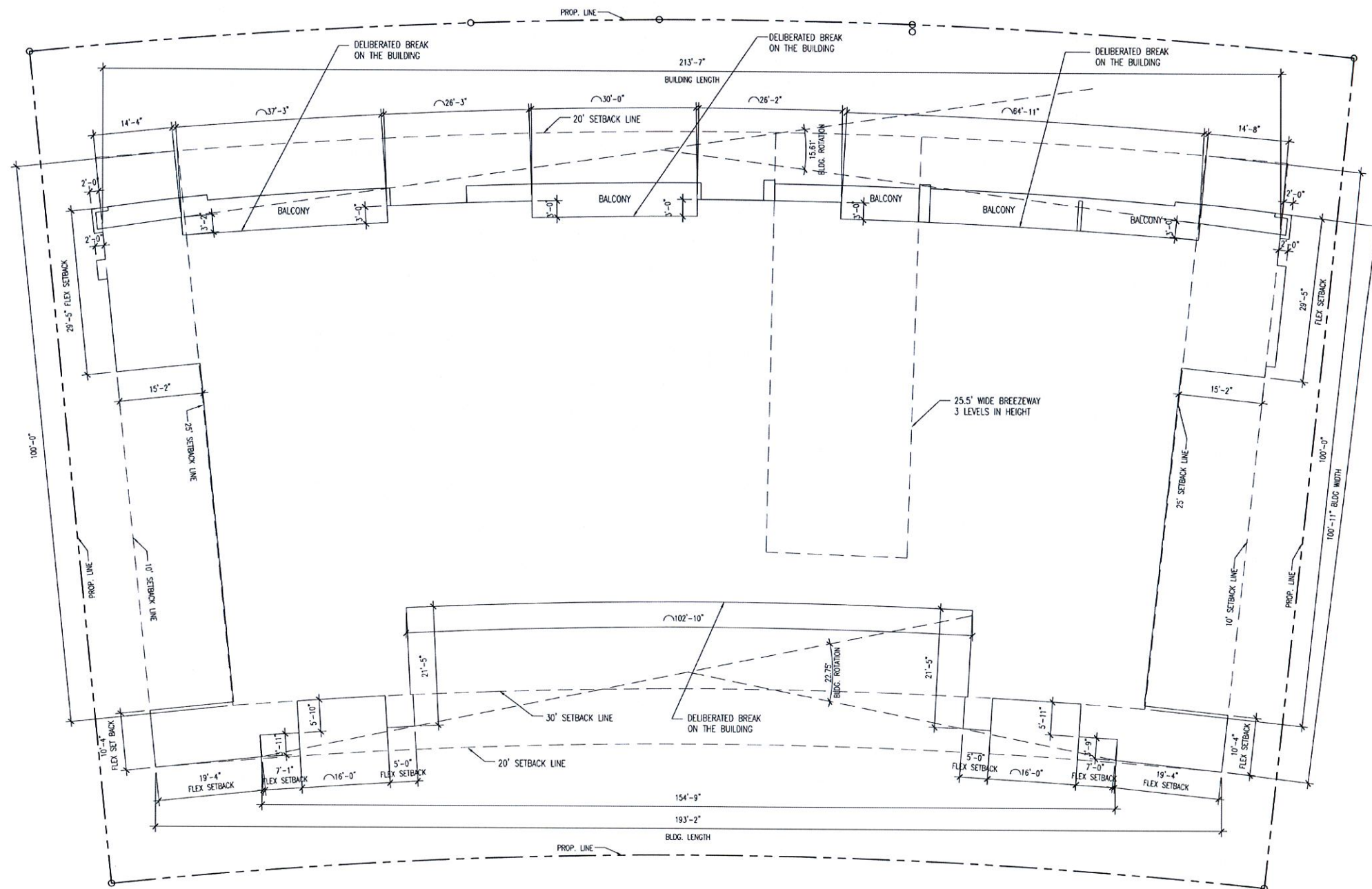
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FILE 2013-80
SHEET NUMBER:



BLDG ARTICULATION SCHEME

SCALE: 3/32" = 1'-0"

CODE REQUIREMENTS

Building Length:

- The maximum length of a single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet -





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
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10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
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150 SE 2ND AVENUE
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MIAMI, FL 33131

AERIAL VIEW
PROJECT IN CONTEXT

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

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DATE: 12-23-13

JOB NO: 2013-80

DRAWN BY: MC

APPR BY: AMC

FILE: 2013-80

SHEET NUMBER:

A-0.07

AERIAL VIEW
N.T.S.





CORWILARCHITECTS
4219 LAGUNA ST., CORAL GABLES FL. 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

**AERIAL VIEW
PROJECT IN CONTEXT**

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

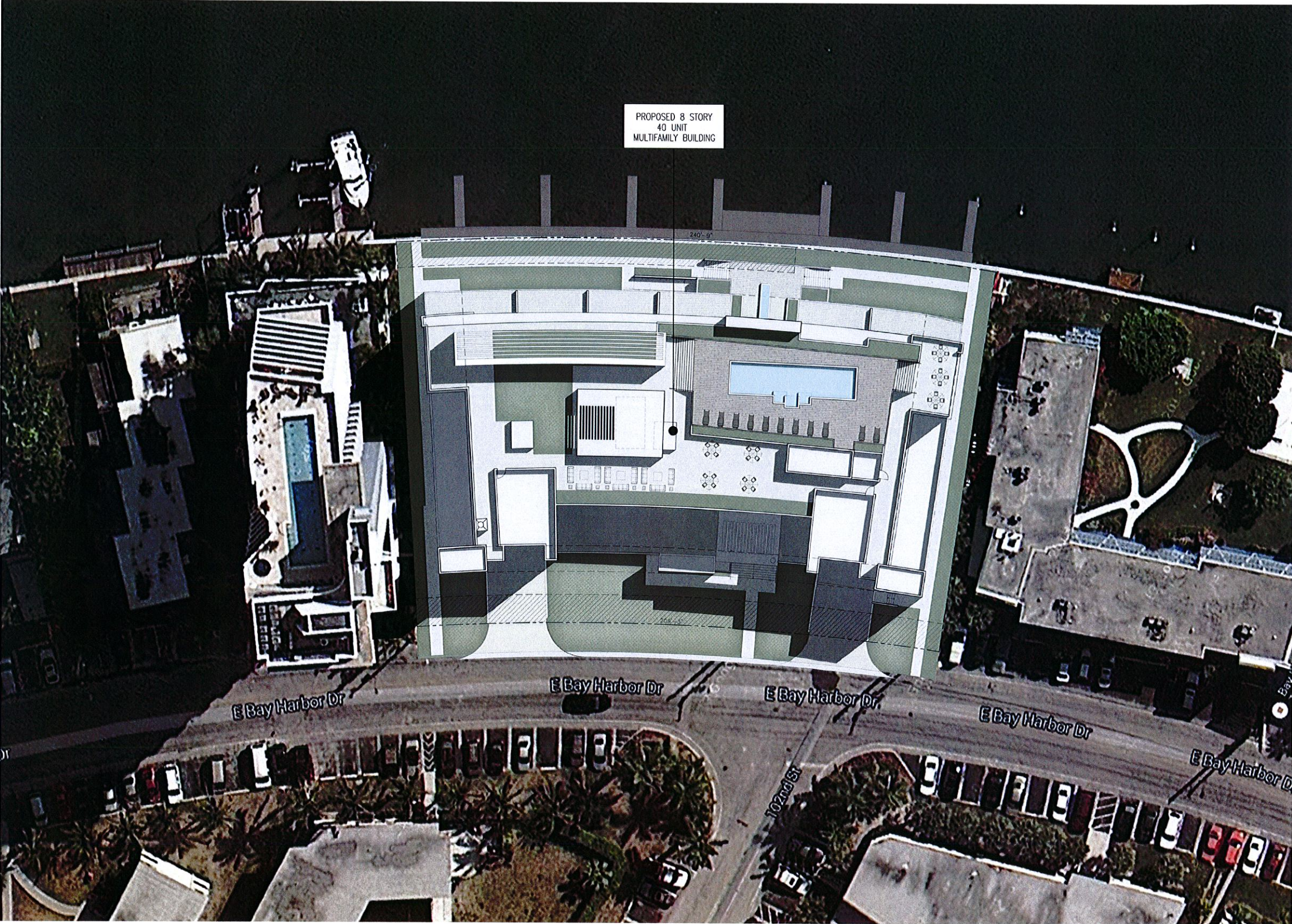
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FILE 2013-80

SHEET NUMBER:
A-0.08



AERIAL VIEW
N.T.S.



PROPOSED 8 STORY
40 UNIT
MULTIFAMILY BUILDING

E Bay Harbor Dr

E Bay Harbor Dr

E Bay Harbor Dr

E Bay Harbor Dr

E Bay Harbor Dr

SITE - CONTEXT PLAN
SCALE: N.T.S.



CORWILARCHITECTS
4210 LAGUNA ST., CORAL GABLES FL 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:
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SITE CONTEXT PLAN

PHASE

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REVISIONS
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DATE: 12-23-13
JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-1.00



PROJECT:

**PALMS OF BAY
HARBOR - EAST**
0201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE PLAN

PHASE

DRC SUBMITTAL

REVISIONS

1.01-31-14	DRC COMMENTS
------------	--------------

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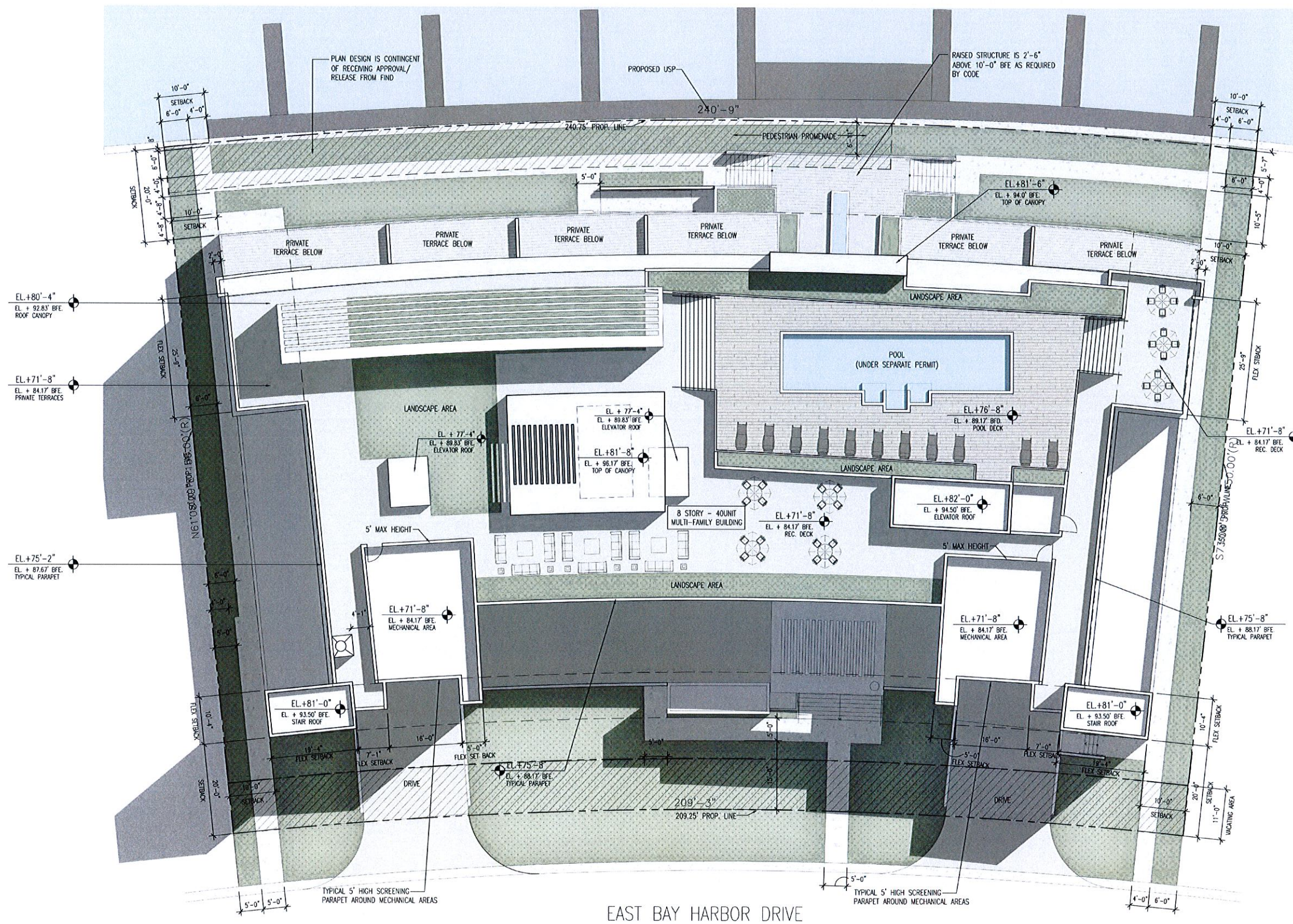
DRAWN BY MC

APPR BY _____ AMC _____

FILE 2013-80

SHEET NUMBER:

A-1.00-A



SITE PLAN

SCALE: $3/32" = 1'-0"$





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
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LOWER LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS
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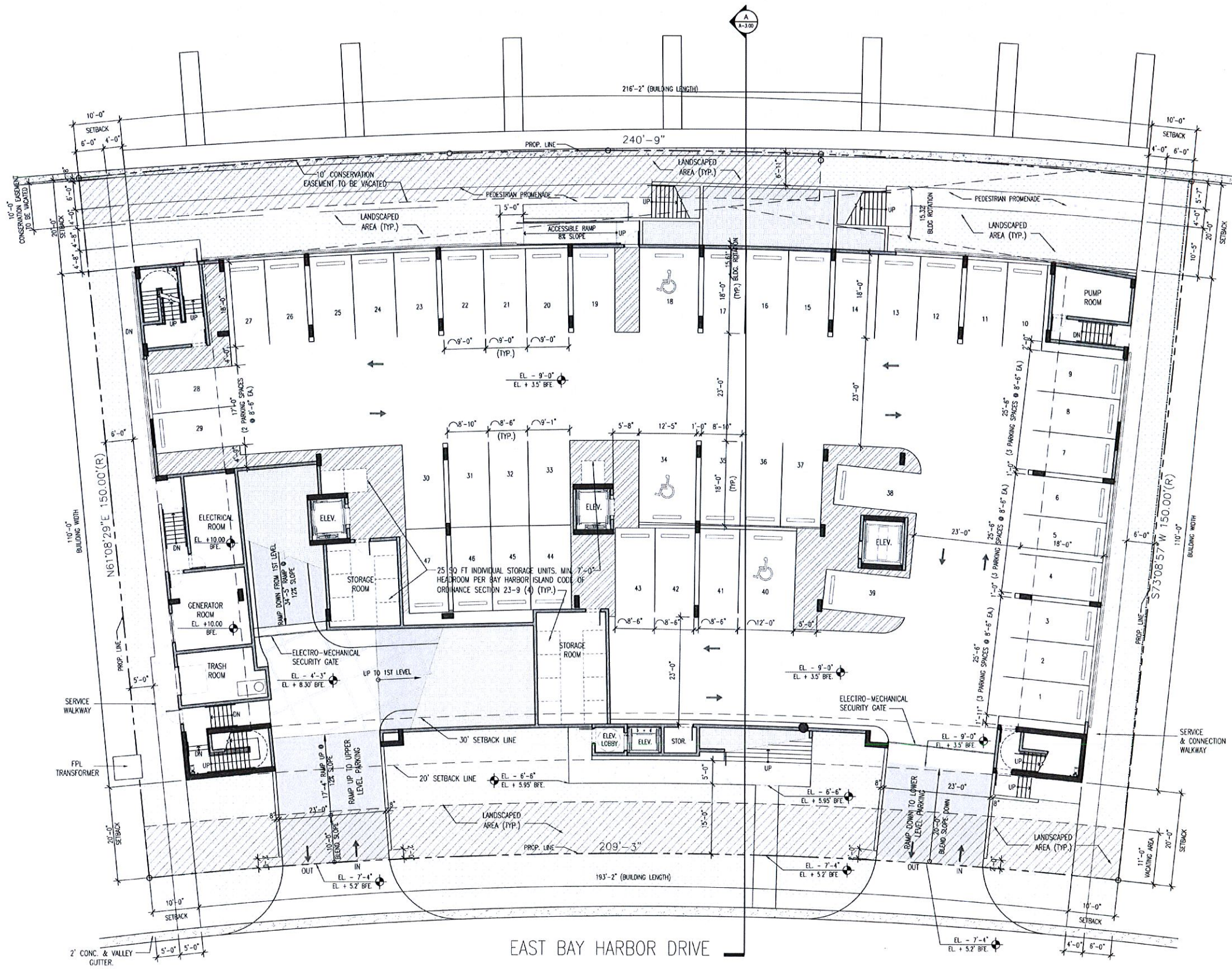
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FILE 2013-80
SHEET NUMBER:

PARKING COUNT	
FLOOR	QUANTITY
LOWER LEVEL	STANDARD PARKING 44 HC ACCESSIBLE PARKING 3
TOTAL	47



LANDSCAPE AREA CALCULATION		
LANDSCAPE AREA REQUIREMENTS: 20% OF LOT AREA	REQUIRED 6,750 SQ FT	PROPOSED 7,071 SQ FT = 21%

LOWER LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



**PALMS OF BAY
HARBOR - EAST**
0201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR
HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE / 1ST LEVEL FLOOR PLAN

DRC SUBMITTAL

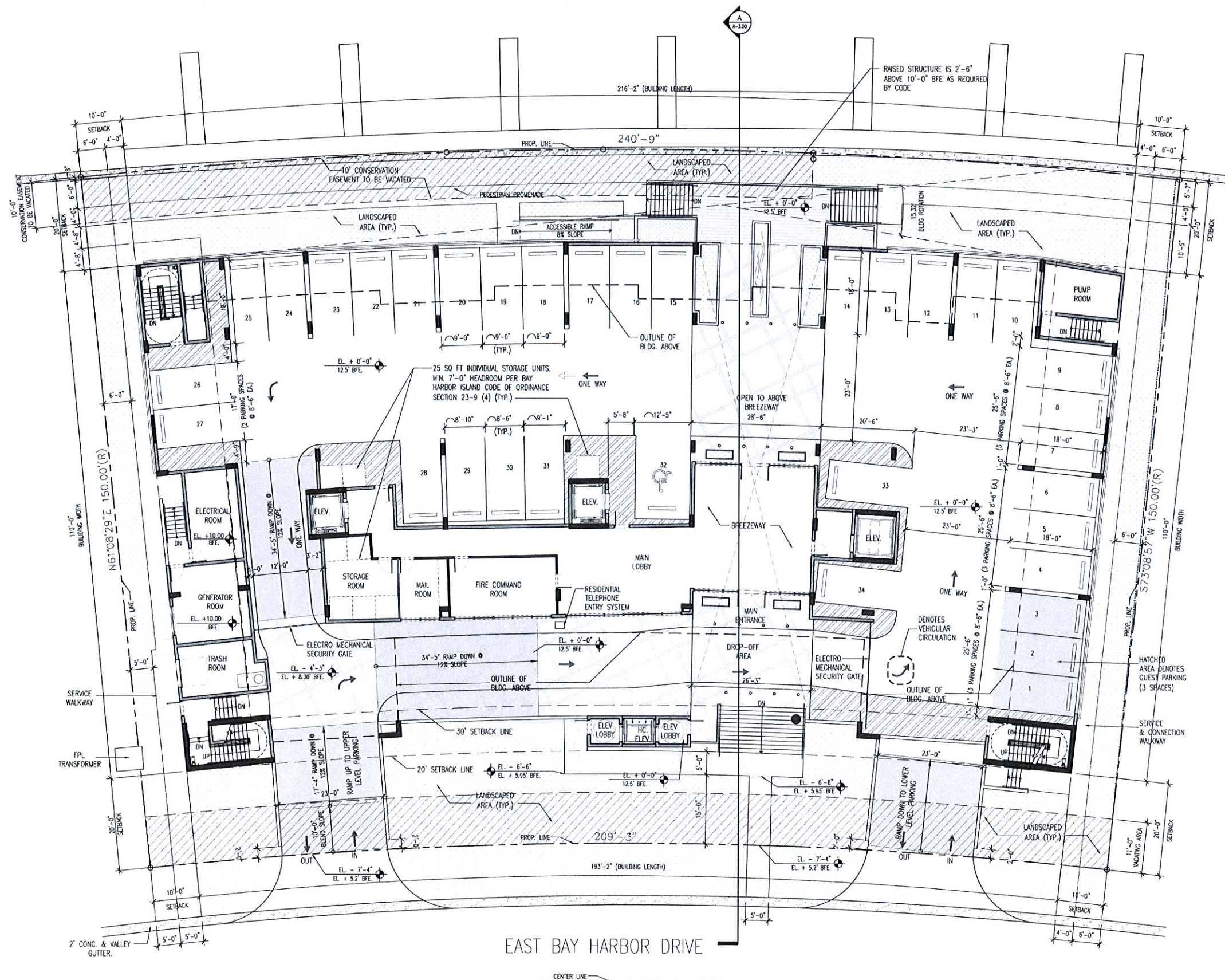
I. 01-31-14	DRC COMMENTS
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FILE 2013-80

A-1.02



SITE / 1ST LEVEL FLOOR PLAN

SCALE: $3/32" = 1'-0"$

LANDSCAPE AREA CALCULATION		
LANDSCAPE AREA REQUIREMENTS:		
20% OF LOT AREA	33,750 x 0.20 = 6,750 SQ FT	7,071 SQ FT = 21%

PARKING COUNT	
FLOOR	QUANTITY
1st LEVEL	STANDARD PARKING 33 HC ACCESSIBLE PARKING 1
TOTAL	34



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

2ND LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

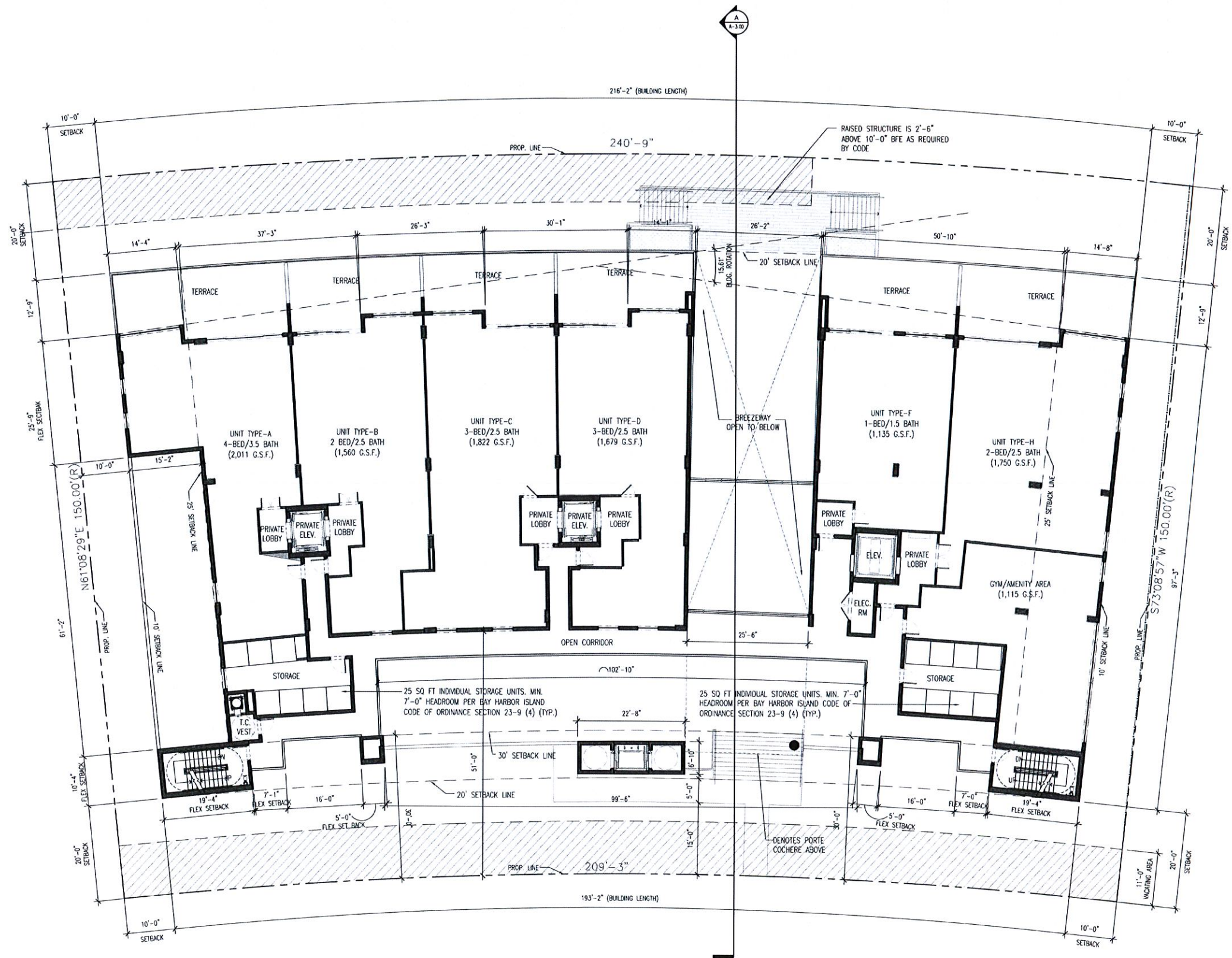
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A-1.03



2ND LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

3RD LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

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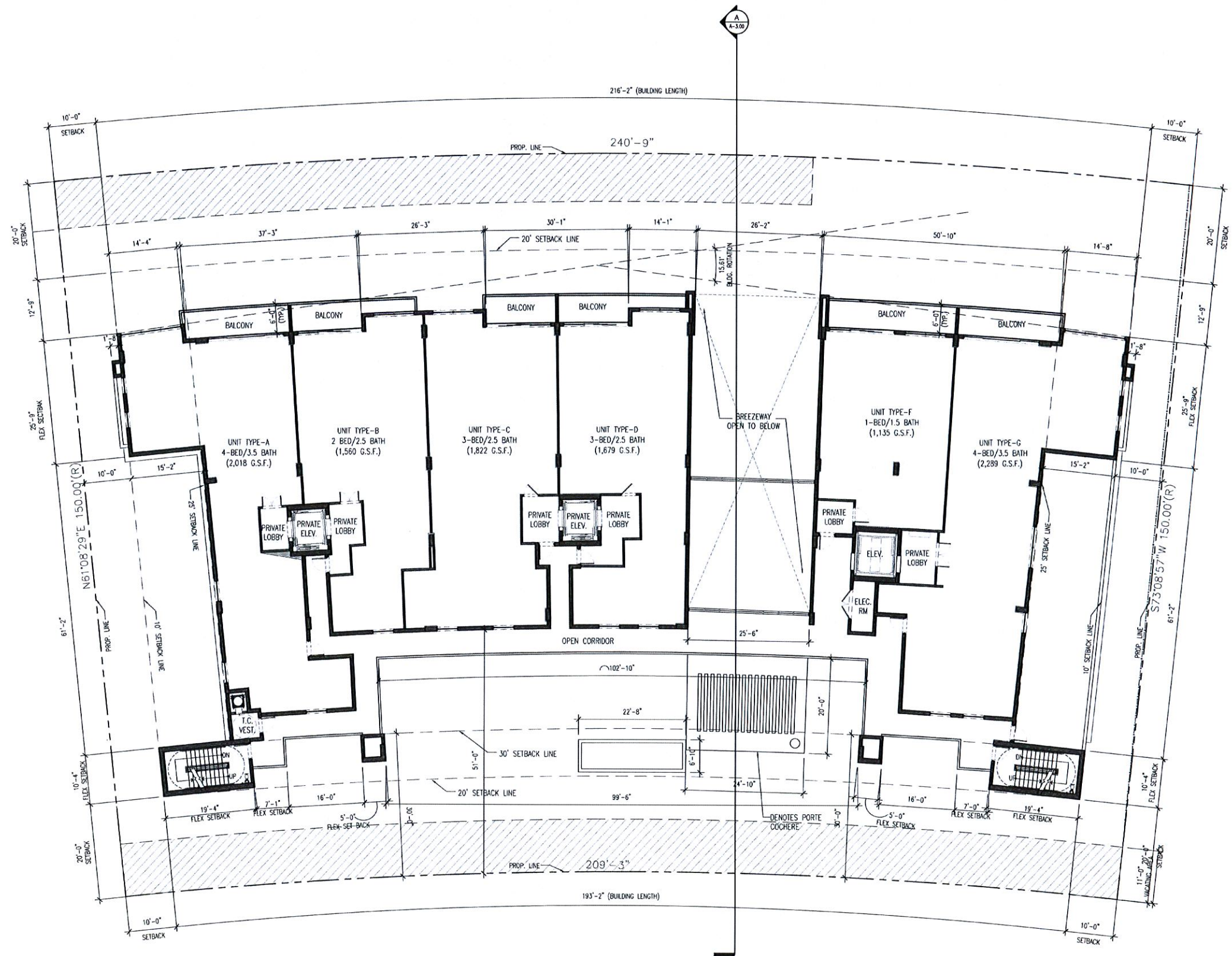
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FILE: 2013-80

SHEET NUMBER:

A-1.04



3RD LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



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4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
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150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

4TH LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS

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1.	01-31-14	DRC COMMENTS

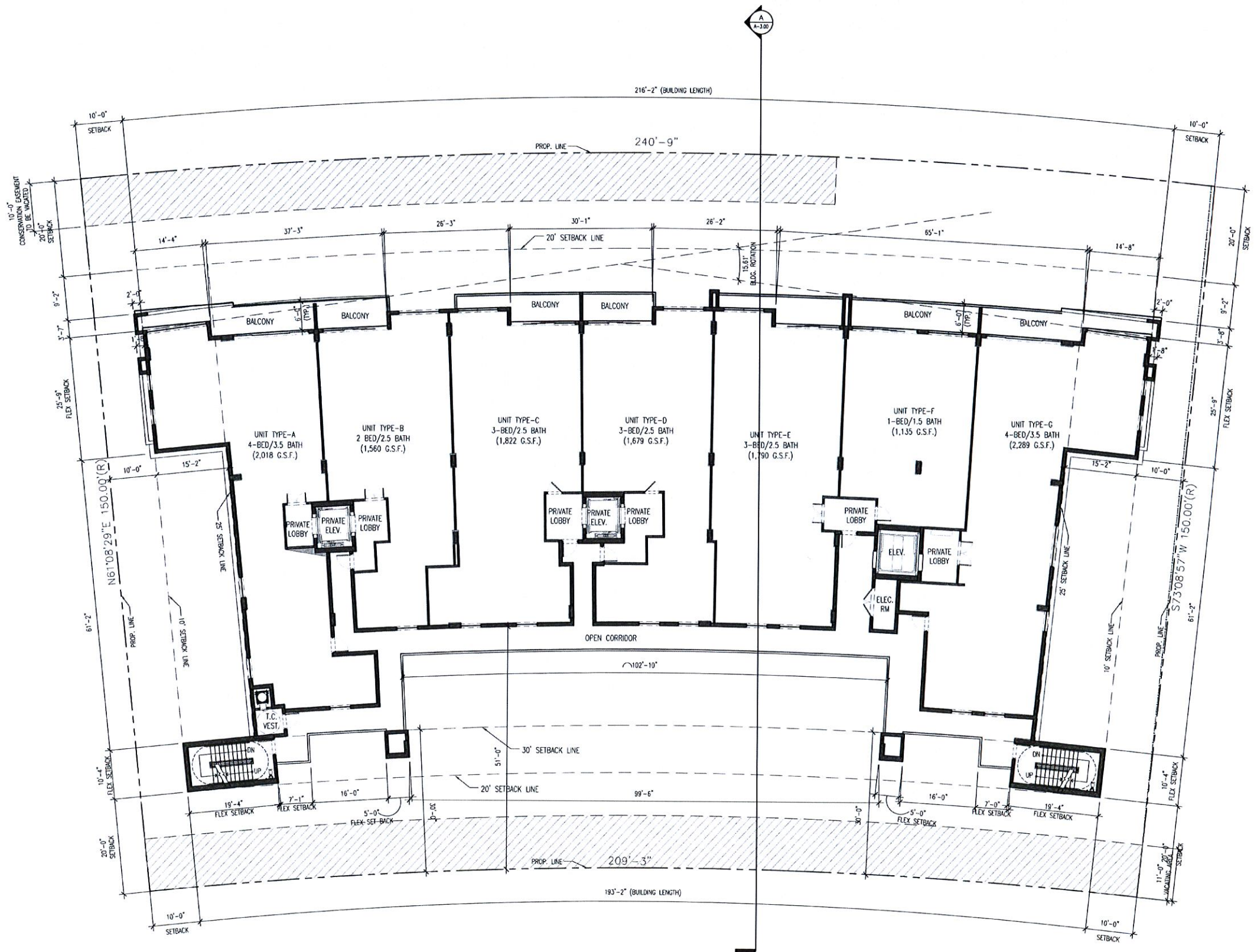
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FILE: 2013-80

SHEET NUMBER:
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4TH LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 1.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

5TH LEVEL FLOOR PLAN

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

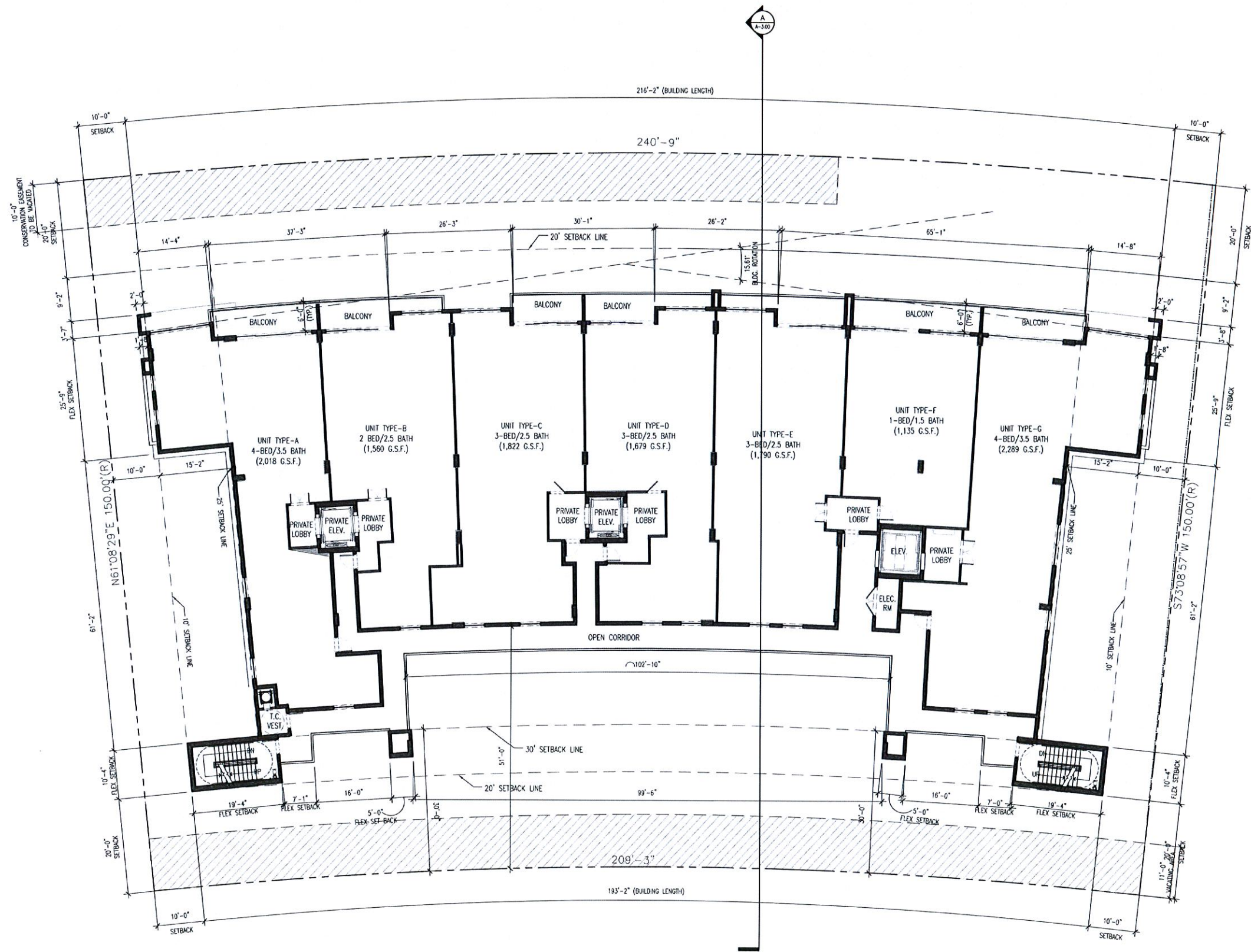
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A-1.06



5TH LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



CORWILARCHITECTS
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LIC. NO. AA-C002151 T.305.448.7383

PROJECT:

**PALMS OF BAY
HARBOR - EAST**
10201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

6TH LEVEL FLOOR PLAN

PHASE

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JOB NO.: 2013-80

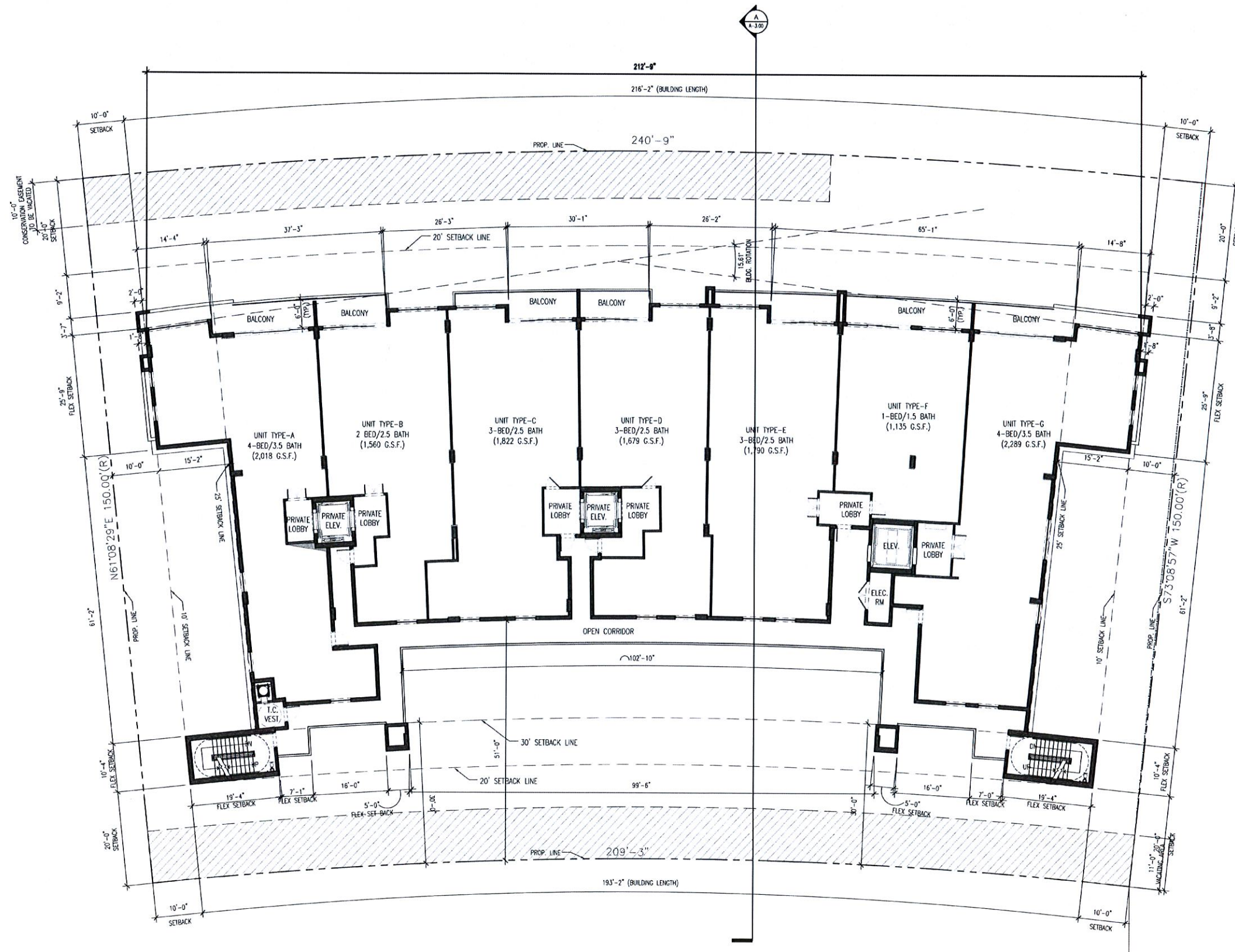
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SHEET NUMBER:

A-1.07



6TH LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"



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LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
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10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

7TH LEVEL FLOOR PLAN

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REVISIONS
1_01-31-14 DRC COMMENTS

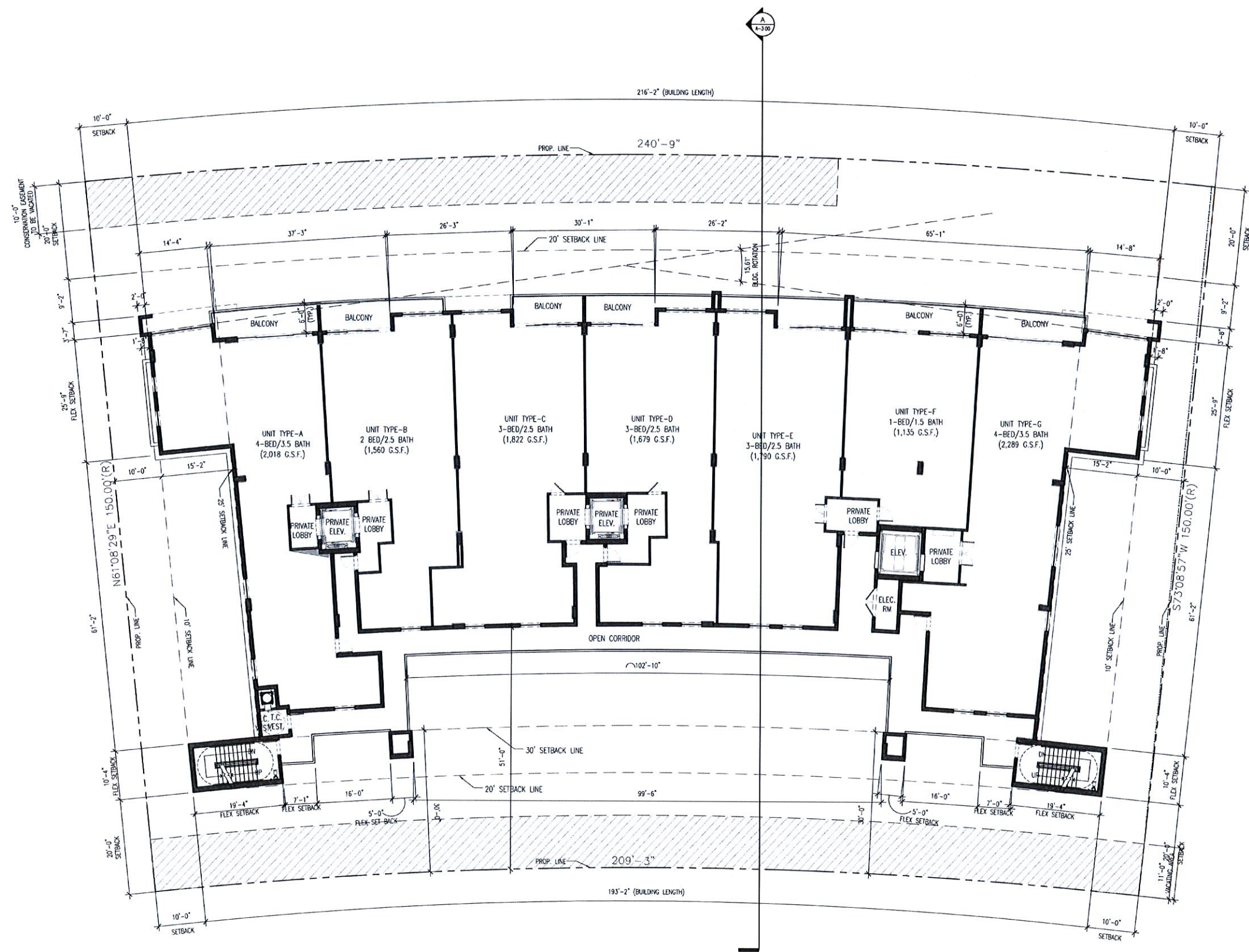
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SHEET NUMBER:

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7TH LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



OWNER:
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HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

LOWER ROOF/ POOL DECK
FLOOR PLAN

PHASE

DRC SUBMITTAL

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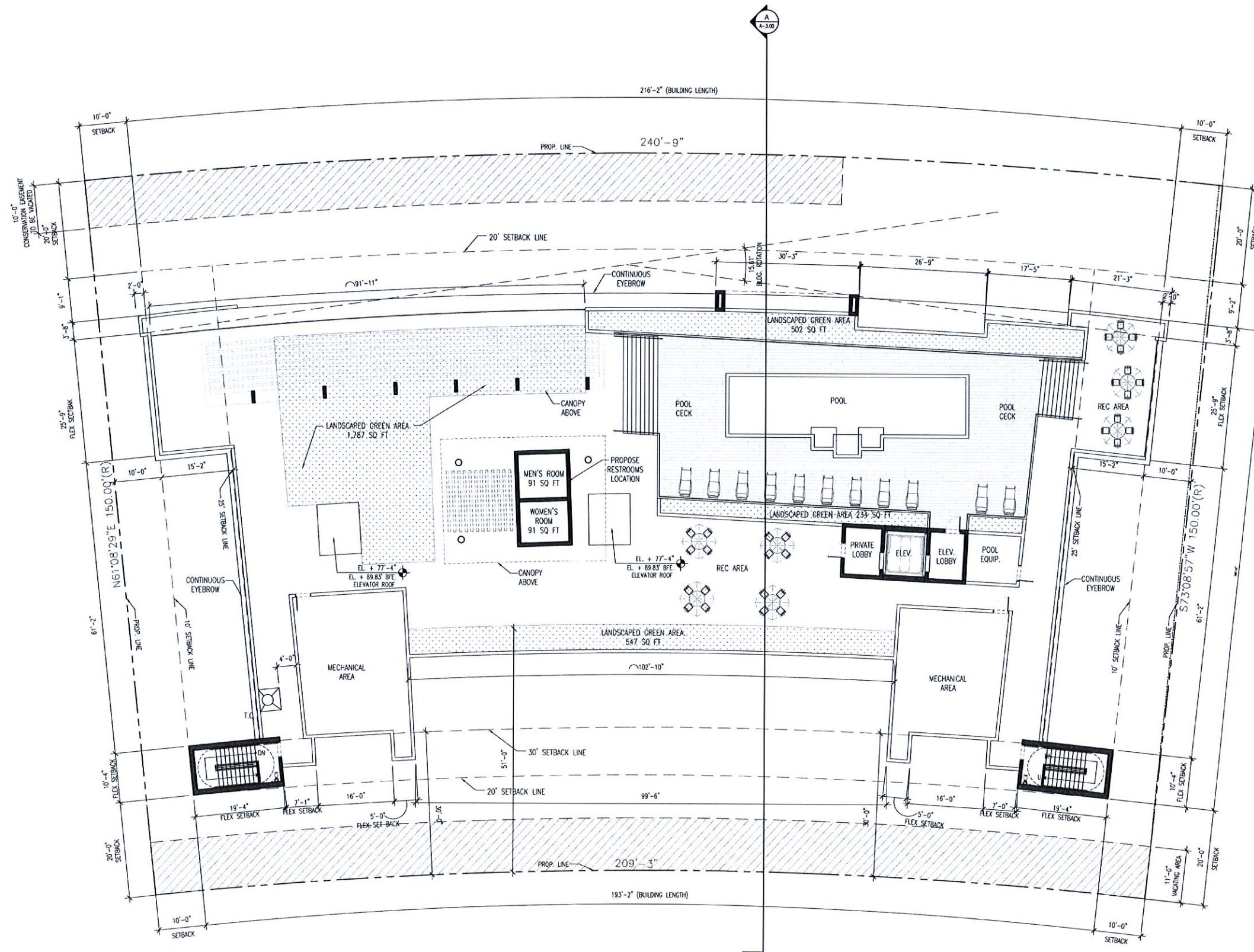
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SHEET NUMBER:

A-1.09



SQUARE FOOTAGE AND LANDSCAPE PERCENT CALCULATIONS FOR THE ROOF LEVEL		
ROOF DECK LANDSCAPE REQUIREMENTS:	REQUIRED	PROPOSED
15% OF ROOF AREA MINIMUM 12,924 x 0.15 = 1,939 SQ FT	1,939 SQ FT	3,044 SQ FT = 23.5%

LOWER ROOF/ POOL DECK FLOOR PLAN

SCALE: $3/32" = 1'-0"$





CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

EAST ELEVATION

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

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FILE 2013-80

SHEET NUMBER:

A-2.00



EL. + 81'-8"	94.17' BFE	TOP OF CANOPY
EL. + 76'-8"	89.17' BFE	POOL DECK
EL. + 75'-0"	85.00' BFE	
EL. + 71'-8"	84.17' BFE	TOP OF ROOF DECK
EL. + 60'-6"	73.17' BFE	7TH FLOOR
EL. + 51'-0"	63.50' BFE	6TH FLOOR
EL. + 41'-4"	53.83' BFE	5TH FLOOR
EL. + 31'-8"	44.17' BFE	4TH FLOOR
EL. + 22'-0"	34.50' BFE	3RD FLOOR
EL. + 11'-0"	23.50' BFE	2ND FLOOR
EL. + 0'-0"	12.5' BFE	1ST FLOOR
EL. - 2'-6"	10.0' BFE	
EL. - 7'-4"	EL. + 5.2' BFE	GRADE
EL. - 9'-0"	EL. + 3.5' BFE	LOWER LEVEL PARKING

ELEVATION LEGEND

1 CONCRETE CANOPY	6 CLEAR GLASS CURTAIN WALL SYSTEM
2 ALUMINUM AND GLASS RAILING	7 STONE VENEER
3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM	8 DECORATIVE ALUMINUM SCREEN
4 SMOOTH STUCCO FINISH (TYP.)	9 DECORATIVE ALUMINUM LOUVERS
5 GREEN SCREEN (TYP. WHERE SHOWN)	10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS.

EAST ELEVATION

SCALE: 3/32" = 1'-0"

COLOR LEGEND

AJ- 2112-50 STORMY MONDAY (Benjamin Moore)
BJ- 2112-40 STONE (Benjamin Moore)
CJ- 2112-30 STONE BROWN (Benjamin Moore)
DJ- 2124-70 DISTANT GRAY (Benjamin Moore)



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL. 33146
LIC. NO. AA-C002151 T. 305.448.7383

PROJECT:

PALMS OF BAY
HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

BAY HARBOR
HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

WEST ELEVATION

PHASE

DRC SUBMITTAL

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FILE 2013-80

SHEET NUMBER:

A-2.01



ELEVATION LEGEND

- | | |
|--|---|
| 1 CONCRETE CANOPY | 6 CLEAR GLASS CURTAIN WALL SYSTEM |
| 2 ALUMINUM AND GLASS RAILING | 7 STONE VENEER |
| 3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM | 8 DECORATIVE ALUMINUM SCREEN |
| 4 SMOOTH STUCCO FINISH (TYP.) | 9 DECORATIVE ALUMINUM LOUVERS |
| 5 GREEN SCREEN (TYP. WHERE SHOWN) | 10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS. |

WEST ELEVATION

SCALE: 3/32" = 1'-0"

COLOR LEGEND

- | |
|--|
| A)- 2112-50 STORMY MONDAY (Benjamin Moore) |
| B)- 2112-40 STONE (Benjamin Moore) |
| C)- 2112-30 STONE BROWN (Benjamin Moore) |
| D)- 2124-70 DISTANT GRAY (Benjamin Moore) |



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SOUTH ELEVATION

PHASE
DRC SUBMITTAL

REVISIONS
1. 01-31-14 DRC COMMENTS

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FILE 2013-80

SHEET NUMBER:
A-2.02



ELEVATION LEGEND	
1 CONCRETE CANOPY	6 CLEAR GLASS CURTAIN WALL SYSTEM
2 ALUMINUM AND GLASS RAILING	7 STONE VENEER.
3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM	8 DECORATIVE ALUMINUM SCREEN
4 SMOOTH STUCCO FINISH (TYP.)	9 DECORATIVE ALUMINUM LOUVERS
5 GREEN SCREEN (TYP. WHERE SHOWN)	10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS.

SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

COLOR LEGEND	
A)- 2112-50 STORMY MONDAY (Benjamin Moore)	
B)- 2112-40 STONE (Benjamin Moore)	
C)- 2112-30 STONE BROWN (Benjamin Moore)	
D)- 2124-70 DISTANT GRAY (Benjamin Moore)	



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
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10201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS.
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
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NORTH ELEVATION

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SHEET NUMBER:
A-2.03



RAISED STRUCTURE IS 2'-6"
ABOVE 10'-0" BFE AS REQUIRED
BY CODE

EL. + 0'-0"
12.5' BFE
1ST FLOOR
EL. - 2'-6"
10.0' (BFE)

ELEVATION LEGEND

- | | |
|--|---|
| 1 CONCRETE CANOPY | 6 CLEAR GLASS CURTAIN WALL SYSTEM |
| 2 ALUMINUM AND GLASS RAILING | 7 STONE VENEER |
| 3 ALUMINUM/GLASS SLIDING GLASS DOOR/ STOREFRONT SYSTEM | 8 DECORATIVE ALUMINUM SCREEN |
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| 5 GREEN SCREEN (TYP. WHERE SHOWN) | 10 GARAGE ENTRANCE DOORS TO MATCH ALUMINUM LOUVERS. |

NORTH ELEVATION

SCALE: 3/32" = 1'-0"

COLOR LEGEND

- | | |
|----|--|
| A- | 2112-50 STORMY MONDAY (Benjamin Moore) |
| B- | 2112-40 STONE (Benjamin Moore) |
| C- | 2112-30 STONE BROWN (Benjamin Moore) |
| D- | 2124-70 DISTANT GRAY (Benjamin Moore) |



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
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HARBOR - EAST**
10201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

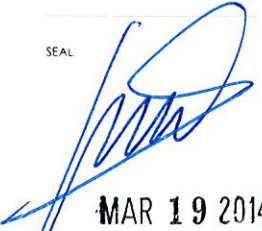
OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131



PERSPECTIVE RENDERING - WEST VIEW
SCALE: N.T.S.

PERSPECTIVE RENDERING
WEST VIEW

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REVISIONS
I. 01-31-14 DRC COMMENTS

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CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131



PERSPECTIVE RENDERING - EAST VIEW
SCALE: N.T.S.

PERSPECTIVE RENDERING
EAST VIEW

PHASE
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REVISIONS
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PERSPECTIVE RENDERING - SOUTHWEST VIEW
SCALE: N.T.S.



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES, FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
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10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

PERSPECTIVE RENDERING
SOUTHWEST VIEW

PHASE

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LIC. NO. A.A. CO021511 T.305.448.7383

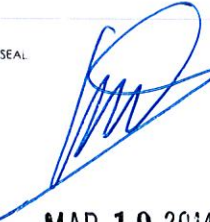
PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

BUILDING SECTION

PHASE
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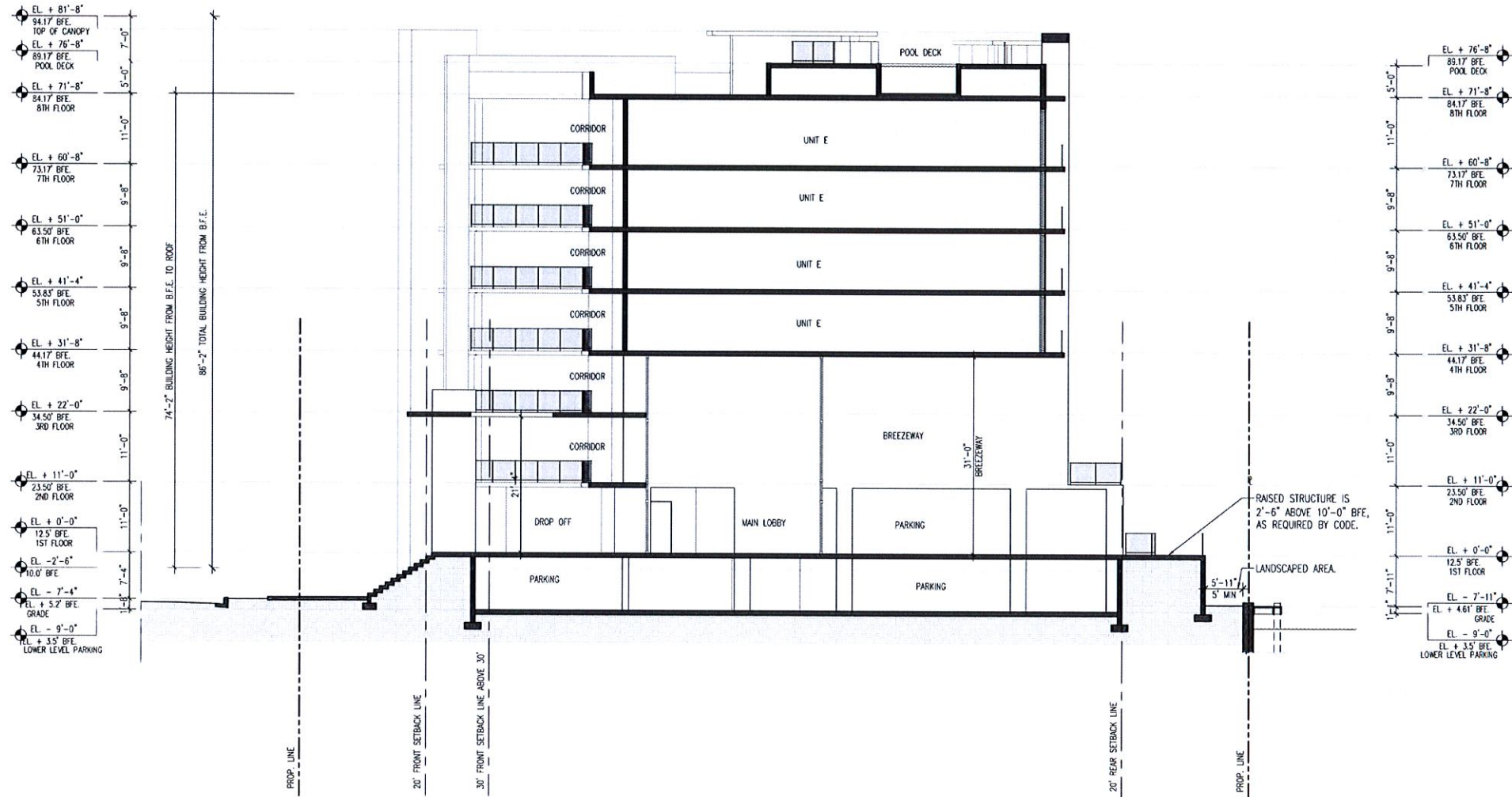
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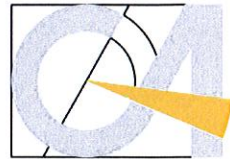
DATE: 12-23-13
JOB NO. 2013-80
DRAWN BY MC
APPR BY AMC
FILE 2013-80

SHEET NUMBER:
A-3.00



BUILDING SECTION
SCALE: 3/32" = 1'-0"

SUBMERGED LAND LEASE AS PER OFFICIAL
RECORDS BOOK 15320, PAGES 2189-2199



CORWIL ARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC. NO. AA-C002151 T.305.448.7383

PROJECT:
**PALMS OF BAY
HARBOR - EAST**
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:
**BAY HARBOR
HOLDINGS, LLC**
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE / 1ST LEVEL LIGHTING PLAN

NOTES

1. CALCULATIONS HAVE BEEN PERFORMED ACCORDING TO IES STANDARDS AND PRACTICE. SOME DIFFERENCES BETWEEN MEASURED VALUES AND CALCULATED RESULTS MAY OCCUR DUE TO TOLERANCES IN CALCULATION METHODS, TESTING PROCEDURES, COMPONENT PERFORMANCES, MEASURED CONDITIONS SUCH AS TECHNICAL AND FIELD VOLTAGES AND TEMPERATURE VARIATIONS. INPUT DATA SUCH AS ROOM DIMENSIONS, REFLECTANCES, FURNITURE, LIGHT LOSS FACTOR, FURNITURE, ARCHITECTURAL ELEMENTS AND FOLIAGE SIGNIFICANTLY AFFECT THE LIGHTING CALCULATIONS. IF THE REAL ENVIRONMENT DO NOT MATCH INPUT DATA DIFFERENCES WILL OCCUR BETWEEN MEASURED AND CALCULATED VALUES.
2. CONCRETE POLES ARE TO BE 22' OVERALL LENGTH AND 16' ABOVE GROUND OR AS INDICATED BY BORING TEST RESULTS - SUPPLIED BY OTHERS.
3. WIND LOAD CALCULATIONS, TO MEET SOUTH FLORIDA WIND LOAD REQUIREMENTS, MUST BE PREPARED AND SUBMITTED AS PART OF THE SUBMITTAL PROCESS. SAID CALCULATIONS MUST BE SIGNED AND SEALED BY FLORIDA REGISTERED ENGINEER.
4. POINT-BY-POINT CALCULATIONS PROGRAM USED - VISUAL SERIAL # 5101 5260 4589 0193, VERSION 2.06.0211

STATISTICS					
Description	Symbol	Avg	Max	Min	Max/Min
INTERIOR PARKING Z=0'	+	3.6 fc	8.4 fc	1.1 fc	8.4:1

LUMINAIRE SCHEDULE						
Symbol	Label	Catalog Number	Description	Lamp	Lumens	LLF
A	ACUITY BRANDS LIGHTING DMW 2 32 MVOLT GEB10PS SURFACE MOUNTED 8.6' AFF		4FT WET LOCATION ENCLOSURE WITH (2) T8 LAMPS, 50% DR HIGH IMPACT ACRYLIC LENS	TWO 32-WATT LINEAR FLUORESCENT T8, 735	2800	0.65
AE	ACUITY BRANDS LIGHTING DMW 2 32 MVOLT GEB10PS EL 14 SURFACE MOUNTED 8.6' AFF		4FT WET LOCATION ENCLOSURE WITH (2) T8 LAMPS, 50% DR HIGH IMPACT ACRYLIC LENS	TWO 32-WATT LINEAR FLUORESCENT T8, 735	2800	0.65
S	LITHONIA DSX0 LED 20C 700 40K T4M MVOLT MOUNTED 10' AFG ON POLE THRU EMERGENCY GENERATOR		SMALL LED LUMINAIRE ON POLE	(1) 20 LED LIGHT ENGINE, TYPE T4M OPTIC, 4000K, @ 700mA	Absolute	0.85
SW	LITHONIA DSXW1 LED 10C 700 40K T2M MVOLT WALL MOUNTED 7'-6" AFF THRU EMERGENCY GENERATOR		LED WALL PACK	1 LIGHT ENGINE, 10 LED's, 700mA DRIVER, 4000K LED, TYPE 2 MEDIUM OPTIC	Absolute	0.85

SITE / 1ST LEVEL LIGHTING PLAN
SCALE: 3/32" = 1'-0"

PHASE

DRC SUBMITTAL

REVISIONS

1. 01-31-14 DRC COMMENTS

SEAL

MAR 19 2014

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DATE: 12-23-13

JOB NO. 2013-80

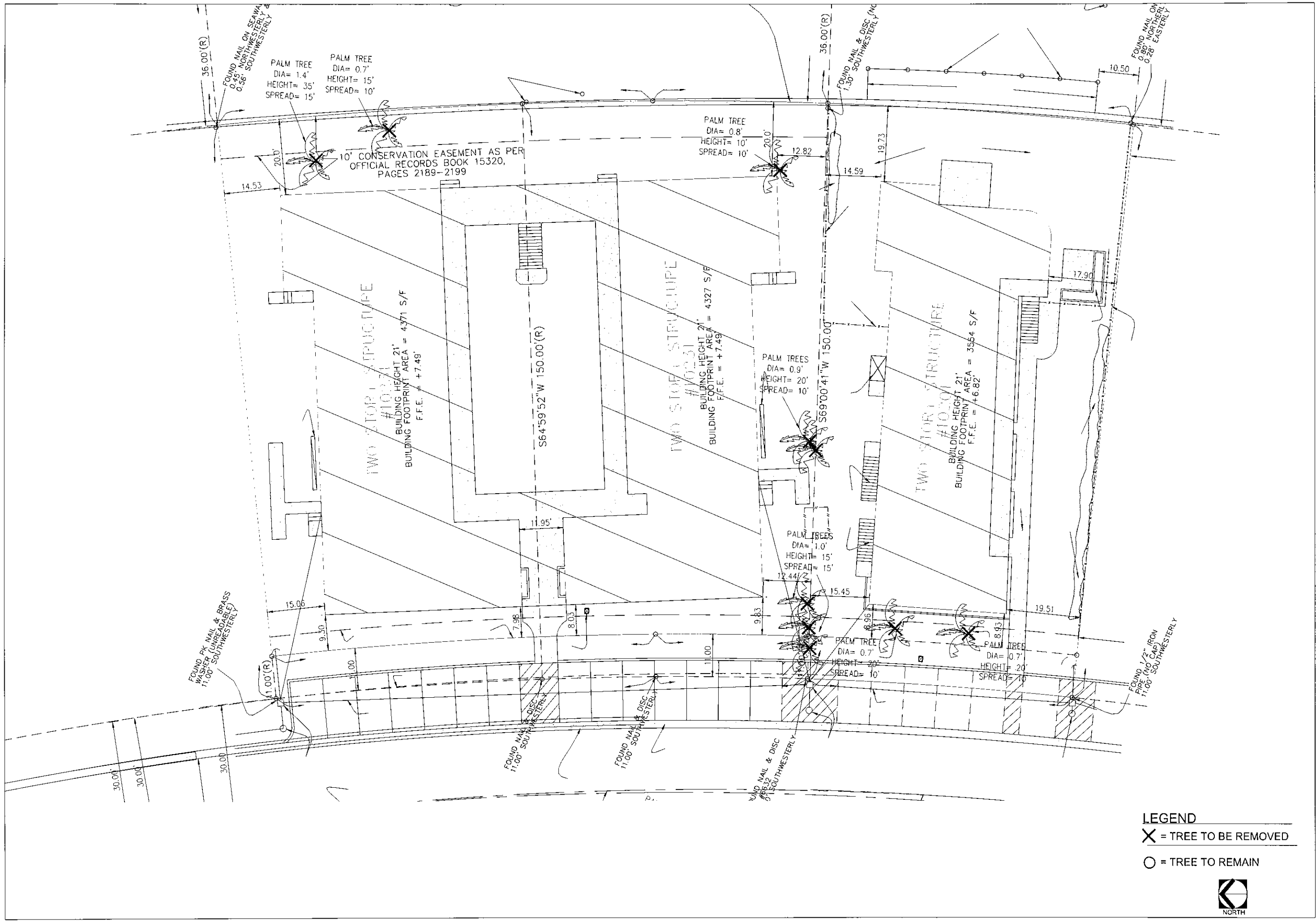
DRAWN BY MC

APPR BY AMC

FILE 2013-80

SHEET NUMBER:

E-1.01



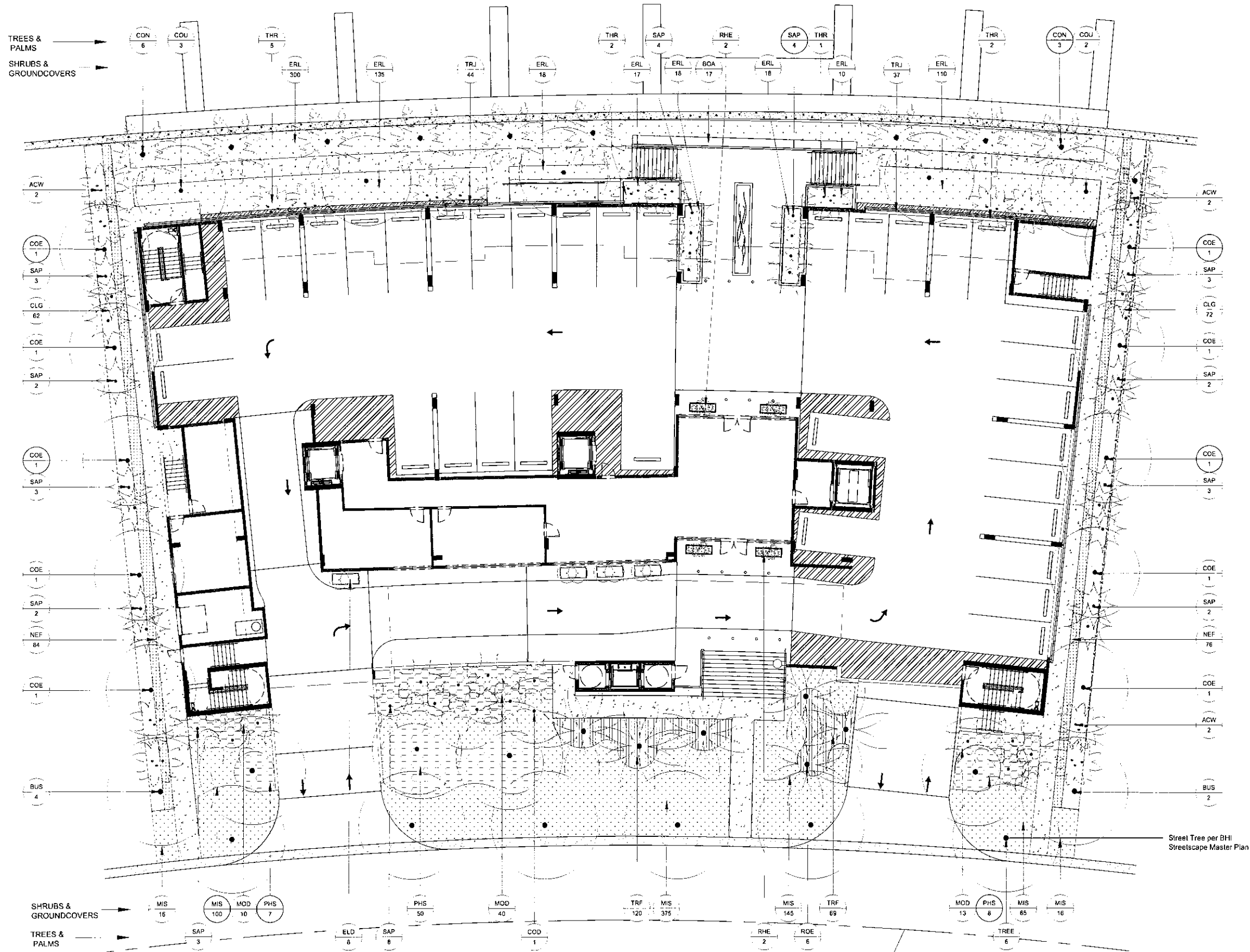
LEGEND
X = TREE TO BE REMOVED
O = TREE TO REMAIN



NOTE: SEE SHEET L-2 FOR PLANT SCHEDULE AND REQUIREMENT CALCULATIONS



Feb 24, 2014 - 7:26pm John Z:\PROJECTS\Bay Harbor Islands Condo\GRAPHICS\CAO FILES\1 MASTER PLAN - SCHEMATIC DESIGN\2014-02-24 Bay Harbor Islands Condos - Block 4.dwg



Z:\PROJECTS\Bay Harbor Islands CONDOS\GRAPHICS\CAD FILES\MASTER PLAN - SCHEMATIC DESIGN\2014-02-24 Bay Harbor Islands Condos - Block 4.dwg

John

Feb 24, 2014

7:26pm

PLANT SCHEDULE

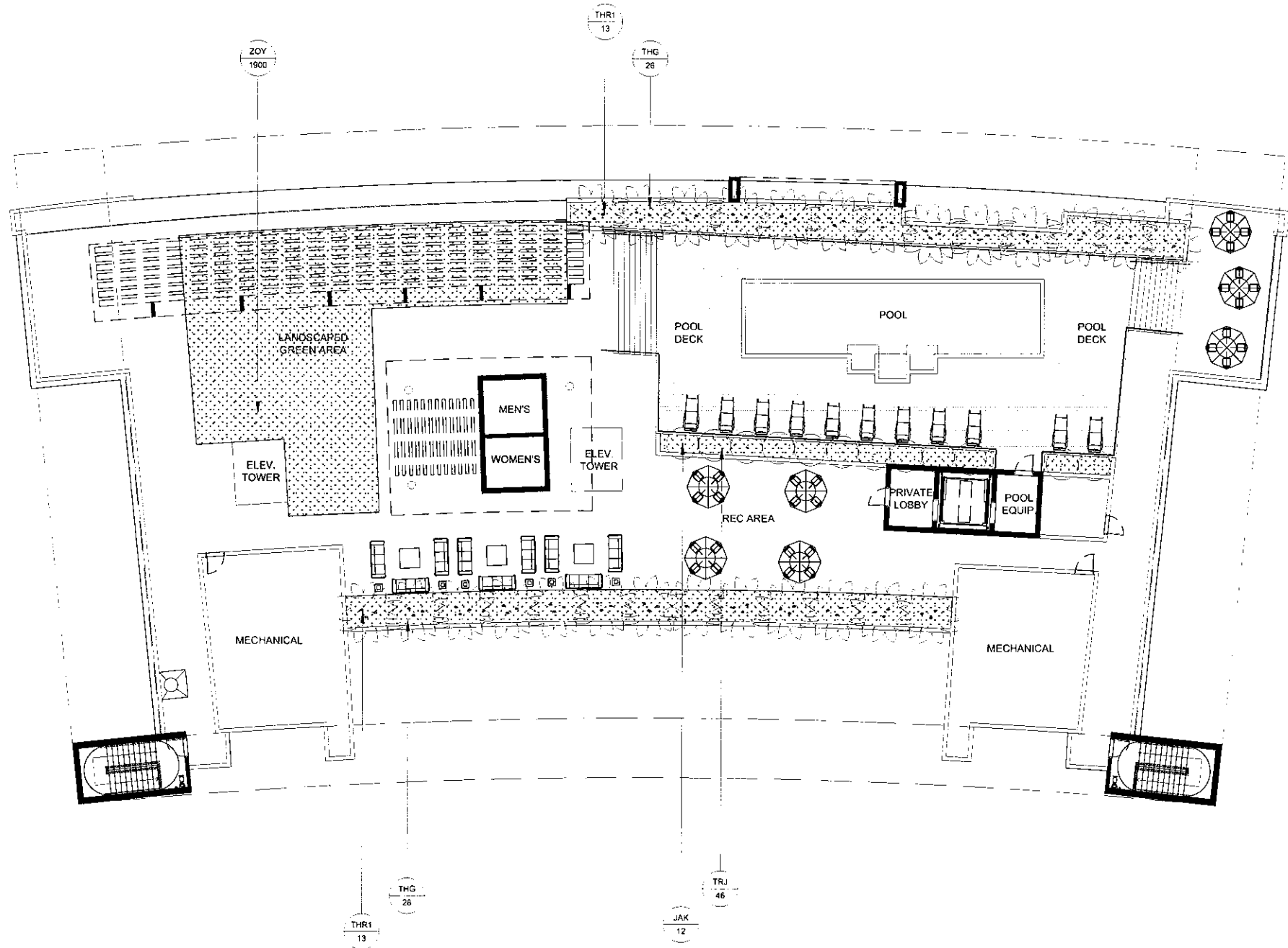
KEY	QTY.	BOTANICAL/COMMON NAME	SIZE
TREES			
BUS	10	Bursera simaruba	18'-20' Ht. x 9'-10' Spr., B&B, 4" CAL.
		Gumbo Limbo	6' CT
COD	1	Coccoloba diversifolia / Pidgeon Plum	16'-18' Ht. x 6'-9' Spr., B&B, 3" CAL., 2' CT
COU	5	Coccoloba uvifera / Seagrape	Tree Form w multi-branch character
ELD	8	Elaeocarpus decipiens / Japanese Blueberry	18'-20' Ht. x 10'-12' Spr., B&B, 4" Cal., Multi-Trunk Specimen character
JAK	12	Jacquinia keyensis / arborea Joewood	8'-9' Ht x 4'-5' Spr., 65 gal.
TREE	6	Tree Per BHI Streetscape Master Plan	7'-8' Ht. x 4'-5' Spr., Specimen
PALMS			
ACW	6	Acrotyrapphe wrightii / Pauritis Palm	16'-18' OA Ht., Dense to ground, B&B
CON	9	Cocos nucifera 'Green Malaysian' / Green Malaysian Coconut Palm	24'-40' OA Ht., 8'-20' GW, B&B
RHE	4	Rhapis excelsa / Lady Palm	5' OA Ht., Dense, 7 gal.
ROE	6	Roystonia elata / Florida Royal Palm	32'-34' OA HT., 15' GW, B&B
SAP	19	Sabal palmetto / Cabbage Palm	Matched trunks
THR	10	Thrinax radiata / Florida Thatch Palm	10' - 18' GW, even distribution, 50% booted, regenerative heads
THR1	26	Thrinax radiata / Florida Thatch Palm	12'-18' OA Ht, Staggered, Multi-Trunk, B&B
SHRUBS			
MOD	63	Monstera deliciosa / Monstera	18'-24" OA, 3 gal., 36" OC
PHS	65	Philodendron Selloum / Selloum	24'-30" Ht., Full, 3 gal., 36" OC
GROUNDCOVERS			
BOA	17	Bomichia arborescens / Sea Oxeye Daisy	7 gal. 30"-36" Ht., 30" OC
ERI	626	Erodia littoralis / Beach Creeper	12'-18" Ht., Full, 1 gal., 24" OC
MIS	717	Microsorium scolopendria / Wart / Monarch fern	12'-18" Ht., Full, 1 gal., 24" OC
TRF	189	Tripsacum dandatum / Florida Gamma Grass	12'-18" Ht., 1 gal., 18" OC
ZOY	1900	Zoysia 'Cashmere' / 'Emerald' S.F.	palettes
VINES			
THG	54	Thunbergia grandiflora / Sky Vine	3 gal., 4" OC
TRJ	81	Trachelospermum jasminoides / Jasmine	12'-18" OA, 3 gal., 6 runners min.

PROJECT LANDSCAPE LEGEND - Block 4					
Zoning District	R1B-1	Net Lot Area	33,750 SF 0.778 Acres		
OPEN SPACE					
A. Square Feet of open space required by Chapter 33, as indicated on site plan:					
Net lot area =	33,750 SF	X	20%	6,750	7,071
B. Square Feet of parking lot open space required by Chapter 18A, as indicated on site plan:					
Nº parking spaces	N/A	SF	X	N/A	SF
(Includes Loading Zones and exterior spaces)					
C. Total s.f. of landscaped open space required by Chapter 33: (A + B) =				6,750	7,071
D. Total s.f. of landscaped rooftop space					
Total rooftop area = 15%	12,924 SF	X	15% SF	1,939	3,044
LAWN AREA CALCULATION					
A. 6,750 Total s.f. of landscaped open space required by Chapter 33: (C)					
B. Maximum lawn area (add) permitted: Open Space x 60%					
	33,750 SF	X	60% SF	20,250	0
TREES					
A. Nº of trees required per Net Lot Area					
Less existing number of trees meeting minimum requirements	28 - 28 Trees	X	0.27 (Net Lot Acres)	22	28
B. % Palms Allowed to count as Trees Required					
Palms provided to count on 2:1 basis	0 Palms	+		0	0
Palms provided to count on 1:1 basis	0 Trees	+		0	0
Note: Palms exceeding allowable quantity not counted toward Tree Requirement					
C. % Native Required: Nº trees provided x 50%					
	22 Trees	X	50%	11	27
D. % Drought Tolerant Required: Nº trees provided x 50%					
	22 Trees	X	50%	11	27
E. Street trees (max. average spacing of 35' o.c.)					
Note: Street Trees excluded from all other quantities	210 LF Street	+	25 LF	6	6
F. Street trees located directly beneath power lines:					
(Maximum average spacing of 20' o.c.)	0 LF Street	+	25 LF	0	0
SHRUBS					
A. No. of Shrubs required: No. Trees provided x 10					
	22 Trees	X	10	220	2,336
B. No. of Native Shrubs required: No. Shrubs provided x 30%					
	2,336 Shrubs	X	30%	701	800
B. No. of Drought Tolerant Shrubs required: No. Shrubs provided x 50%					
	2,336 Shrubs	X	50%	1,168	1,653

IRRIGATION PLAN: If required by Chapter 33

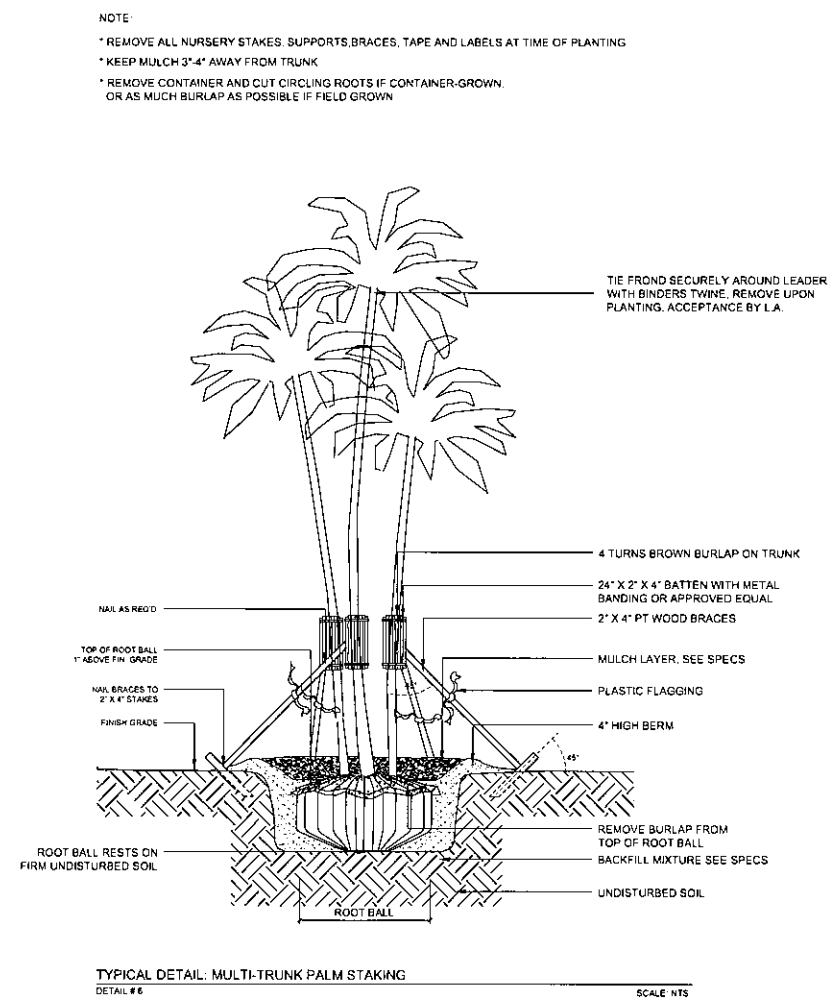
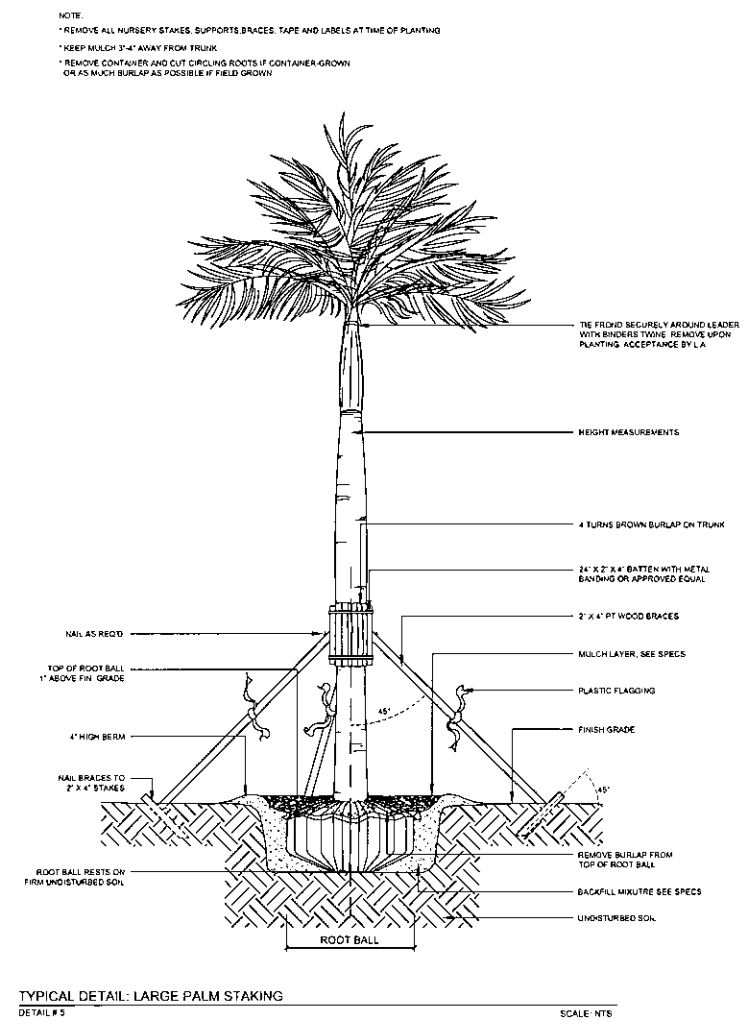
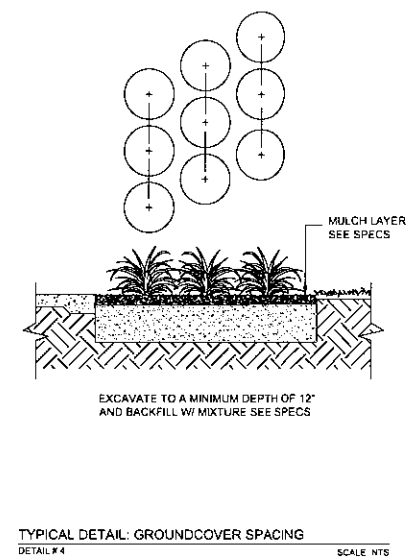
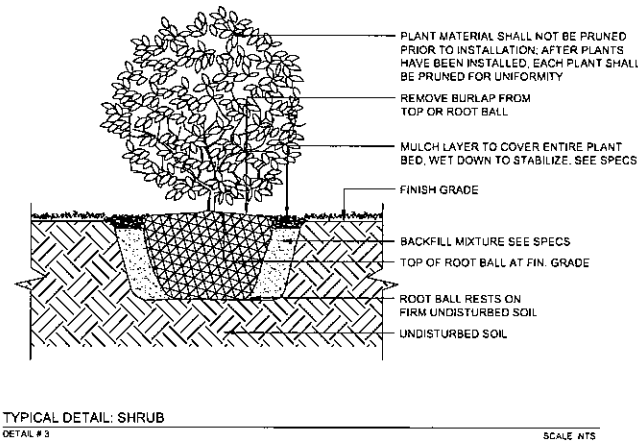
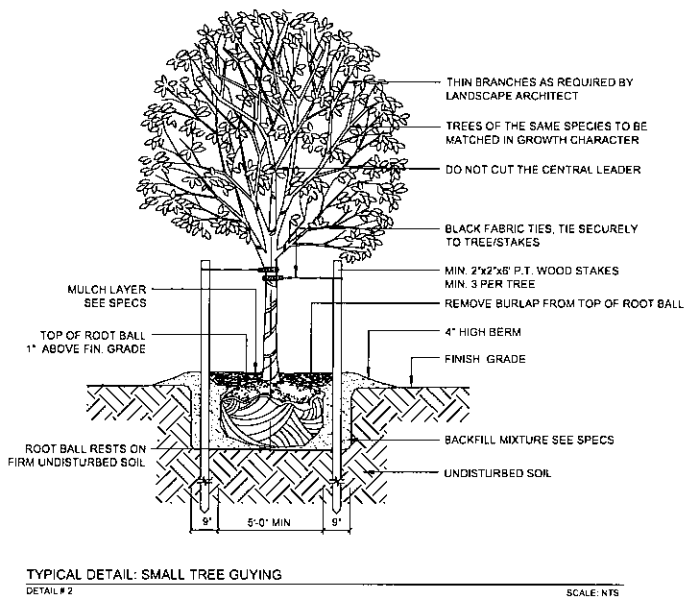
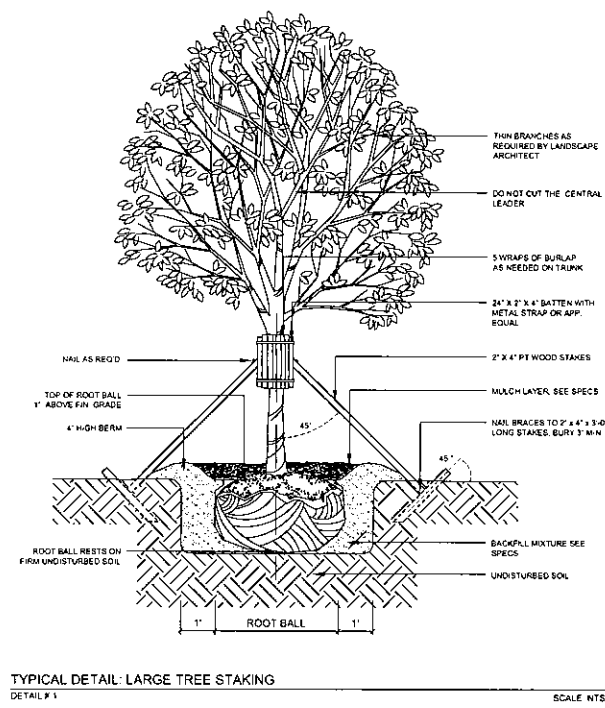
LANDSCAPE AREA REQUIREMENTS			
20% OF LOT AREA	33,750 SF X 20% = 6,750 SF	REQUIRED	PROVIDED
		6,750 SF	7,071 SF = 104%

ROOF DECK LANDSCAPE REQUIREMENTS			
15% OF ROOF AREA MINIMUM	12,924 SF X 15% = 1,939 SF	REQUIRED	PROVIDED
		1,939 SF	3,044 SF = 157%



NOTE: SEE SHEET L-2 FOR PLANT SCHEDULE AND REQUIREMENT CALCULATIONS

Z:\PROJECTS\Bay Harbor Islands Condos CONDO\GRAPHICS\CAD FILES\1 MASTER PLAN - SCHEMATIC DESIGN\2014-02-24-Bay Harbor Islands Condos - Block 4.dwg
Feb 24, 2014 - 7:26pm John



PROJECT

Bay Harbor Islands Condo - Block 4

DRAWING

Planting Details

SCALE

N.T.S.

PROJECT NUMBER

DATE

12-23-2013

REVISIONS

01-31-2014
02-18-2014

SHEET NUMBER

LP-3

L.A. # 856

NOTE: SEE SHEET L-2 FOR PLANT SCHEDULE AND REQUIREMENT CALCULATIONS



WEST ELEVATION



EAST ELEVATION

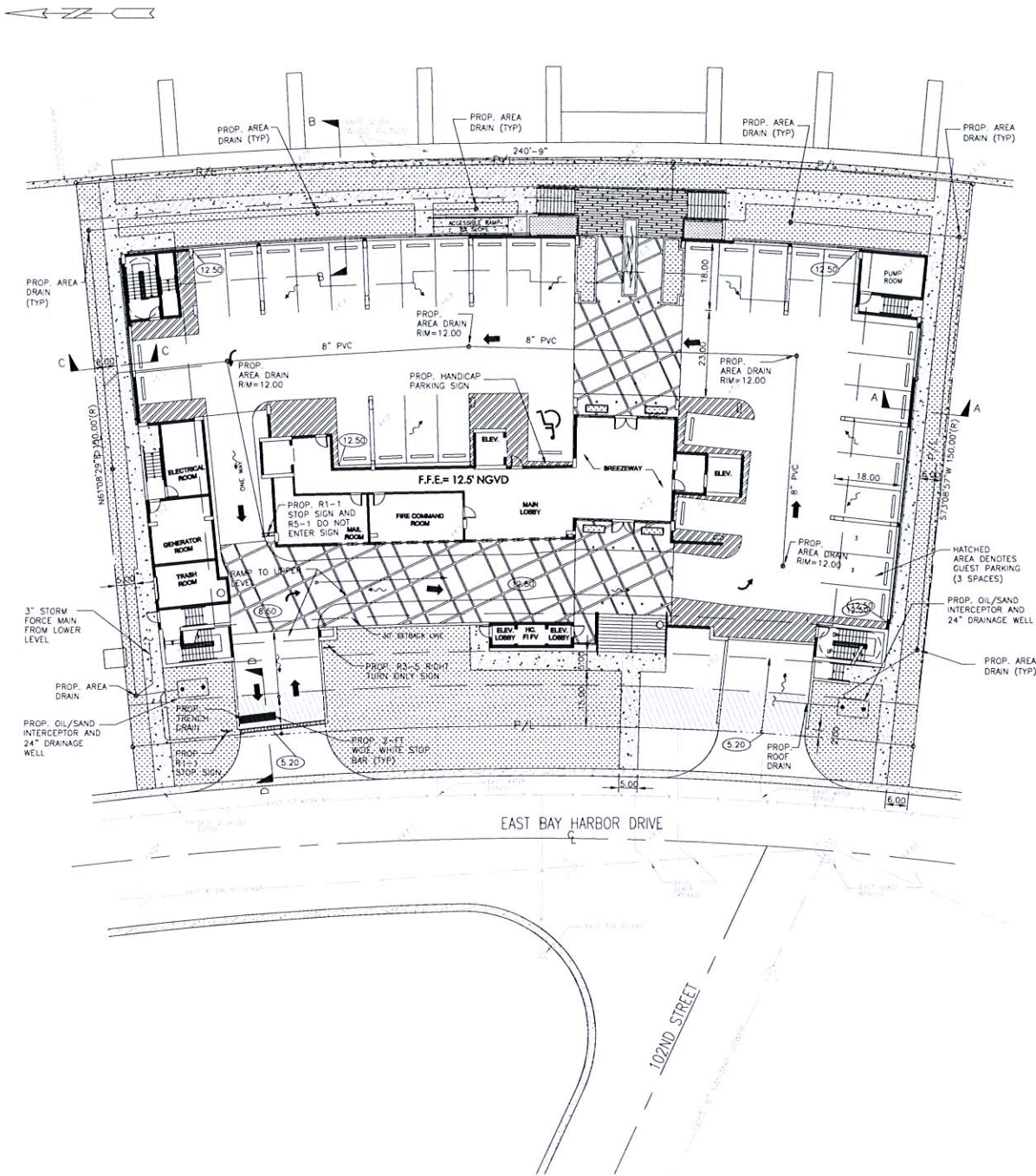


NORTH ELEVATION

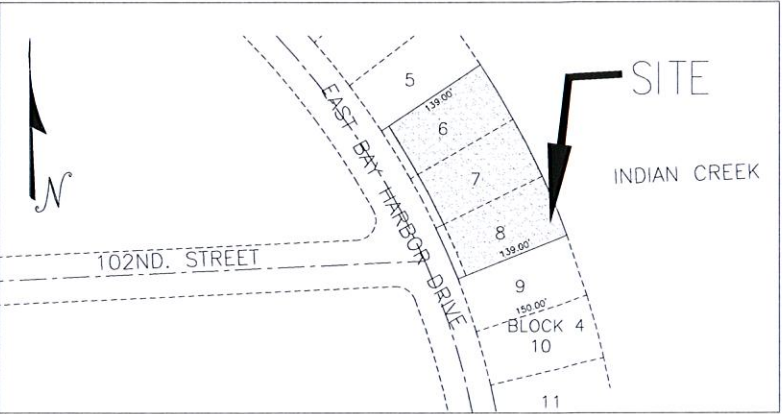


SOUTH ELEVATION

NOTE: SEE SHEET L-2 FOR PLANT SCHEDULE
AND REQUIREMENT CALCULATIONS



ALL STORMWATER IS TO BE RETAINED ONSITE



LEGAL DESCRIPTION

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Area of parcel = 0.7393+/- acres

- NOTES:
1. EXISTING VALLEY GUTTER TO BE REPLACED WHERE CRACKED OR DAMAGED.
 2. MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
 3. MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
 4. CONNECT ALL ROOF DRAINS TO DRAINAGE WELLS.
 5. CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE, IRRIGATION PIPES AND STRUCTURAL FOUNDATION.
 6. ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED TO NGVD 1929.
 7. MAXIMUM SLOPE ON GARAGE RAMPS TO BE 12.5%.
 8. ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1/8 INCH/FT) SLOPE.
 9. REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS.
 10. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON CONCRETE RAMPS.

LEGEND

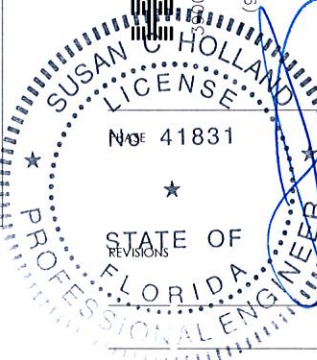
- PROPOSED CONCRETE WALK
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE
- EXISTING WATER
- EXISTING GAS



PROJECT:
PALMS OF BAY HARBOR - EAST
10201-10231 E. BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

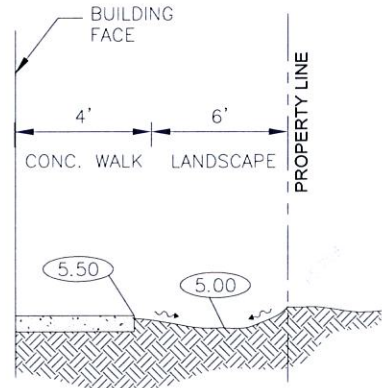
OWNER:
BAY HARBOR HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

HOLLAND ENGINEERING INC.
civil engineers
3030 HOLLYWOOD BOULEVARD - SUITE 303
HOLLYWOOD, FL - 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
LIC. no. 41831

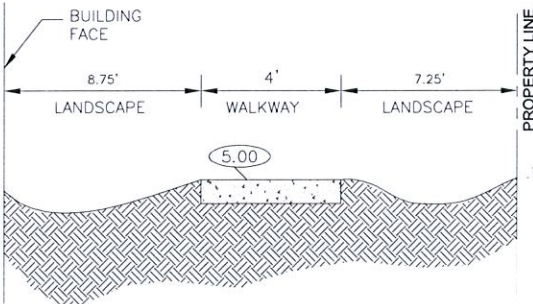


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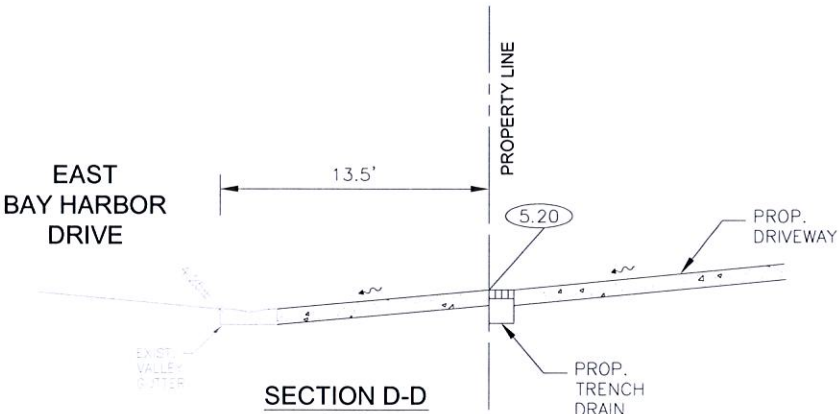
DATE: 12-10-13
JOB NO.: 2013-44
DRAWN BY: EEH
APPR BY: SCH
FILE: 13-44
SHEET NUMBER: C-1



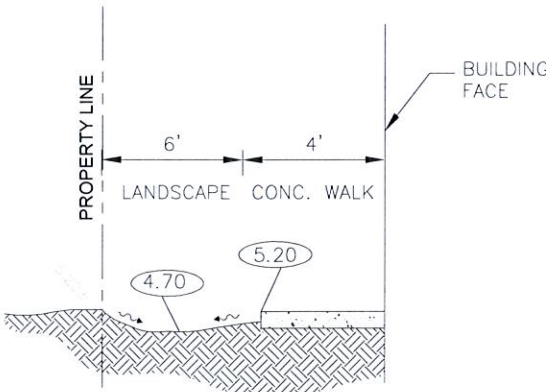
SECTION A-A
N.T.S.



SECTION B-B
N.T.S.



SECTION D-D
N.T.S.

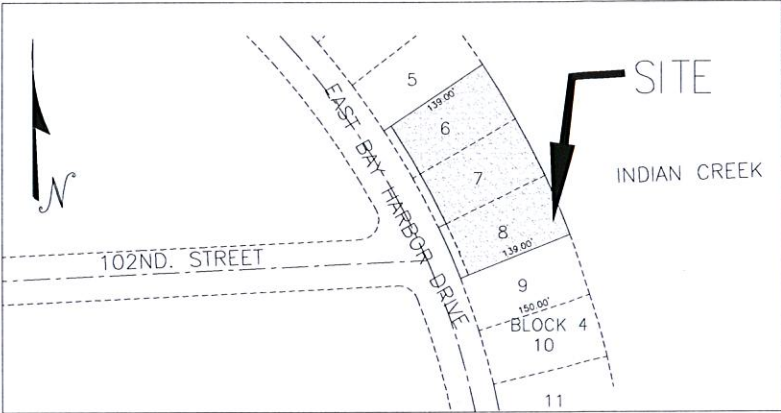
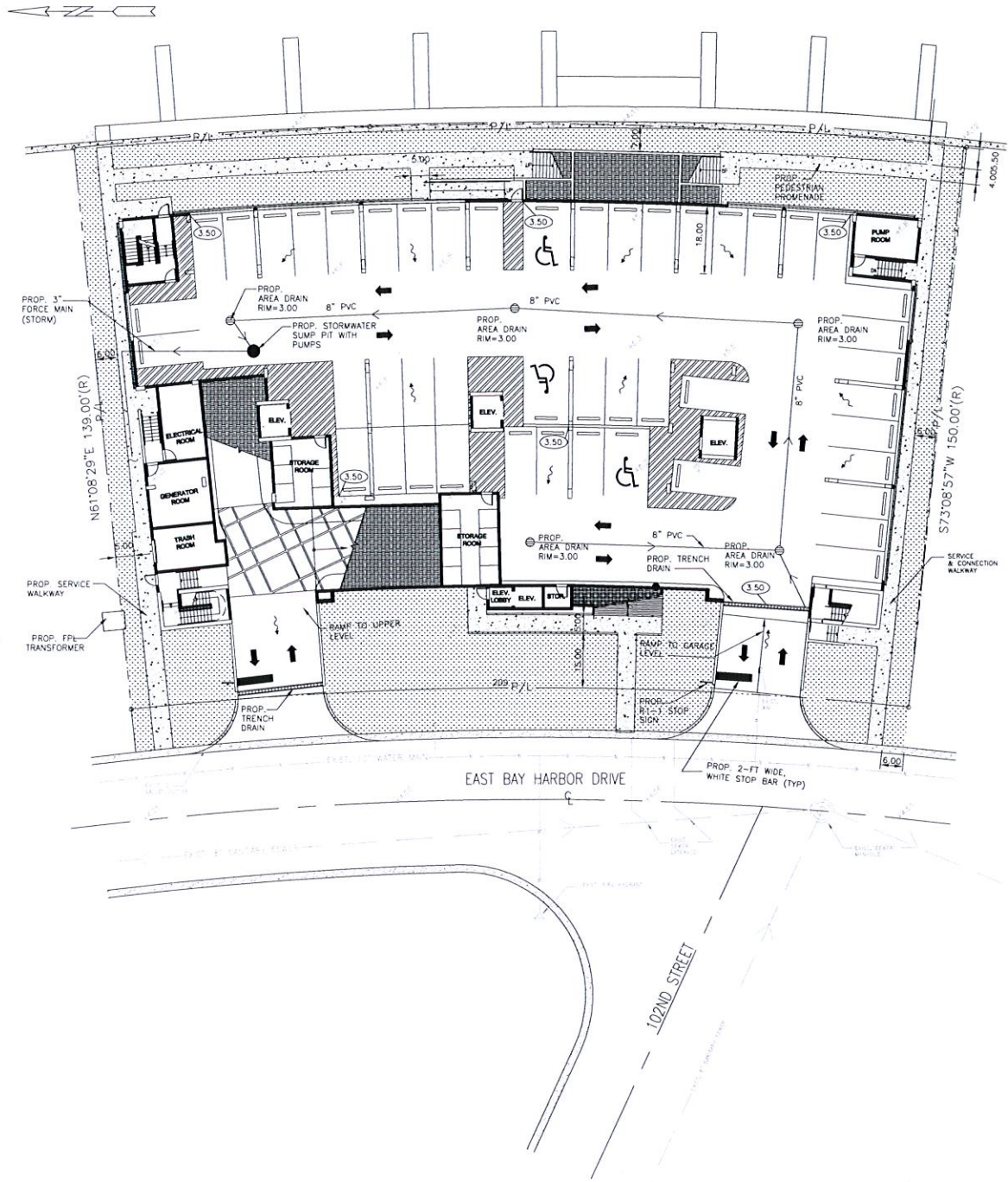


SECTION C-C
N.T.S.

PAVING, GRADING AND DRAINAGE GROUND LEVEL PLAN

SCALE 1" = 20'-0"

MAR 18 2014



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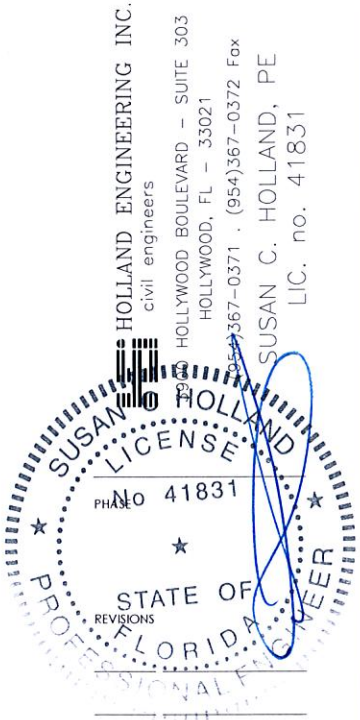
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CORWILARCHITECTS
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FLORIDA 33154

OWNER:
BAY HARBOR
HOLDINGS, LLC
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LEGEND

- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
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- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
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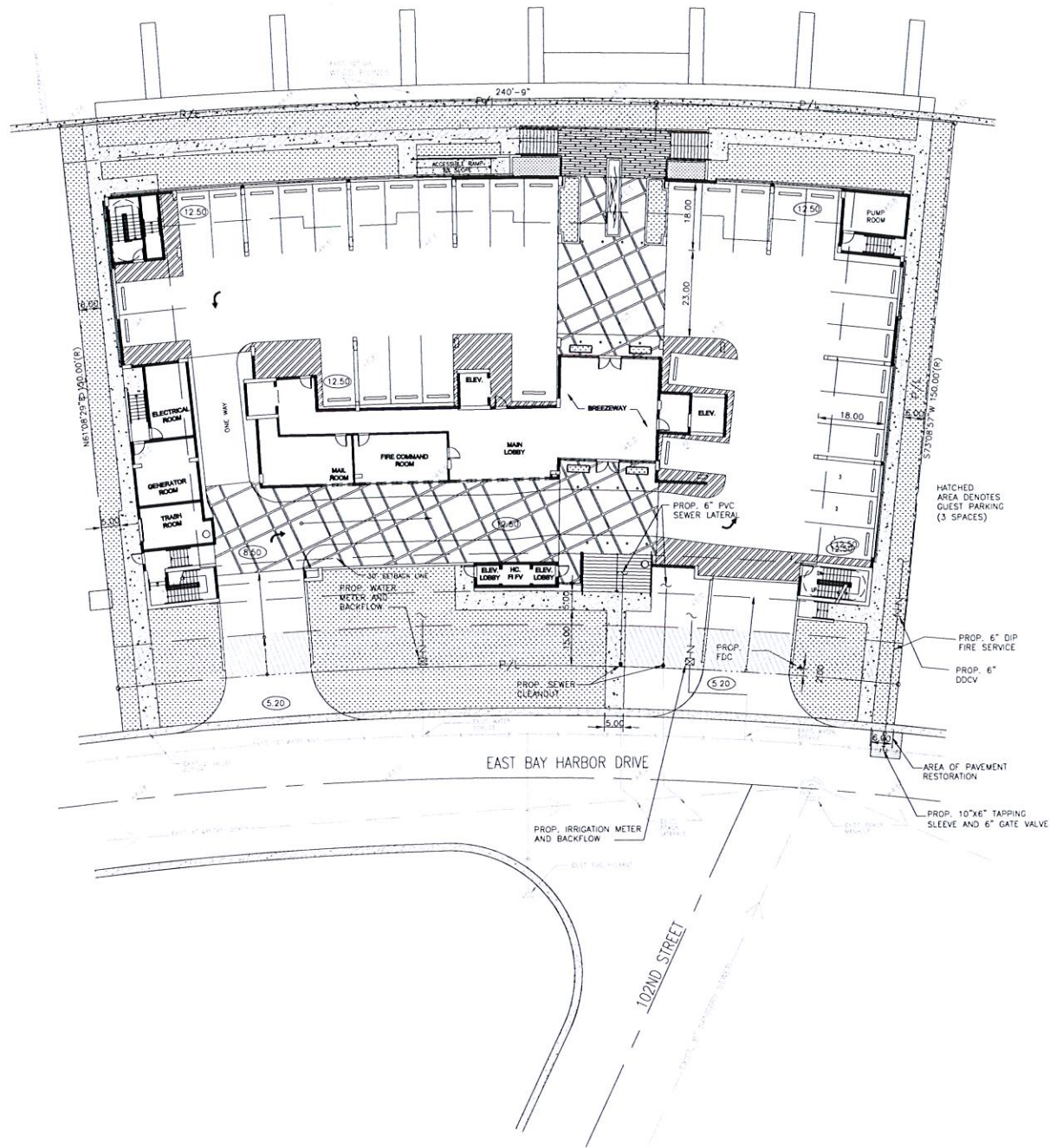
PAVING, GRADING AND DRAINAGE
GARAGE LEVEL PLAN

SCALE 1" = 20'-0"

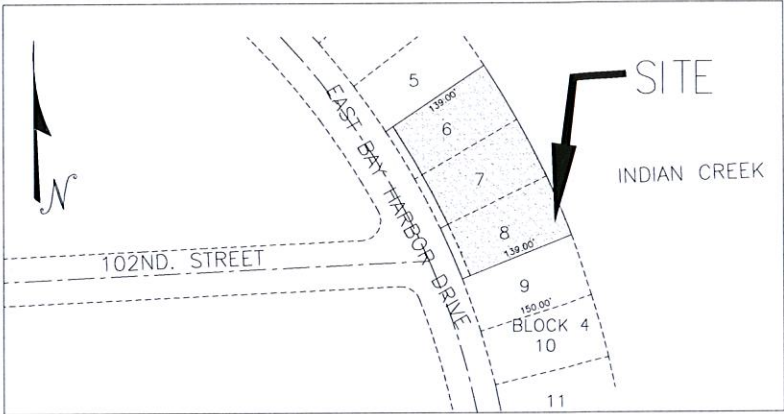
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DATE: 12-10-13
JOB NO. 2013-44
DRAWN BY EEH
APPR BY SCH
FILE 13-44
SHEET NUMBER: C-2

MAR 18 2014



- NOTES:
1. REFER TO PLUMBING PLANS FOR COORDINATION WITH BUILDING WATER AND SEWER SERVICES.
 2. CONTRACTOR TO FIELD LOCATE EXISTING SEWER MAIN AND CONFIRM DEPTH OF PIPE.
 3. CONTRACTOR TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND CONFIRM DEPTH PRIOR TO CONSTRUCTION.
 4. INSTALLATION OF ALL UTILITIES TO BE COORDINATED TO PREVENT PIPE CONFLICTS
 5. ALL BACKFLOWS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY REGULATIONS



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Area of parcel = 0.7393+/- acres

THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

LEGEND

- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE
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WATER AND SEWER PLAN
GROUND LEVEL

SCALE 1" = 20'-0"

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civil engineers
HOLLYWOOD BOULEVARD - SUITE 303
HOLLYWOOD, FL - 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
LIC. no. 41831

SUSAN C. HOLLAND
LICENSE
No 41831
PHASE
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SEAL

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DATE: 12-10-13
JOB NO. 2013-44
DRAWN BY EEH
APPR BY SCH
FILE 13-44
SHEET NUMBER: **C-3**

MAR 18 2014

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 19.

ITEM: Consideration and approval of a private TDR transaction of the transfer of nine (9) dwelling units from Trio Commons Community Association, Inc. (9970, 9976, 9980 E. Bay Harbor Drive) to Island House Towers, LLC (9161 & 9201 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, plans, and other supporting documents.

DESCRIPTION:

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney draft a resolution setting forth the Town Council's approval and recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	M. Miller staff report	9300 WBHD Final Staff Memo Aug 04 2014.pdf
2.	TDR Application	TDR Application - 9161-9201 EBHD - July 2014.pdf
3.	Staff report - bldg	9970-80 EBHD staff report bldg.pdf
4.	Code Compliance report	Code C. report 9970-80 EBHD- Trio Commons.pdf
5.	Site Plans	Island House Site Plans.pdf

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com



Fax

To:	Marlene Marante, Town Clerk	From:	Michael J. Miller, AICP
	Town of Bay Harbor Islands		Consultant Town Planner

Fax:	305-866-4863	Pages:	2 (Including Cover Page)
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Phone:	305-866-6241	Date:	8/4/2014
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Re:	Transfer of Development Rights (TDR)	CC:	
	Island House / aka Island Club Towers		
	(87 Total DU)		

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ As Requested

TDR Request – 2 Private DU

Donor Site: **9300 W. Bay Harbor Dr. / Lots 14 & 15 of Block 2 (9300 West Bay Harbor Drive Condo)**

Receiving Site: **9201 E. Bay Harbor Dr. / Lots 19-22 of Block 1 (Island House / aka Island Club Towers)**

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Island House / aka Island Club Towers) was granted Site Development Plan approval by the Town's PZ Board on July 16th, 2013 for 87 DU (application states 86 DU). The allowable base zoning density of 34 DUA would allow 35 DU on the receiving site (1.03 acres X 34 DUA = 35.02 or 35 DU). Since the proposed project includes 87 total dwelling units this requires the acquisition of 52 TDR units. The developer of the receiving site (Island House) has a concurrent application with another nearby privately-owned / fully developed site to acquire additional TDR units (9 TDR units on application / 8 TDR units possible per MPPA calculations). The applicant will still need to acquire 41 TDR units prior to construction.

The donor site, in this instance, is currently developed as a two lot / 4-story / 8 DU apartment complex. The donor site is located at 9300 W. Bay Harbor Drive and the legal description is Lots 14 & 15 of Block 2. Town staff has verified that the donor site previously conveyed 11-feet of land to the Town for off-street parking in the Town swale but has recently finalized a Quit Claim Deed returning the land

August 4, 2014

back to the property owner. The total combined donor site land area is 22,500 sq. ft. / .52 acres is size according to the Miami-Dade County Property Appraisers website and is entitled to 18 DU (.52 acres at 34 DUA = 17.68 or 18 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). In 2006 the donor site contracted with the Millennium West (aka RIVA) project to sell them 8 TDR units. With 8 DU on the site, 8 TDR units previously sold and 18 DU allowed by right, the donor site has the ability to convey the two (2) TDR units requested.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ _____
TDR UNITS REQUESTED _____ PROJECT TOTAL UNITS _____
APPROVAL DATE: _____ APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@taubco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Islands, FL		Zip Code 33154
Relationship to Property: owner		

RECEIVER SITE INFORMATION

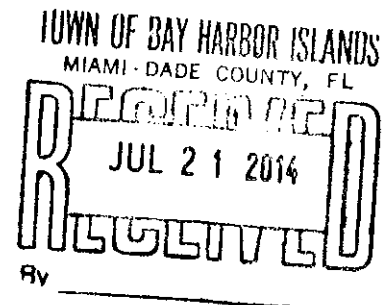
Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@taubco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Islands, FL		Zip Code 33154
Property Address/Location 9161 & 9201 East Bay Harbor Drive		
Legal Description: LOT(S) 19, 20, 21 & 22 BLOCK 1		
Folio Number 13-2227-001-0170 & 13-2227-064-0010		Current Zoning RM-1
Property size 1 acre (1.03)		Purchase date 11/1/2001
Existing use of the property 37 residential units		
Describe Existing Structure on Property Four 2-story buildings		
Dwelling units to be received 9		
Total Dwelling units including TDR 86		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 07/16/2013

If Not, then attach preliminary site plan.



ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☐ No ☒

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name Trio Commons Community Association, Inc.		
Phone (305) 458-1200	e-mail llene@opendoormiami.com	Fax ()
Address 9450 E. Broadview Dr.		
City and State Bay Harbor Islands, FL		Zip Code 33154
Property Address/Location 9970, 9976, 9980 E. Bay Harbor Drive		
Legal Description: LOT(S) 1 BLOCK 8		
Folio Number 13-2227-038-0001	Current Zoning RM-2	Year built 1955
Property size 14,800 s.f.	Purchase date	
Existing use of the property 3 single family homes		
Describe Existing Structure on Property same		
Dwelling units to be transferred to TDR Bank 9 to Receiver Site		
Units permitted 12		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)

Survey must be current (no more than 6 months old)

Receiver Site

Name of Surveyor Blanco Surveyors, Inc.		
Address 555 North Shore Drive, Miami Beach, FL 33141		
Phone (305) 865-1200	e-mail blancosurveyorsinc@ yahoo.com	Fax (305) 865-7810

Donor Site

Name of Surveyor Miguel Espinosa Land Surveying, Inc.		
Address 5511 SW 8 St, Suite 202, Miami, FL 33134		
Phone (305) 262-2992	e-mail	Fax (305) 262-2995

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ Building must have obtained 40 or 50 Year Certification - If Applicable
- ☐ Outstanding Liens or Code Violations must be cured and/or paid - If Applicable

Other inspections to be performed may include, but are not limited to, the following items:

- | | | | |
|---|--|---|---------------------------------------|
| ☐ Exterior paint | ☐ Windows | ☐ Doors | ☐ Elevators |
| ☐ Steps | ☐ Railings | ☐ Landscaping | ☐ Parking area |
| ☐ Pool/Recreation facilities | | ☐ Fences/Walls | ☐ Plumbing |
| ☐ Electrical System | ☐ A/C equipment | ☐ Roof mounted equipment/screening | |
| ☐ Roofing | | | |

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE

[Signature]
Signature of Owner (Applicant)

July 18, '14
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of July, 2014,
by Irwin Tauber on behalf of
Island Club Towers, LLC, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:

[Signature]
Notary Public, State of Florida

Print Name: Joanna Alonso



JOANNA ALONSO
MY COMMISSION # FF 117212
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

DONOR SITE

[Signature]
Signature of Owner (Applicant)

7/17/14
Date

[Signature]
Signature of Owner (Co-Applicant)

7/17/2014
Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of July, 2014,
by Irene Tessier on behalf of
Trio Common Community Assoc, Inc., a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
FLDL-W215-418-45-788-0 (type of identification produced) as identification and did take
an oath.

My Commission Expires:

[Signature]
Notary Public, State of Florida

Print Name: Joanna Alonso



JOANNA ALONSO
MY COMMISSION # FF 117212
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Agreement") is made and entered into as of the ____ day of July, 2014 (the "Effective Date") by and between ISLAND CLUB TOWERS, LLC, a Florida limited liability company (the "Purchaser"), and TRIO COMMONS COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit (the "Seller"). Purchaser and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Seller is the owner of that certain real property located in Miami-Dade County, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Seller Property"). The Seller Property has transferable development rights (collectively, the "TDRs") that can be assigned, transferred and allocated to another property within the Town of Bay Harbor Islands in order to increase the development density of such other property. ~~9 TDRs~~

B. Purchaser is the owner of that certain real property located in Miami-Dade County, Florida more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Property"). Purchaser seeks to purchase from Seller all of the available TDRs of the Seller Property for use in connection with the development and construction of the Property.

C. Seller has agreed to sell the TDRs to Purchaser, and Purchaser has agreed to purchase the TDRs from Seller, upon the terms and conditions contained hereinafter.

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by each Party to the other, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Agreement to Sell and Purchase. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits and adjustments set forth in this Agreement, Purchaser shall pay Seller ~~\$258,000.00~~ **\$387,000** (the "Purchase Price") for the TDRs at "Closing" (as hereinafter defined) in good and immediately available United States funds by wire transfer to an account designated by Seller. The Purchase Price is predicated upon: (i) a per TDR purchase price of \$43,000.00 (the "Per TDR Purchase Price"); (ii) the Seller Property having ~~9~~ **9** TDRs that can be conveyed and allocated to the Property; and (iii) Seller being able to convey and allocate ~~9~~ **9** TDRs from the Seller Property to the Property. If the number of TDRs that can be conveyed and allocated from the Seller Property to the Property is greater or less than ~~9~~ **9** TDRs, then the Purchase Price shall be adjusted up or down based on the actual number of TDRs that can be conveyed and allocated from the Seller Property to the Property multiplied by the Per TDR Purchase Price; it being the intention of the Parties that Purchaser be obligated to pay for the TDRs that can actually be conveyed and allocated from the Seller Property to the Property.

3 *elb*

(b) Purchaser shall deliver to GrayRobinson, P.A. (the "Escrow Agent"), within ten (10) business days after the Effective Date, a "Deposit" in an amount \$25,800.00 to be held in escrow by the Escrow Agent. The Escrow Agent shall hold and disburse the Deposit in and from escrow pursuant to the terms and provisions of this Agreement. Provided this Agreement is not earlier terminated, then at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller; and (ii) Purchaser shall receive a credit against the Purchase Price in the amount of the Deposit.

4. Fees, Costs, Expenses, Credits and Prorations. The Parties agree that:

(a) Seller shall pay (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Seller in connection with the transaction contemplated by this Agreement; and (ii) the cost of all documentary stamp tax, surtaxes and other governmental impositions due on the "Deed" (as hereinafter defined).

(b) Purchaser shall pay: (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Purchaser in connection with the transaction contemplated by this Agreement; and (ii) the cost to record the Deed.

5. Deliveries. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser (collectively, the "Deliveries"): (a) copies of its articles of incorporation, bylaws and declaration of condominium (together with all amendments, modifications and supplements to such articles of incorporation, bylaws and declaration of condominium); (b) copies the approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members in order to enter into and perform under this Agreement and to consummate the transaction contemplated herein; and (c) a copy of a resolution from its board of directors authorizing the execution of and performance under this Agreement and the consummation of the transaction contemplated herein.

6. Inspection Period. Purchaser shall have until 5:00 PM Eastern Standard Time of the date that is sixty (60) days after the Effective Date (the "Inspection Period") to perform whatever due diligence Purchaser elects to perform with respect to the TDRs and Seller's ability to convey the same to Purchaser. If Purchaser is not, in its sole and absolute discretion, satisfied with its due diligence of the TDRs for any reason whatsoever, then Purchaser shall have the right to terminate this Agreement by delivering a written notice of termination to Seller prior to the expiration of the Inspection Period. If Purchaser timely delivers a written notice of termination to Seller, then this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. If, however, Purchaser does not timely deliver such termination notice to Seller, then Purchaser shall have waived its right to terminate this Agreement under this Section.

7. Representations, Warranties, Covenants and Agreements of Seller. Seller hereby represents, warrants, covenants, agrees and states to and with Purchaser as follows:

(a) Seller is the owner of good and marketable fee simple title to the TDRs free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances, and at Closing Seller shall convey to Purchaser good and marketable fee simple title to the TDRs free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances.

(b) Seller has the full right, power and authority to enter into and perform under this Agreement and to consummate the transaction contemplated herein. Seller does not need any further

elb



consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Seller is duly authorized to execute and bind Seller to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Seller.

(c) Neither the entering into of this Agreement, nor the performance of any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Seller of (A) any formation, organizational or governance document of Seller, (B) any agreement, document or instrument to which Seller is a party or by which Seller, the Seller Property or the TDRs are subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Seller, the Seller Property or the TDRs; or (ii) result in the violation of any law, rule, regulation, ordinance, code or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Seller, the Seller Property or the TDRs.

(d) The Deliveries, as delivered to Purchaser, are true, correct and complete copies of each such Delivery.

(e) Seller has obtained all approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members in order to enter into and perform under this Agreement and to consummate the transaction contemplated herein.

(f) Seller has obtained a resolution from its board of directors authorizing the execution of and performance under this Agreement and the consummation of the transaction contemplated herein.

(g) No other person or entity has any right of first refusal, right of first offer or other right to purchase or acquire the TDRs from Seller, and from and after the Effective Date Seller shall not grant or enter into any agreement with any person or entity for any right of first refusal, right of first offer or other right to purchase or acquire the TDRs from Seller.

All of the representations, warranties, covenants, agreements and statements of Seller set forth in this Section shall be true and correct at all times from the Effective Date through and including the "Closing Date" (as hereinafter defined) and shall survive Closing.

8. Representations, Warranties, Covenants and Agreements of Purchaser. Purchaser hereby represents, warrants, covenants, agrees and states to and with Seller as follows:

(a) Purchaser is a validly formed business entity in good standing in the state of its formation and is duly authorized to conduct and transact business in the State of Florida. Purchaser has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Purchaser does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any



of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Purchaser is duly authorized to execute and bind Purchaser to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Purchaser.

(b) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Purchaser of (A) any formation, organizational or governance document of Seller, (B) any agreement, document or instrument to which Purchaser is a party or by which Purchaser is subject or bound, or (C) any judgment, order, writ, injunction or decree issued against or imposed upon Purchaser; or (ii) result in the violation of any law, rule, regulation, ordinance or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Purchaser.

All of the representations, warranties, covenants, agreements and statements of Seller set forth in this Section shall be true and correct at all times from the Effective Date through and including the Closing Date and shall survive Closing.

9. TDR Approval.

(a) Purchaser shall have the right, at all times while this Agreement remains in effect, to apply for, submit to and/or process with the Town of Bay Harbor Islands (the "Town") all applications, petitions and other documents, agreements and/or instruments (any of the foregoing being referred to herein as an "Approval Submittal") necessary to obtain the Town's approval of: (i) of this Agreement and the transaction contemplated herein; and (ii) the conveyance and allocation of the TDRs from the Seller Property to the Property for Purchaser's use in connection with the development and construction of the Property. The approvals referred to in (i) and (ii) are referred to herein collectively as the "TDR Approval". Seller shall cooperate with and assist Purchaser in its efforts to apply for, process and obtain the Approval Submittals and the TDR Approval. In that regard, Seller covenants and agrees, promptly upon the request of Purchaser (but in no event later than ten business (10) days following such request), to execute and deliver to Purchaser all applications, petitions, consents, authorizations and other documents, agreements, instruments necessary for Purchaser to apply for, submit, process and obtain any Approval Submittal and/or TDR Approval. The failure of Seller to execute and deliver to Purchaser any of the foregoing items necessary for Purchaser to submit, process and/or obtain any Approval Submittal and/or TDR Approval within the time period required by this Section shall be a default by Seller under this Agreement (an "Execution/Delivery Default"), and in the event of any Execution/Delivery Default, Purchaser shall have the right (in addition to and not in lieu of any other right or remedy provided to Purchaser in this Agreement as a result of a Seller default) at its election to extend the Inspection Period and Closing Date for a period of time equal to the delay incurred by Purchaser in submitting, processing and/or obtaining any Approval Submittal and/or TDR Approval as a result of the Execution/Delivery Default.

(b) Purchaser shall have the right to modify, amend and/or withdraw any Approval Submittal, as well as postpone, delay and/or withdraw any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered, in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual. If Purchaser postpones, delays and/or withdraws any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered (such public hearing is referred to herein as the "Postponed Hearing" and the Approval Submittal that was to be considered at such public hearing is



referred to herein as the "Postponed Approval Submittal") in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual, then the Inspection Period and Closing Date shall be extended on a day-by-day basis equal to the number of days between the date of the Postponed Hearing and the date of the re-scheduled public hearing at which the Postponed Approval Submittal is actually considered. Seller covenants and agrees: (i) not to withdraw, hinder, delay or object to the execution, delivery, preparation, submission, processing, hearing of, amendment to or modification of any Approval Submittal or TDR Approval in any way whatsoever (whether directly or indirectly), unless otherwise requested to do so by Purchaser in writing; and (iii) not to seek any amendment, modification, rescission, cancellation or termination of any Approval Submittal or TDR Approval, whether now or hereafter existing, unless otherwise requested to do so by Purchaser in writing.

10. Closing Conditions.

(a) Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to Purchaser's obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) Seller shall not be in default of any term, covenant, condition or other provision of this Agreement; (ii) all of the representations, warranties, covenants, agreements and statements of Seller set forth in Section 7 above shall be true and correct in all respects; and (iii) the Town adopts a resolution issuing the TDR Approval (i.e., approval of this Agreement and the transaction contemplated herein, and approval of the conveyance and allocation of the TDRs from the Seller Property to the Property for Purchaser's use in connection with the development and construction of the Property), and all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed (such date on which all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed is referred to herein as the "TDR Approval Date").

(b) If there is a failure of a Condition Precedent at any time prior to the Closing Date, then Purchaser shall have the right (in addition to, and not in lieu of any other right or remedy Purchaser may have as the result of such failure), in its sole and absolute discretion, to: (i) terminate this Agreement by delivering a written notice of termination to Seller on the Closing Date, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; or (ii) extend the Closing Date for a reasonable period of time (as determined by Purchaser in its sole and absolute discretion) (A) to allow Seller an opportunity to cure such failure, and/or (B) to obtain the TDR Approval, whichever the case may be. Should Purchaser elect to extend the Closing Date under (ii) above, Purchaser shall retain the right to elect (i) above anytime thereafter until the Condition Precedent at issue is satisfied.

11. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Purchaser a Warranty Deed for Transfer of Development Rights, or such other instrument as the Town may require (in either event, the "Deed"), in recordable form, conveying the TDRs to Purchaser in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances; (b) Seller shall deliver copies of the approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members authorizing the transaction contemplated herein and the consummation thereof; (c) Seller shall deliver to Purchaser a resolution, in recordable form, from the board of directors of Seller authorizing the transaction contemplated herein and the consummation thereof (including, without limitation, the authority to execute and deliver the Deed) by Seller; (d) Purchaser shall deliver a resolution to Seller authorizing the transaction contemplated herein and the consummation thereof by Purchaser; and (e) each Party shall execute and deliver to the other Party a closing statement in usual and customary



form. All of the closing documents referenced in this Section shall be in form and substance reasonably acceptable to Purchaser.

12. Closing. The "Closing", subject to the terms and provisions of this Agreement, shall take place at the offices of the Escrow Agent commencing at 11:00 AM on the date that is the first to occur of (the "Closing Date"): (a) the date that is ten (10) business days after the date on which Purchaser obtains a building permit for vertical construction on the Property; and (b) the date that is six (6) months after the Effective Date (the "Outside Closing Date"); provided, however Purchaser shall have the right to accelerate the Closing Date to any earlier date on not less than ten (10) business days written notice to Seller.

13. Default.

(a) If Purchaser defaults on any term, covenant, condition or other provision of this Agreement after the expiration of the Inspection Period, and provided Seller is not in default of any term, covenant, condition, representation or warranty of this Agreement, then Seller shall have as its sole and exclusive remedy for such default the right to terminate this Agreement by giving a written notice of termination to Purchaser, whereupon this Agreement shall terminate, the Escrow Agent shall deliver the Deposit to Seller as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Purchaser, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Purchaser's default under this Agreement based on the fact that the exact amount of damages that Seller may incur is incapable of ascertainment. Notwithstanding the foregoing, Purchaser shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Purchaser, and (ii) Purchaser shall have failed to cure the default within a period of fifteen (15) days after receiving notice of such default; provided, however, the foregoing notice and cure period shall not apply to and there shall be no notice or cure period for any failure of Purchaser to close on the sale of the TDRs on the Closing Date.

(b) If Seller defaults on any term, covenant, condition or other provision of this Agreement, and provided Purchaser is not in default of any term, covenant, condition, representation or warranty of this Agreement, then Purchaser shall have (in addition to and not in lieu of any other right or remedy provided in this Agreement as a result of a default by Seller) the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser, Seller shall immediately reimburse Purchaser an amount equal to all fees, costs, expenses and other charges incurred by Purchaser in connection with the transaction contemplated by this Agreement through the date of such termination (collectively, the "Actual Costs"), and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; (ii) to waive the default and close on and take title to the TDRs subject to such default without any reduction in the Purchase Price or extension of the Closing Date; and/or (iii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. In addition, if Purchaser terminates this Agreement under (i) above, but Seller fails or refuses to pay Purchaser the entire amount of the Actual Costs within ten (10) days after written demand for the same is made, then Purchaser shall have the right to record a lien against the Seller Property in the Public Records of Miami-Dade County, Florida to secure Seller's obligation to pay the Actual Costs with the right to foreclose such lien in accordance with applicable law. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (xi) Purchaser shall have first provided written notice of the default to Seller, and (xii) Seller shall have failed to cure the default within a period of fifteen (15) days after receiving notice of such default; provided, however, the foregoing notice and cure period shall

not apply to and there shall be no notice or cure period for any failure of Seller to close on the sale of the TDRs on the Closing Date, or any failure of Seller to execute and/or deliver to Purchaser any item necessary for Purchaser to apply for submit, process and/or obtain any Approval Submittal and/or TDR Approval within the time period required by Section 9 above.

14. Notices. All notices to be given under this Agreement shall be in writing and sent to the Parties at the addresses set forth below, by hand delivery; by email with any attachment thereto in PDF format, provided that the Party receiving such email confirms receipt thereof by return email or the Party sending such email notice also delivers a second form of notice by hand delivery or overnight mail that is received the following day; or by a nationally recognized overnight courier service. Any such notice shall be deemed received upon the earlier of receipt or refusal by the addressee.

Notices to Purchaser shall be sent to 9551 East Bay Harbor Drive, Bay Harbor, Florida 33154, Attn: Irwin Tauber, Phone No. (305) 861-8181, email address itauber@taubco.com; together with a copy to GrayRobinson, P.A., Attn: James D. Barnett, Esq., 401 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301, Phone No. (954) 761-8111, email address jim.barnett@gray-robinson.com.

Notices to Seller shall be sent to 1021 Kane Concourse, Bay Harbor Islands, Florida 33154, Attn: Ilene Tessler, Phone No. (305) 458-1200, email address Ilene@opendoormiami.com.

Notices to Escrow Agent shall be sent to GrayRobinson, P.A., Attn: James D. Barnett, Esq., 401 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301, Phone No. (954) 761-8111, email address jim.barnett@gray-robinson.com; together with a copy to the other Party and any person designated by such other Party to receive notice on its behalf.

The place to which any Party, or person designated to receive any notice on behalf of any Party, is entitled to receive any notice may be changed by such Party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Parties are authorized to send and receive notices and demands for and on behalf of their respective clients under this Agreement.

15. Broker. Each Party represents and warrants to the other that there are and have been no real estate brokers, agents or finders involved with respect to this Agreement or the transaction contemplated herein. Each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party (the "Indemnified Party") harmless from and against any claim, cause of action, loss, damage, liability, fee, cost or expense incurred by the Indemnified Party (including reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) as a result of any breach by the Indemnifying Party of the foregoing representation and warranty. This Section shall survive Closing or any earlier termination of this Agreement.

16. Escrow Agent. The Escrow Agent shall hold in and disburse from escrow any monies and documents delivered to it by the Parties in accordance with the terms and provisions of this Agreement. The Escrow Agent is authorized and directed to place the Deposit in a non-interest bearing escrow account with any financial institution having branches in Miami-Dade County, Broward County and/or Palm Beach County. The Escrow Agent shall not be liable for any actions taken by it in good faith, but only for its gross negligence or willful misconduct. Each Party agrees to indemnify and hold the Escrow Agent harmless from and against any and all claims, demands, losses, liabilities, damages, fees, costs and expenses (including reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) which the Escrow Agent may incur in its capacity as escrow agent under this Agreement, except for any such claim, demand, loss, liability, damage, fee, cost and/or expense incurred as a result of the Escrow Agent's gross negligence or willful misconduct. If there is any dispute as to the disposition of any monies or documents held by the Escrow Agent, then the Escrow Agent is hereby authorized to interplead such monies and/or documents into any court of competent jurisdiction

and thereby be released from all obligations and liabilities hereunder. Seller hereby acknowledges that the Escrow Agent represents Purchaser in the transaction contemplated by this Agreement and hereby consents to and approves of such representation.

17. Miscellaneous.

(a) This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. The Parties hereby knowingly and voluntarily waive the right to a trial by jury of any claim, controversy or disputed matter between them. The prevailing Party in any action, litigation or other proceeding that is based on any claim, controversy or other disputed matter arising under, out of or in connection with this Agreement (or any agreement, document or instrument executed or contemplated to be executed in conjunction herewith) shall recover from the non-prevailing Party all fees, costs and expenses (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) incurred by the prevailing Party in such action, litigation or other proceeding. This Section shall survive Closing or any earlier termination of this Agreement.

(b) The Parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. If any term, provision or portion of this Agreement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Agreement shall be given its nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Agreement, which remaining terms, provisions and portions of this Agreement will remain in full force and effect.

(c) This Agreement includes all exhibits and amendments that are executed in connection herewith, whether executed simultaneously with or subsequent to the execution of this Agreement. This Agreement, together with all such now or hereafter existing exhibits and amendments, contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and all prior or contemporaneous terms, covenants, conditions, representations, warranties, statements, agreements and understandings made by or on behalf of the Parties, whether oral or written, are merged herein. This Agreement may not be amended or modified except by a written instrument executed by the Party against whom enforcement of such amendment or modification is sought. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

(d) No default, term, covenant, condition or other provision of this Agreement may be waived by a Party, except by a written instrument executed by the Party against whom enforcement of such waiver is sought.

(e) Time is of the essence with respect to each and every term, covenant and condition of this Agreement and the Parties' performance of the same; provided, however (i) any reference in this Agreement to a time period of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, (ii) any reference in this Agreement to a time period of six (6) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays, and (iii) if the last day of any time period is a Saturday, Sunday or legal holiday, then such period shall be extended to 5:00 PM. Eastern Standard Time on the next day that is not a Saturday, Sunday or legal holiday.



(f) Purchaser shall have the right to assign this Agreement to any entity that purchases or otherwise acquires the Property from Purchaser provided such assignment is made pursuant to a written assignment and assumption agreement wherein Purchaser assigns all of its right, title and interest in and to this Agreement (including the Deposit) to the assignee and the assignee accepts such assignment and agrees to be bound by and to perform the terms, conditions, covenants, agreements and other provisions of this Agreement; and, upon any such assignment: (i) Purchaser shall be released from all obligations and liabilities under this Agreement, and (ii) Seller shall close on the transaction contemplated by this Agreement with the assignee as if the assignee was the original party to this Agreement. This Section shall survive Closing.

(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the terms or provisions set forth therein.

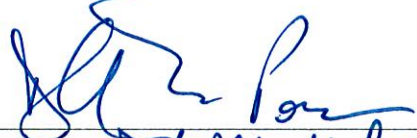
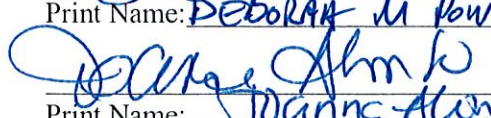
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

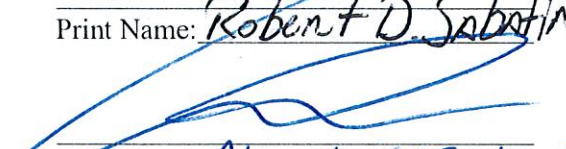
[signatures follow on next page]



IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

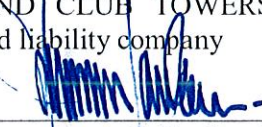
Signed, sealed and delivered
in the present of:


Print Name: DEBORAH M POWERS

Print Name: JOANNA ALVARADO


Print Name: Robert D. Sabatino

Print Name: Alexander Tauber

PURCHASER:

ISLAND CLUB TOWERS, LLC, a Florida
limited liability company

By: 
Irwin E. Tauber, Manager

Date: July 18, 14

SELLER:

TRIO COMMONS COMMUNITY
ASSOCIATION, INC., a Florida corporation
not-for-profit

By: 
Name: Irene Tessler
Title: President

Date: 7/17/14

EXHIBIT "A"

The Legal Description of the Seller Property

Declaration of Condominium recorded in Official Records Book 25556, Page 034, of the Public Records of Miami-Dade County, Florida

Exhibit "A"

A handwritten signature in black ink, appearing to be "JL" or similar, located at the bottom right of the page.

EXHIBIT "B"

The Legal Description of the Property

Parcel 1:

Lots 19 and 20, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Condominium Units 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, and 9B, of Bay Isle Condominium, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements.





OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/21/2014

Property Information	
Folio:	13-2227-038-0001
Property Address:	9970 E BAY HARBOR DR <
Owner	REFERENCE ONLY
Mailing Address	
Primary Zone	0000
Primary Land Use	0000 REFERENCE FOLIO
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	0



Assessment Information			
Year	2013	2012	2011
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$0	\$0	\$0
Assessed Value	\$0	\$0	\$0

Benefits Information				
Benefit	Type	2013	2012	2011
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
BAY HARBOR ISLAND	
PB 46-5 LOT 1 BLK 8	
TRIO CO-OP APTS INC	
F/A/U 13 2227 01 1630	
TERMINATION OF COOP	

Taxable Value Information			
	2013	2012	2011
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

CFN 2007R0405181
OR 8k 25556 Pgs 0302 - 3031 (2pgs)
RECORDED 04/23/2007 12:03:07
DEED DOC TAX 0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

CFN 2007R1091304
OR 8k 26046 Pgs 0970 - 9711 (2pgs)
RECORDED 11/14/2007 11:26:09
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

RECORD & RETURN TO:
THIS INSTRUMENT PREPARED BY:
JERALD C. CANTOR, ESQ.
PHILLIPS, Cantor & Berlowitz, P.A.
4000 Hollywood Blvd., Suite 375-S
Hollywood, FL 33021
PROPERTY APPRAISER'S PARCEL NO.
Parcel A: 13-2227-038-0030
Parcel B: 13-2227-038-0020
Parcel C: 13-2227-038-0010

This Warranty Deed is being re-recorded for corrective purposes
WARRANTY DEED (Statutory Form-Section 689.02, F.S.)

THIS INDENTURE, made this 23rd day of March, 2007, BETWEEN Trio Co-Operative Apartment, Inc., a dissolved Florida corporation, grantor, whose post office address is 9450 E. Broadview Drive, Bay Harbor, FL 33154 and Trio Commons Community Association, Inc., Florida not-for-profit corporation, whose post office address is 9450 E. Broadview Drive, Bay Harbor, Florida 33154, grantee*.

WITNESSETH that said grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to wit:

Lot 1, Block 8, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida, less and except the following:

Parcel "A" (Bldg 9970): a/k/a 9970 E. Bay Harbor Dr., Bay Harbor Island, FL
A portion of Lot 1, Block 8, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Commence at the Southeasterly corner of said Lot 1, said point on commencement being on the westerly right-of-way line of East Bay Harbor Drive, thence West along the Southerly boundary line of said Lot 1, for 62.95 feet; thence N13°25'54" W for 10.39 feet to the point of beginning; thence N76°34'06" E for 41.00 feet; thence N13°25'54" W for 41.50 feet; thence S76°34'06" W for 41.00 feet; thence S13°25'54" E for 41.50 feet to the point of beginning containing 1,660 square feet.

and

Parcel "B" (Bldg 9976): a/k/a 9976 E. Bay Harbor Dr., Bay Harbor Island, FL
A portion of Lot 1, Block 8 of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Commence at the Southeasterly corner of said Lot 1, said point on commencement being on the westerly right-of-way line of East Bay Harbor Drive, thence West along the Southerly boundary line of said Lot 1, for 122.48 feet; thence N13°25'54" W for 10.37 feet to the point of beginning; thence N76°34'06" E for 41.00 feet; thence N13°25'54" W for 41.50 feet; thence S76°34'06" W for 41.00 feet; thence S13°25'54" E for 41.50 feet to the point of beginning containing 1,660 square feet.

and

OR BK 26046 PG 0973
LAST PAGE

Parcel "C" (Bldg 9980: (9980) a/k/a 9980 E. Bay Harbor Dr., Bay Harbor Island, FL
A portion of Lot 1, Block 8, of Bay Harbor Island, according to the Plat thereof, as recorded in
Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida; being more
particularly described as follows:

Commence at the Southeasterly corner of said Lot 1, said point on commencement being on
the westerly right-of-way line of East Bay Harbor Drive, thence West along the Southerly
boundary line of said Lot 1, for 143.22 feet; thence North for 23.50 feet to the point of
beginning; thence North for 41.50 feet; thence West for 40.00 feet; thence South for 41.50
feet; thence East for 40.000 feet to the point of beginning containing 1,660 square feet.

SUBJECT TO: Taxes for the year 2007 and subsequent years; zoning and/or restrictions and
prohibitions imposed by governmental authority; restrictions and other matters appearing on
the plat and/or common to the subdivision; utility easements of record; matters contained in
the above described Declaration of Condominium.

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

*"Grantor" and "Grantee" are used for singular and plural, as context requires.

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

Signed, sealed, and delivered
in the presence of:

Trio Co-Operative Apartment, Inc., a dissolved
Florida corporation

Print Name: Annette Starkey

By: Ilene Tessler

Ilene Tessler, President

Print Name: PATRICIA WATZEL

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments,
personally appeared Ilene Tessler as President of Trio Co-Operative Apartment, Inc., a dissolved Florida
corporation, who is personally known to me or has produced a driver's license to be the person described in
and who executed the foregoing instrument and who did/did not take an oath and they acknowledged before
me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of March,
2007.

(SEAL)



Annette M. Starkey
My Commission DO244983
Expires August 28, 2007

Notary Public, State of Florida

My commission expires: 8-28-07
Print Name: Annette Starkey



CFN 20080321343
DR Bk 26334 Pgs 0468 - 4741 (7pgs)
RECORDED 04/18/2008 15:50:55
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:
Jerald C. Cantor, Esquire
Phillips, Cantor & Berlowitz, P.A.
4000 Hollywood Boulevard, Suite 375-S
Hollywood, Florida 33021

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR TRIO COMMONS COMMUNITY ASSOCIATION**

This Amendment is entered into this 9th day of April, 2008 by Trio Commons Community Association, Inc., a Florida not-for-profit corporation (the "Association") pursuant to Article XI, Section 3(a) of the Declaration of Covenants and Restrictions for Trio Commons Community Association (the "Declaration").

RECITALS:

- A. The Declaration was recorded on April 23, 2007 in Official Records Book 25556, Page 034 of the Public Records of Miami-Dade County, Florida.
- B. The Association wishes to amend the Declaration in the following manner as set forth below.

NOW THEREFORE, the Declaration is hereby amended as follows:

- 1. Article I, Definitions, Section 1 is hereby deleted and in its place and stead the following is hereby substituted:

ARTICLE I – DEFINITIONS

Section 1. The following words shall have the following meanings:

- a) "Articles" means the Articles of Incorporation of the Association.
- b) "Assessments" means any Periodic Assessment, Special Assessment or other charge as described in Section 2 of Article V.
- c) "Assessment Period" shall mean a calendar month commencing the first day of January of each year, unless otherwise provided by the Board of Directors.
- d) "Association" shall mean and refer to Trio Commons Community Association, Inc. whose purpose is to administer the Properties in accordance with the provisions of the Land Use Documents.

- m) "Residential Parcel" shall mean and refer to each portion of land shown upon the Survey which has been designated to contain a single family dwelling. The legal descriptions of the residential parcels are attached hereto and made a part hereof as Exhibit "C", and a depiction of the residential parcels appears on Exhibit "C" attached hereto and made a part hereof which designates the parcel and address number for each residential parcel.
 - n) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.
 - o) "Notice" shall mean and refer to:
 - i. Written Notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the By-laws of the Association; or
 - ii. Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Miami-Dade County; or
 - iii. Notice given in any other manner provided in the By-laws of the Association.
 - p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.
 - q) "Properties" shall mean and refer to the property described in Section 1 of Article II of this Declaration.
 - r) "Rules" means any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under any Land Use Document.
 - s) "Single Family" shall mean and refer to either a single person occupying a dwelling and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a dwelling and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a dwelling as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.
2. Except as amended, the Declaration is hereby ratified and confirmed and all other respects.

Exhibit "A"

Lot 1, Block 8, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida, **less and except** the following:

Parcel "A" (Bldg 9970):

A portion of Lot 1, Block 8, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Commence at the Southeasterly corner of said Lot 1, said point on commencement being on the westerly right-of-way line of East Bay Harbor Drive, thence West along the Southerly boundary line of said Lot 1, for 62.95 feet; thence N13°25'54" W for 10.39 feet to the point of beginning; thence N76°34'06" E for 41.00 feet; thence N13°25'54" W for 41.50 feet; thence S76°34'06" W for 41.00 feet; thence S13°25'54" E for 41.50 feet to the point of beginning containing 1,660 square feet.

a/k/a 9970 E. Bay Harbor Drive, Bay Harbor Island, Florida

and

Parcel "B" (Bldg 9976):

A portion of Lot 1, Block 8 of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Commence at the Southeasterly corner of said Lot 1, said point on commencement being on the westerly right-of-way line of East Bay Harbor Drive, thence West along the Southerly boundary line of said Lot 1, for 122.48 feet; thence N13°25'54" W for 10.37 feet to the point of beginning; thence N76°34'06" E for 41.00 feet; thence N13°25'54" W for 41.50 feet; thence S76°34'06" W for 41.00 feet; thence S13°25'54" E for 41.50 feet to the point of beginning containing 1,660 square feet.

a/k/a 9976 E. Bay Harbor Drive, Bay Harbor Island, Florida

and

Parcel "C" (Bldg 9980):

A portion of Lot 1, Block 8, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Commence at the Southeasterly corner of said Lot 1, said point on commencement being on the westerly right-of-way line of East Bay Harbor Drive, thence West along the Southerly boundary line of said Lot 1, for 143.22 feet; thence North for 23.50 feet to the point of beginning; thence North for 41.50 feet; thence West for 40.00 feet; thence South for 41.50 feet; thence East for 40.000 feet to the point of beginning containing 1,660 square feet.

a/k/a 9980 E. Bay Harbor Drive, Bay Harbor Island, Florida

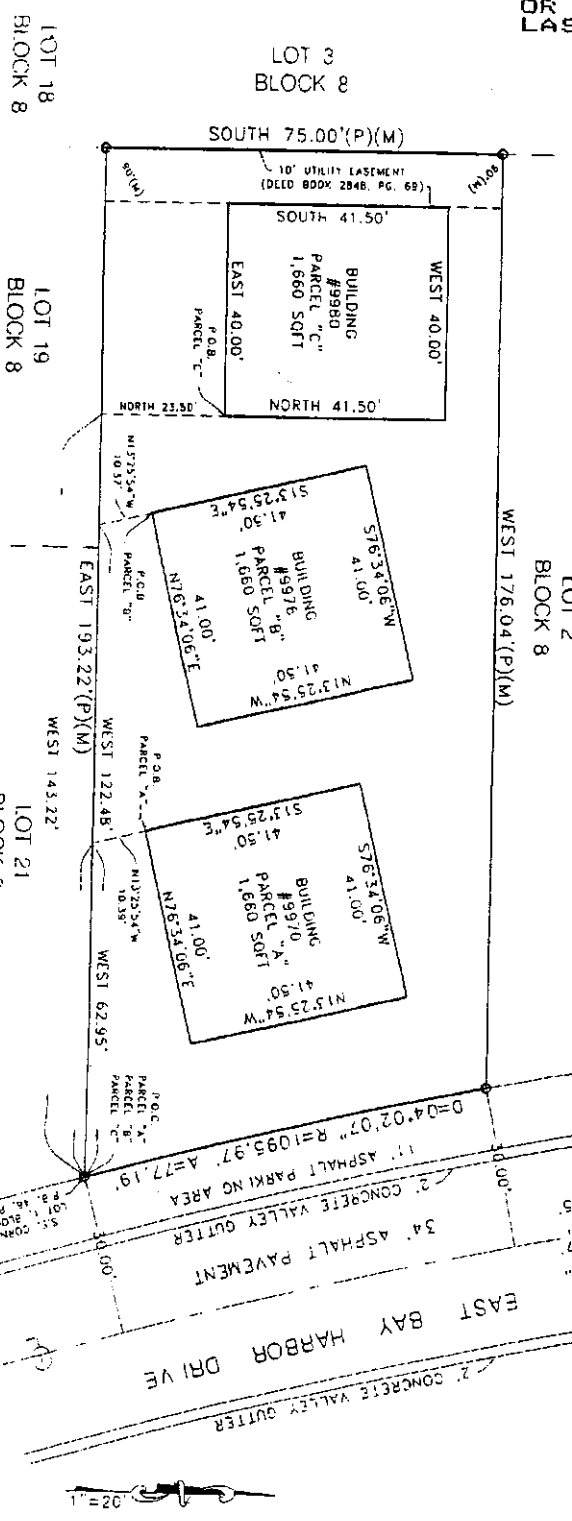
LEGAL DESCRIPTION PARCEL "A" (BLDG #9970)

A PORTION OF LOT 1, BLOCK 8 OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AT THE SOUTHEAST CORNER OF SAID LOT 1, COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1, RIGHT-OF-WAY LINE OF EAST BAY HARBOR DRIVE, THENCE WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1, 100.00 FEET, THENCE NORTH 41.50° E, 100.00 FEET TO THE POINT OF BEGINNING, THENCE 1.660 SQUARE FEET TO THE POINT OF BEGINNING, CONTAINING 1.660 SQUARE FEET.

LEGAL DESCRIPTION PARCEL "B" (BLDG #9976)

A PORTION OF LOT 1, BLOCK 8 OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AT THE SOUTHEAST CORNER OF SAID LOT 1, COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1, RIGHT-OF-WAY LINE OF EAST BAY HARBOR DRIVE, THENCE WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1, 100.00 FEET, THENCE NORTH 41.50° E, 100.00 FEET TO THE POINT OF BEGINNING, THENCE 1.660 SQUARE FEET TO THE POINT OF BEGINNING, CONTAINING 1.660 SQUARE FEET.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF #9970-#9976-#9980 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND, FLORIDA



100th STREET
EAST BAY HARBOR DRIVE
LOT 1, BLOCK 8
LOT 18, BLOCK 8
LOT 19, BLOCK 8
LOT 21, BLOCK 8

ABBREVIATIONS
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

MIGUEL ESPINOSA
LAND SURVEYING, INC.

5511 SW 8th STREET - SUITE 202
MIAMI, FLORIDA 33154
PHONE: (305) 262-2892
FAX: (305) 262-2895
WWW.ESPINOSALANDSURVEYING.COM



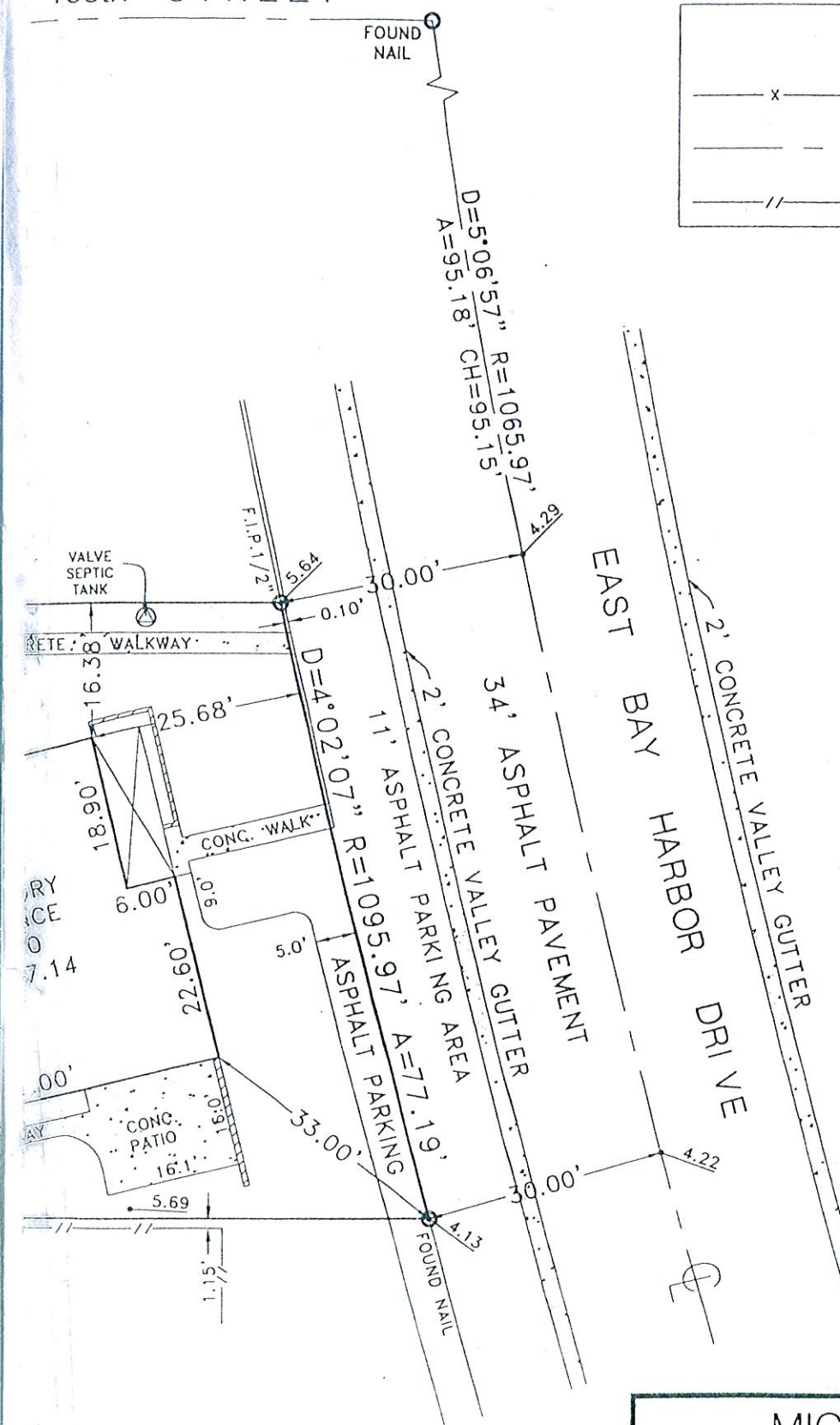
SYMBOLS:	
	WATER METER
	POWER POLE
	CENTER LINE



#9970-#9976-#9980 EAST BAY HARBOR
BAY HARBOR ISLAND, FLORIDA

100th STREET

LINE TYPES:	
	CENTER LINE
	CHAIN LINK FENCE
	WOOD FENCE



Donor site

SHEET 2 OF 2

MIGUEL ESPINOSA
LAND SURVEYING, INC.

5511 SW 8th STREET - SUITE 202
MIAMI, FLORIDA 33134
PHONE: (305) 262-2992
FAX: (305) 262-2995
www.espinosalandsurveying.com

RESOLUTION NO. 1170-A

**A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE
SITE DEVELOPMENT PLAN APPLICATION FOR THE ISLAND
HOUSE PROJECT.**

WHEREAS, on December 11, 2012, Island Club Towers, LLC ("Applicant"), filed an initial application and, thereafter, filed revised Site Development Plans on April 26, 2013, May 15, 2013, and May 30, 2013, for Site Plan approval for a 87-unit condominium building, with two (2) levels of parking including subterranean parking, and seven (7) stories of habitable units on top of the parking (the "ISLAND HOUSE") located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20, 21 and 22 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County; and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances; and

WHEREAS, on July 16, 2013, the Town's Planning and Zoning Board approved the Site Plan for the ISLAND HOUSE Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Town's Code of Ordinances with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. Finding. The Planning and Zoning Board finds that the ISLAND HOUSE Project is consistent with the criteria in Sections 5-23.1 and 23-11(B1)(6) and approves the site plan titled "ISLAND HOUSE" on July 16, 2013, subject to the conditions set forth below for approval.
3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. Conditions of Approval.
 - A. Approval is based on the Site Development Plans dated May 30, 2013. Any changes thereto shall require separate approvals from the Town staff and/or the Planning and Zoning Board as specified in the Town Code.
 - B. Any existing overhead power lines adjoining the site must be placed underground during the redevelopment of the site at the sole expense of the developer.
 - C. The Applicant shall coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at public schools that serve the Town. If mitigation is required an agreement/payment must be finalized prior to the issuance of building permits.
 - D. The ISLAND HOUSE Project is required to obtain 51 additional TDR dwelling units and receive approval from Town Council to utilize such TDRs for the ISLAND HOUSE Project prior to the issuance of a building permit.
 - E. The ISLAND HOUSE Project shall be reviewed by the Miami-Dade County Fire Department. When the Miami-Dade Fire Department formally reviews the Project, if any substantial site design changes are required, further approval of the Site Development Plan may be required by the Town.
 - F. A unity of title joining Lots 19, 20, 21, and 22, acceptable in form by the Town Attorney, shall be prepared by the Applicant and recorded in the Miami-Dade Public Records.
 - G. The Applicant shall make the following revisions to the site plan and such revisions shall be reviewed and approved by the Town's staff:
 1. Applicant shall make the Third Level (above the lobby and within the breezeway) useable space with railings and acceptable landscaping.
 2. Applicant shall further articulate the Parking Garage on the rear of the building (first level) and the second level (referred to as the East Elevation on Page A-

401 of the Site Plan), by the indentation of 14'7" from the rear set back to align with the breezeway units on the upper floors and to encase the articulation (indentation) with glass (this articulation may cause a loss of two (2) parking spaces).

3. Applicant shall further articulate (break up) the balconies on the West Elevation (referred to as the West Elevation on Page A-401 of the Site Plan) similar to the balconies on the East Elevation (referred to as the East Elevation on Page A-401 of the Site Plan).
4. Applicant shall eliminate both units referred to as A-2 on the sixth (6th) level on page A-105 of the Site Plan (located above the breezeway). Applicant may, however, convert the Penthouse Unit on the eighth (8th) level (referred to as PH Unit on the Page A-106 of the Site Plan) into two (2) units.
5. Applicant shall move the back flow preventer to the side of the building.
6. Applicant shall add fenestration to the units facing the breezeway.

H. The Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. The Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Town's Code of Ordinances or other valid extension as prescribed by Florida law.

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

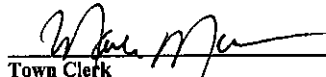
6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 16th day of July, 2013.

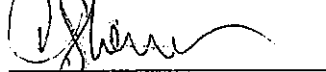
**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

By: 
Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE PLANNING AND ZONING BOARD OF
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING THE SITE DEVELOPMENT PLAN APPLICATION
FOR THE ISLAND HOUSE PROJECT.**

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- F. A unity of title joining Lots 19, 20, 21, and 22, acceptable in form by the Town Attorney, shall be prepared by the Applicant and recorded in the Miami-Dade Public Records.
- G. The Applicant shall make the following revisions to the site plan and such revisions shall be reviewed by the Town's staff. The Town's Staff may approve, reject, or may submit the revisions (in whole or in part) by the staff to the Planning and Zoning Board for approval:
 - 1. Applicant shall make the Third Level (above the lobby and within the breezeway) useable space with railings and acceptable landscaping.
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5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED this _____ day of _____, 2013.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: _____
Chair Person

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney



March 14, 2014

Town Council

Robert H. Yaffe
Mayor

Jordan W. Leonard
Vice-Mayor

Stephonie Bruder
Council Member

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Solange M. Rousselot
Council Member

Isaac Salver
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

Matthew Amster, Esq.
Senior Associate
Bercow Radell & Fernandez, P.A.
200 S. Biscayne Blvd. Suite 850
Miami, FL 33131

RE: **ISLAND HOUSE PROJECT**
9161 & 9201 E. BAY HARBOR DRIVE

Dear Mr. Amster:

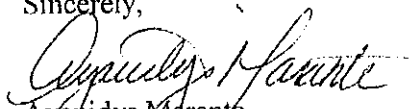
We are in receipt of your request dated March 11, 2014 requesting an extension for the deadline to submit full construction drawings for the project referred to as "Island House", located at 9161 and 9201 E. Bay Harbor Drive.

The extension has been approved until **October 4, 2014**. After that time, no more extensions will be granted and the approval of the project will expire.

If the project expires your client will have to start the process and approvals all over again.

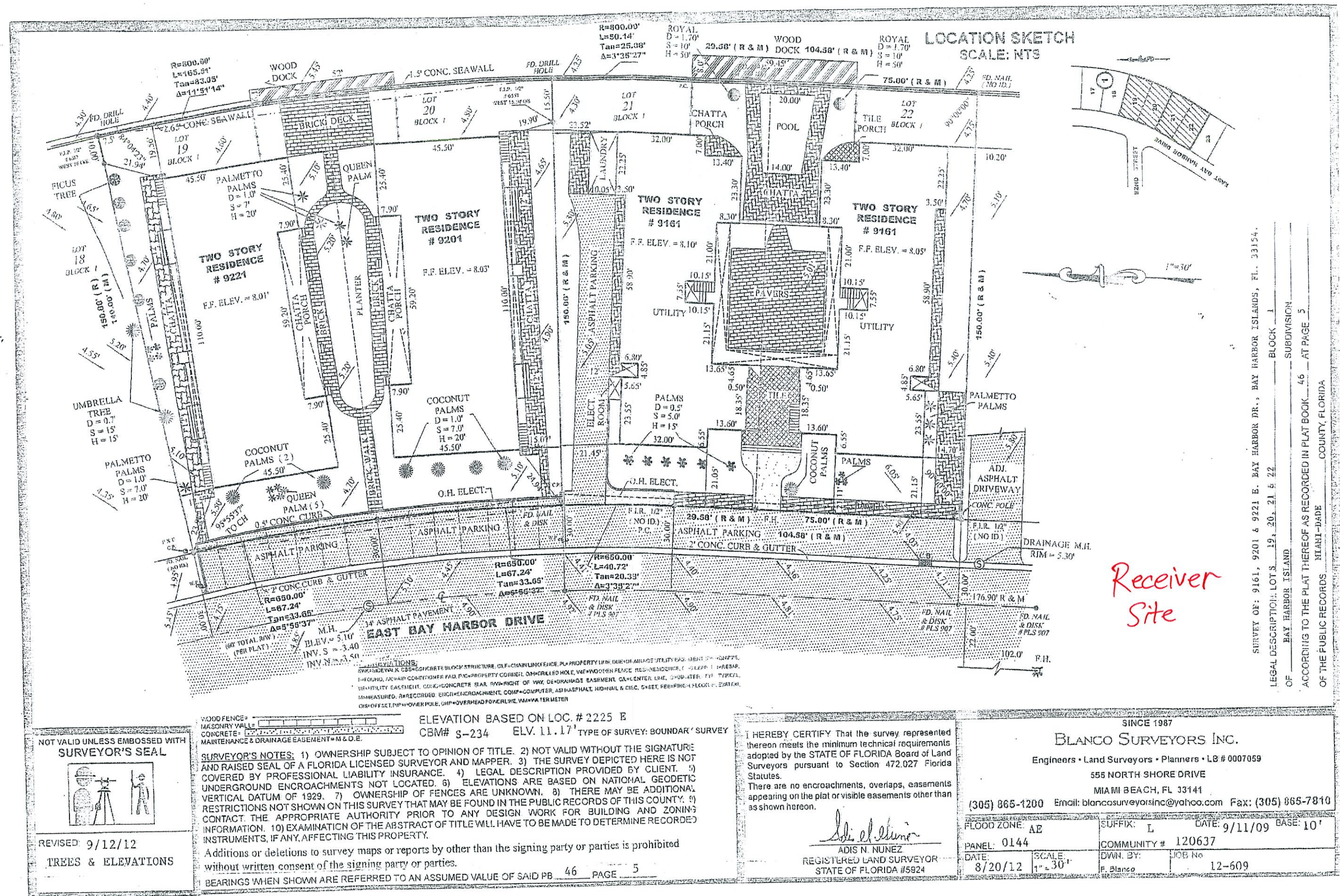
If you have any further question, please do not hesitate to contact me at 305-993-1786.

Sincerely,


Ayanidys Marante
Building and Zoning Supervisor

AM/am

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER





August 6, 2014

Marlene Marante, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Robert H. Yaffe
Mayor

Jordan W. Leonard
Vice-Mayor

Stephanie Bruder
Council Member

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Solange M. Rousselot
Council Member

Isaac Salver
Council Member

RE: PROPOSED NEW MULTI-FAMILY
Transfer of Development Rights
9970-80 E. Bay Harbor Drive ~ 13-2227-038-0030

Dear Ms. Marante:

As per your request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS

1. Exterior paint (good condition)
2. Pool/Recreation (No Pool)
3. Landscaping (good condition)
4. Windows - Need putty around glass panels (9970 & 9976)
5. Roof (good condition)
6. Doors (good condition)
7. A/C Condensing units under base flood elevation (9970 & 9976)

PLUMBING REPAIRS ~ No Repairs Required

MECHANICAL REPAIRS ~ No Repairs Required

ELECTRICAL REPAIRS ~ No Repairs Required

This property was built in 1955. These being a detached triplex. It's considered 3 individual homes and not a multi-family dwelling. They do not require re-certification.

Attached are pictures for your records pertaining to the site.

If you have any further question or comments please feel free to contact me.

Sincerely,

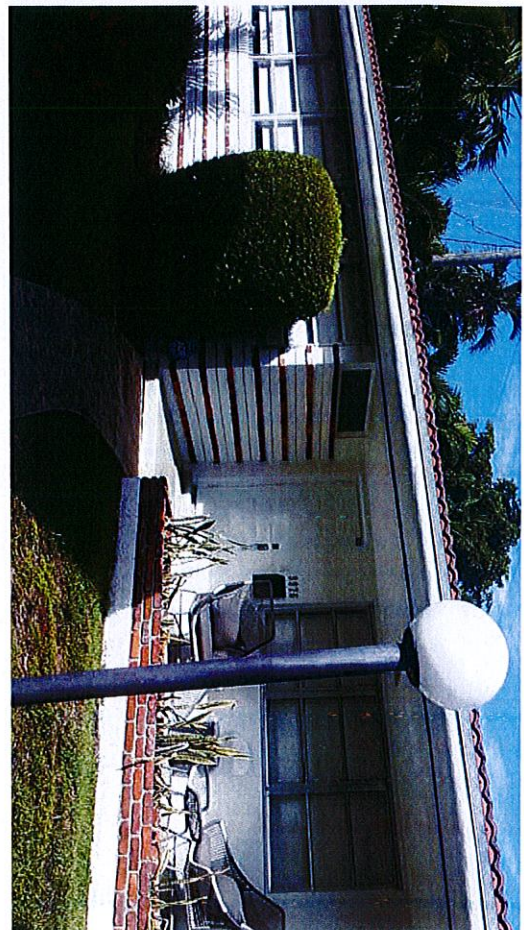
Dale E. Lee,
Chief Building Official

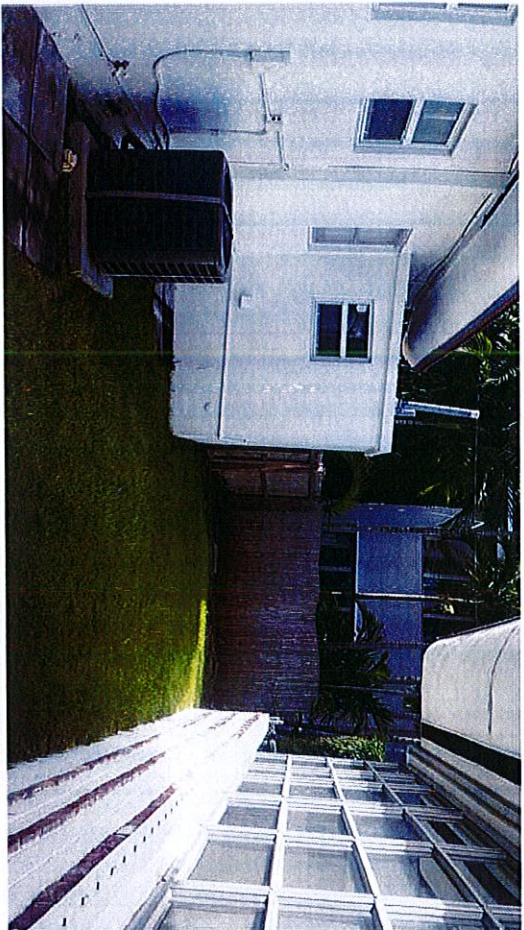
Town Officials

Ronald J. Wasson
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney





Town of Bay Harbor Islands Code Compliance Department

TDR Inspection

Date: July 30, 2014

Property Address: Trio Commons Community Association, Inc.
9970, 9976, 9980 East Bay Harbor Drive
Bay Harbor Islands, FL 33154



Building 9970- No violations observed.



Building 9976- No violations observed.

Town of Bay Harbor Islands Code Compliance Department

TDR Inspection



Building 9980- No violations observed.

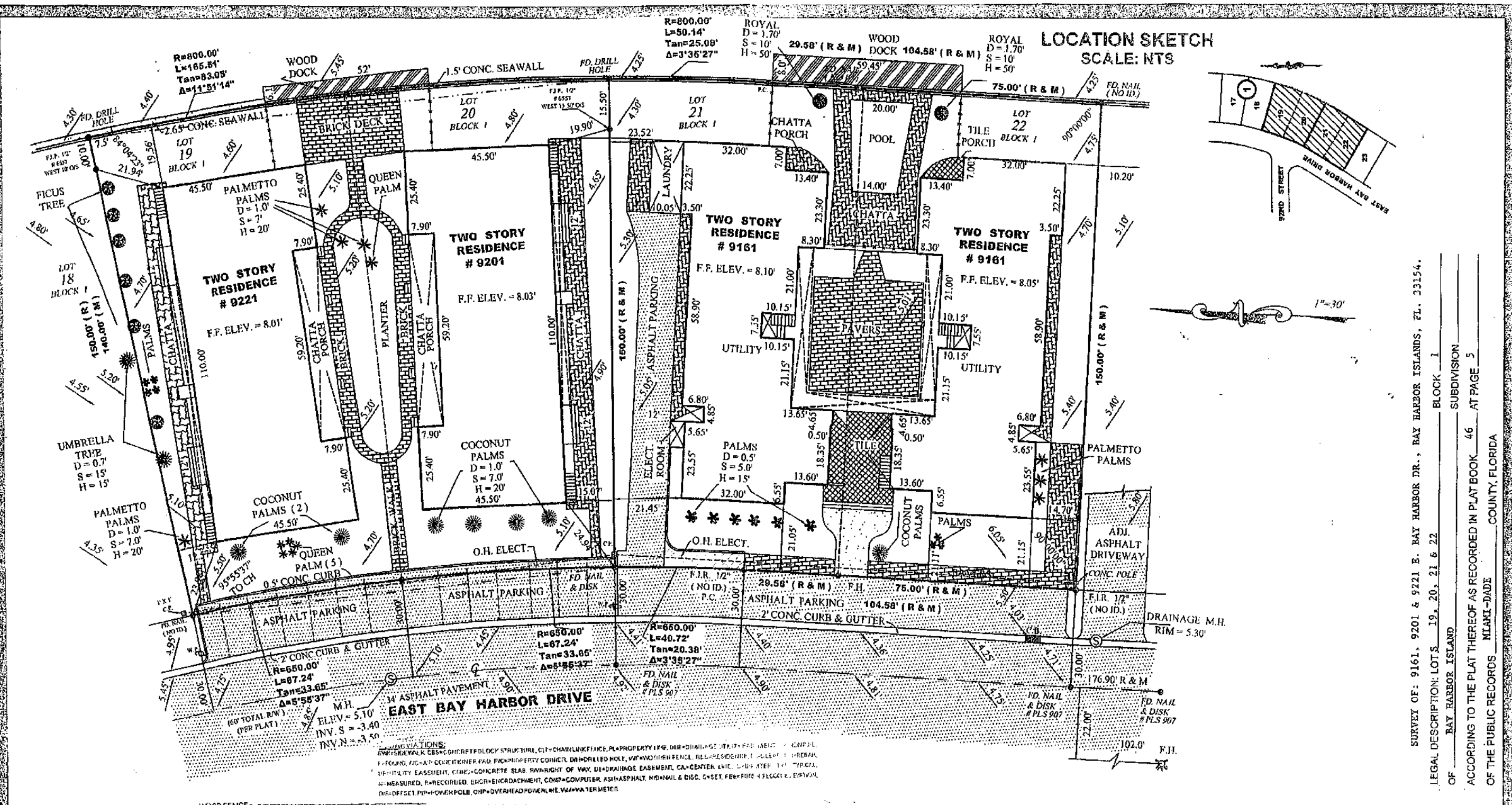
INDEX	
	COVER
A-001	DATA SHEET
A-002	LAND USE PLAN DESIGNATION
A-003	PERIMETER SECTIONS
A-004	SETBACKS SCHEME
A-005	BUILDING ARTICULATION SCHEME
A-006	SITEPLAN - CONTEXT
A-100	SITEPLAN
A-101	SUB-T LEVEL 1
A-102	FIRST LEVEL
A-103	SECOND LEVEL
A-104	TYPICAL LEVEL (3th to 5th LV)
A-105	TYPICAL LEVEL (6th to 7th LV)
A-106	EIGHTH LEVEL
A-107	ROOF LEVEL
A-401	EAST & WEST ELEVATION
A-402	NORTH & SOUTH ELEVATION
A-501	N-S SECTION
A-502	E-W SECTION
R-001	VIEW 1
R-002	VIEW 2

ISLAND HOUSE

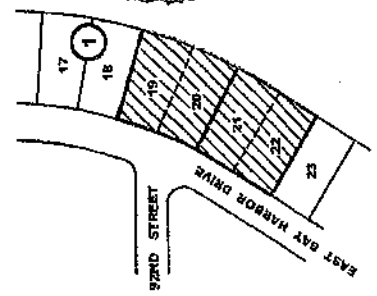
ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

CONSULTANT ARCHITECT
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONCOURSE
BAY HARBOR ISLANDS, FLORIDA 33154

9201 EAST BAY HARBOR DR.



LOCATION SKETCH
SCALE: NTS



SURVEY OF: 9161, 9201 & 9221 E. BAY HARBOR DR., BAY HARBOR ISLANDS, FL. 33154.
LEGAL DESCRIPTION: LOTS 19, 20, 21 & 22
OF BAY HARBOR ISLAND SUBDIVISION BLOCK 1
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46 AT PAGE 5
OF THE PUBLIC RECORDS MIAMI-DADE COUNTY, FLORIDA

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL

REVISED: 9/12/12
TREES & ELEVATIONS

WOOD FENCE = MASONRY WALL = CONCRETE = MAINTENANCE & DRAINAGE EASEMENT = M & D E

SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. 4) LEGAL DESCRIPTION PROVIDED BY CLIENT. 5) UNDERGROUND ENCROACHMENTS NOT LOCATED. 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 7) OWNERSHIP OF FENCES ARE UNKNOWN. 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB. 46 PAGE 5

ELEVATION BASED ON LOC. # 2225 E
CBM# S-234 ELV. 11.17' TYPE OF SURVEY: BOUNDARY SURVEY

I HEREBY CERTIFY That the survey represented thereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.

There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924

SINCE 1987

BLANCO SURVEYORS INC.
Engineers • Land Surveyors • Planners • LB # 0007059
555 NORTH SHORE DRIVE
MIAMI BEACH, FL 33141
(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

FLOOD ZONE: AE	SUFFIX: L	DATE: 9/11/09	BASE: 10'
PANEL: 0144	COMMUNITY # 120637		
DATE: 8/20/12	DWN. BY: F. Blanco	SCALE: 1" = 30'	12-609

Island House_Units Breakdown

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Second Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,319	2,638
Total Level 2			10		13,366

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Third to Fifth Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 3-5			12		15,284
Total x3 Levels			36		45,852

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Sixth to Seventh Level	A-1	3	2	1,542	3,084
	A-2	3	2	1,771	3,542
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 5-8			14		18,826
Total x2 Levels			28		37,652

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Eighth Level	A-1	3	2	1,428	2,856
	PH	1	1	2,771	2,771
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 8			13		17,827

Total Number of Units			87		
Total Net Area				114,697	

LOCATION



Zoning Summary

revuelta architecture internacional p.a.

9201 EAST BAY HARBOR DRIVE

Lot Area	SF	Acres
	45,000	1.03

Legal Description

Lot 19, 20, 21 and 22, Block 1 of "Bay Harbor Island", According to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Dade County, Florida.

Flood Elevation

This property appears to be located in Flood Zone AE, with a BFE of 10'-0" N.G.V.D.

Grade Level (Crown of the road) 4'-10" N.G.V.D.

Zoning Classification RM1 - MULTIPLE FAMILY RESIDENTIAL DISTRICT (WATERFRONT LOTS)

FLR	Allowable	Proposed
(Determined by the setbacks)	N/A	
Maximum Density	Allowable	Proposed
34 units per net Acre	34	87
Proposed Density	1.03	84.5 (units/acre)
Setbacks	Required	Proposed
Principal Frontage (E. Bay Harbor Dr.)	Buildings less than 30 feet in height, 20 feet Buildings less than 45 feet in height, 25 feet Buildings less than 75 feet in height, 30 feet	20'-0" Below 30 feet, 30'-0" Above 30 feet.
Side Setback	Buildings less than 30 feet in height, 10 feet maximum setback shall be 25 feet	10'-0" Below 30 feet, 25'-0" Above 30 feet.
Rear Setback (Waterfront)	20'-0"	20'-0"
Flex Setback (side only)	side building length	Proposed (Feet)
maximum allowed 1/3 of length of building	107	32.67
Maximum Height	Allowable	Proposed
Maximum Building Height	75 feet above BFE	75'-0" above BFE
Open Space Requirements	Required	Proposed
20% of Lot Area Minimum	9,000 SF	10,500 SF (23%)
Roof Deck Landscape Requirements	Required	Proposed
15% of Roof Area Minimum	1,200 SF	6,000 SF (75%)
Lot Coverage	Allowable	Proposed
(Perimeter determined by the setbacks)	Determined by Setbacks	27,850 SF
Building Length		
The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet	≤ 205 feet without breaks ≥ 205 feet with breaks	53'-0" gap/brake in the middle of the building.
Breezeway		
A building may exceed 120 feet in length if breezeways divide such building. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet.		53'-0" feet breezeway is provided
Parking Space Requirements	Required	Proposed
Residential - 2 per Dwelling Unit Minimum	174	176
Guest Parking	4	4
Total Parking Spaces	(including 6 handicap spaces)	180
Storage Requirements		
A minimum of 25 SF of area with at least seven feet of headroom must be added for each apartment and shall be located outside the apartment.	87	87
Loading Zone		
Residential Loading Berths (660 SF)	1 per 1st 100 Units	100 Units
containing a structure, adequate space for Commercial Loading Berths (420 SF)	1 for 25k-50k commercial	

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AR 0007972

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ISLAND HOUSE

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OWNER
TAUBCO

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Revision 1
May 10th, 2013

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05/14/2013

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BP

Scale

As Shown

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A-001

MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



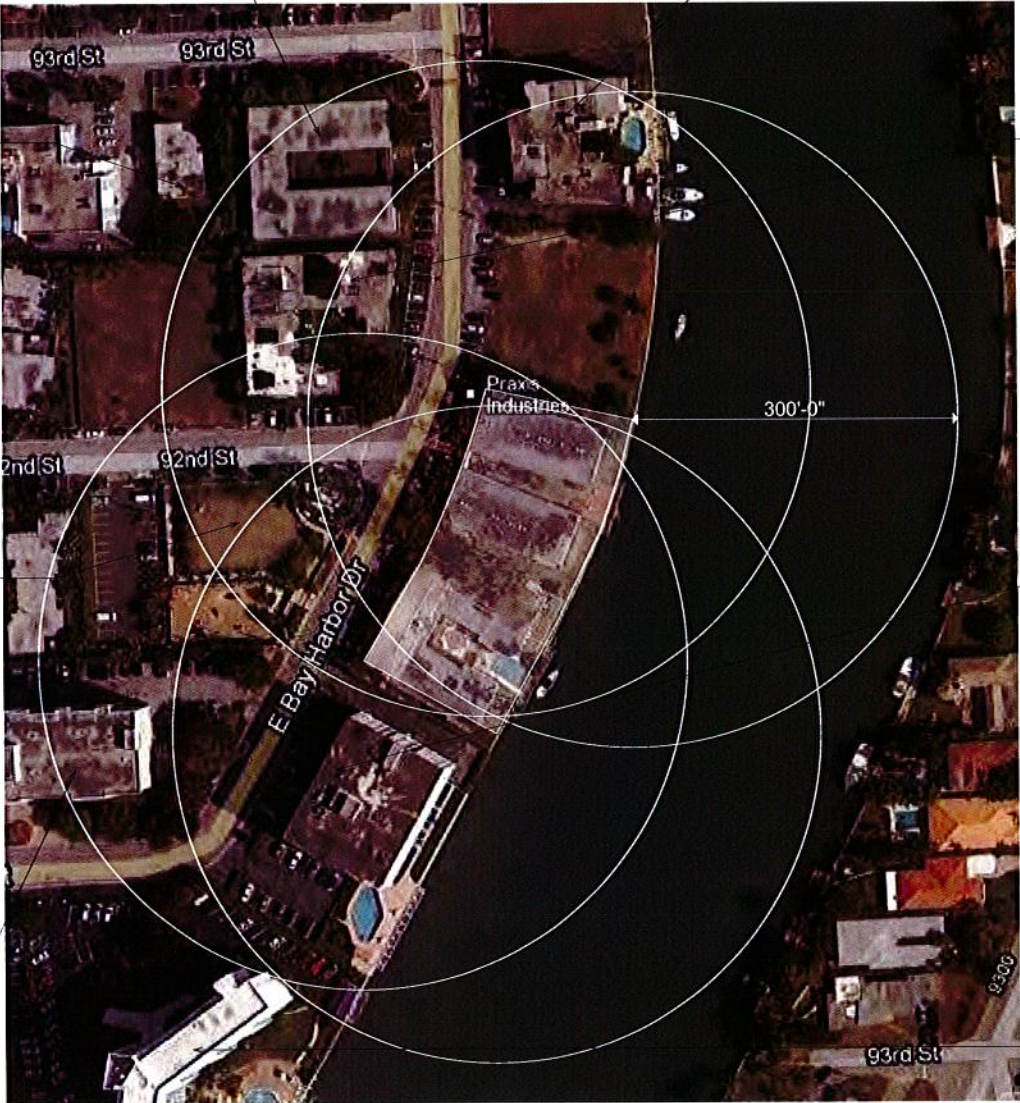
DUPLEX, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



RECREATIONAL PARK, RM-2
FLUM: MEDIUM HIGH DENSITY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
5 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, TRACT DISTRICT
FLUM: MEDIUM HIGH DENSITY
10 STORY



1 LAND USE PLAN DESIGNATION
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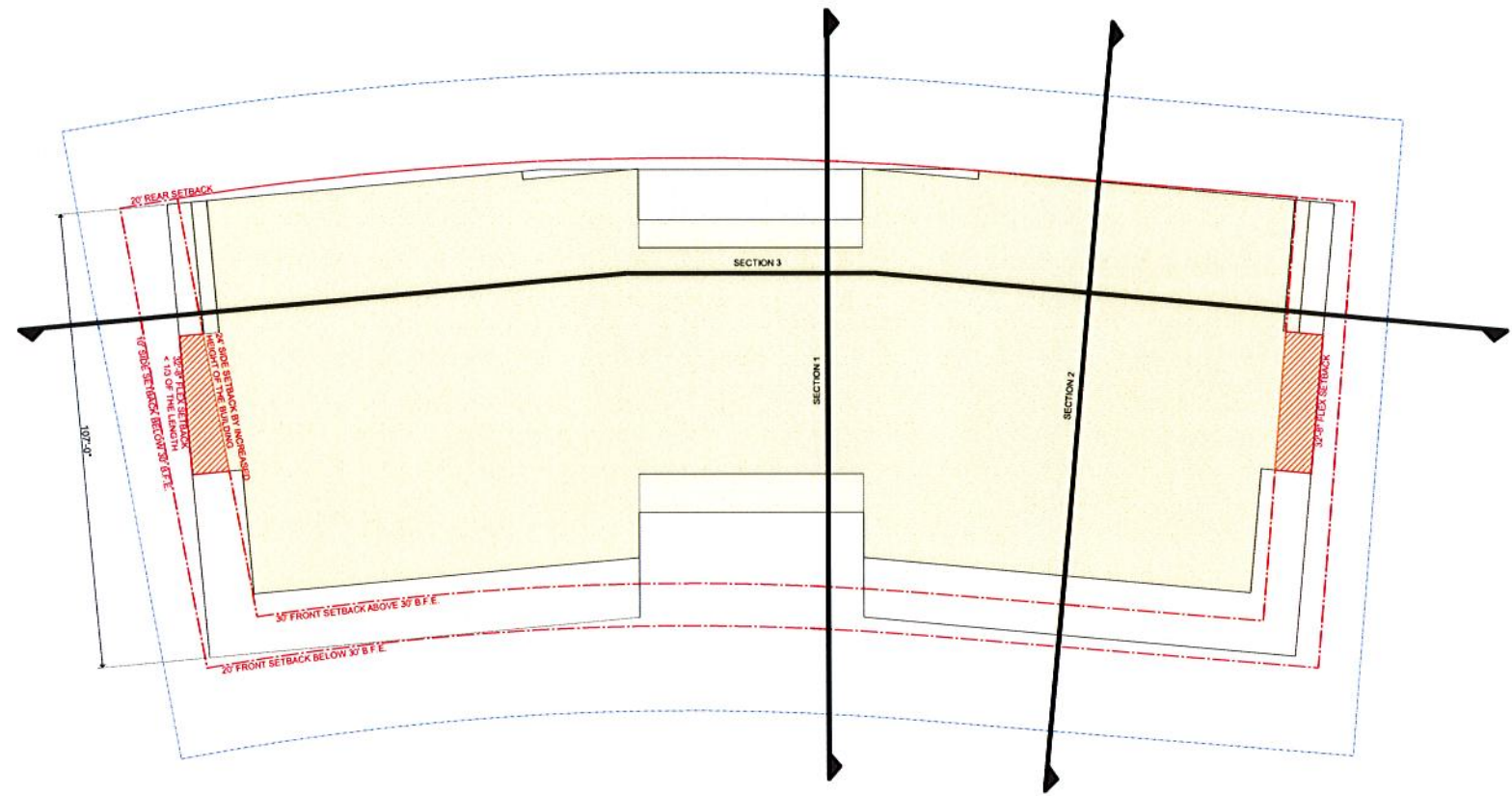
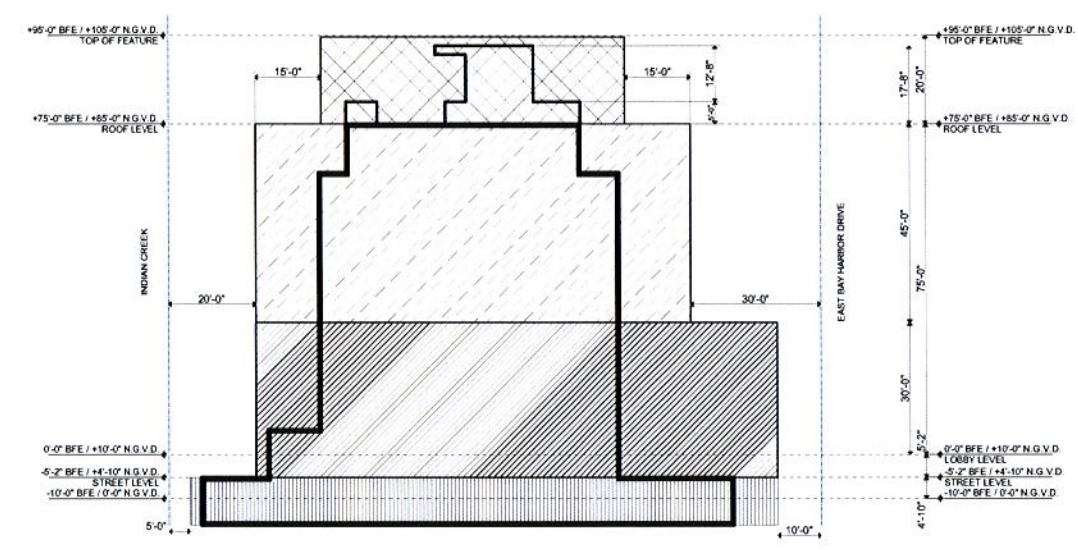
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A-002

Diagram illustrating the cross-section of a retaining wall. The wall is shown with a vertical face and a sloped backfill. The top of the wall is labeled "TOP ELEV. 6.25 NGVD". The proposed grade on the left side is labeled "PROPOSED GRADE 6.0 NGVD". The neighbor's elevation on the right side is labeled "NEIGHBOR ELEV. 5.8 NGVD". The wall height is indicated by a vertical dimension line with a horizontal offset, showing a vertical height of 4" and a horizontal offset of 12".

NOTE:
FOR GRAVITY WALL DETAIL REFER TO SHEET C-4

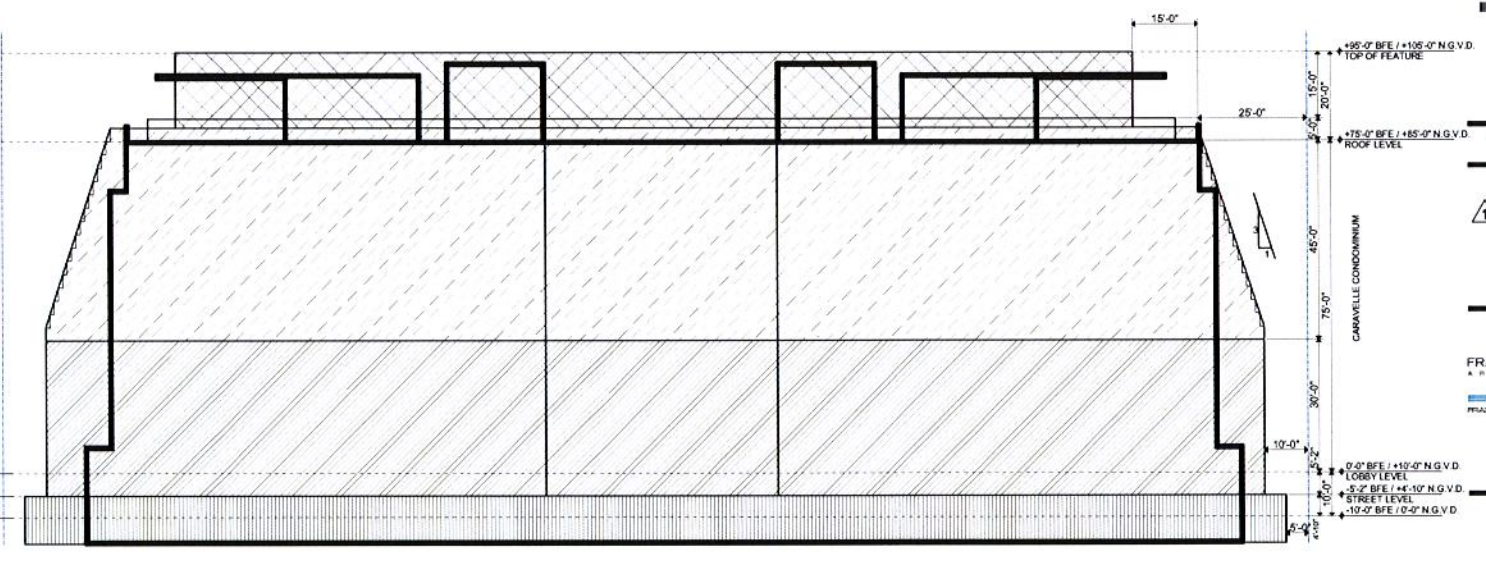
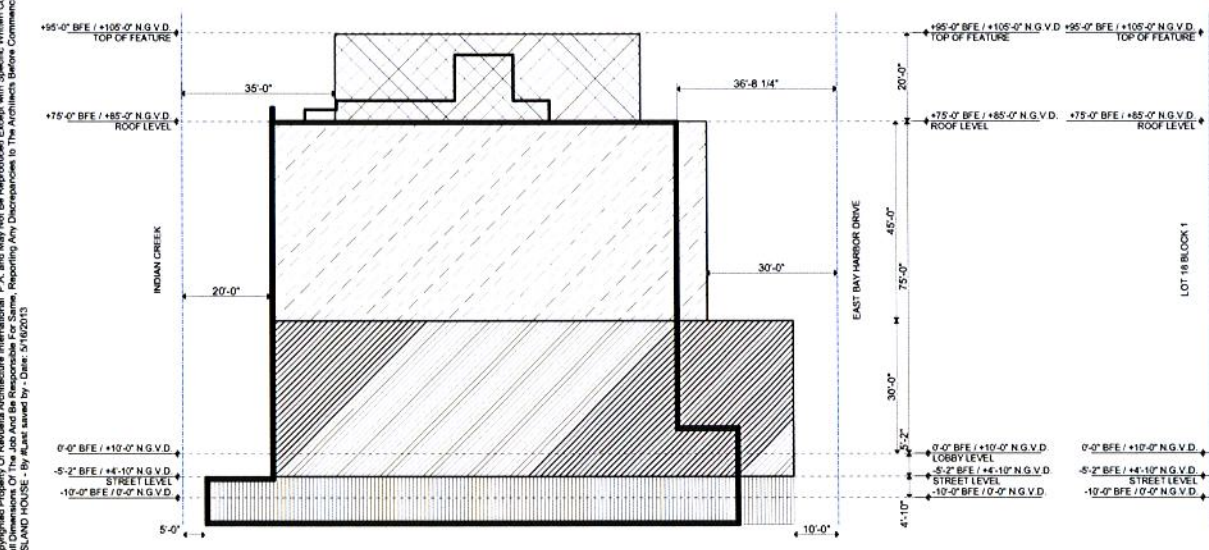


2 SECTION 1
SCALE: 1" = 20'

1 SETBACKS SCHEME

NOTES:

-  ROOF DECK SETBACKS
-  SETBACKS ABOVE 30'-0" h. B.F.E.
-  SETBACKS BELOW 30'-0" h. B.F.E.
-  PARKING SETBACK BELOW GRADE AS PER SECTION 23-24, D, 2-4

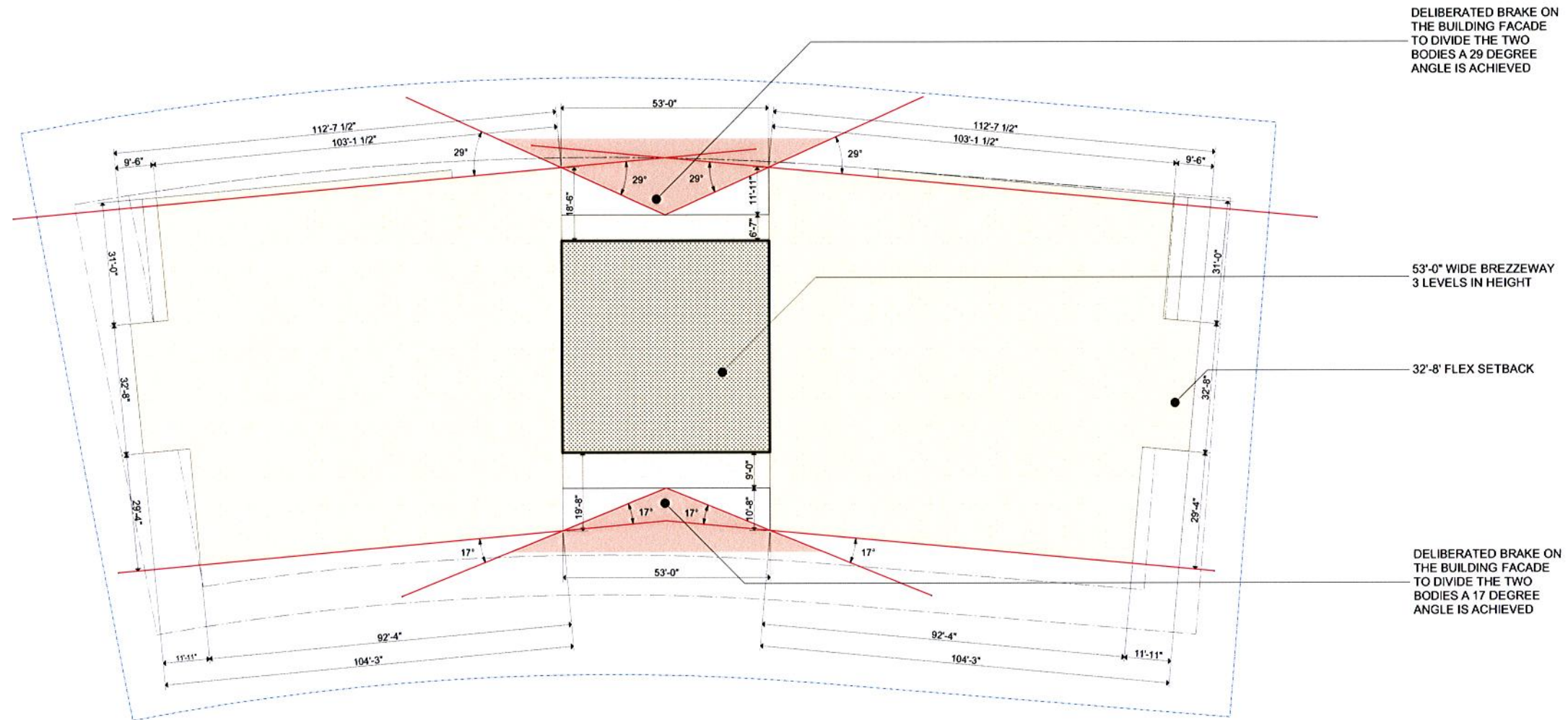


3 **SECTION 2**
SCALE: 1" = 20'

4 **SECTION 3**
SCALE: 1" = 20'

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1 BUILDING ARTICULATION SCHEME

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

CODE REQUIREMENTS_
Building Length:
- The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet

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1 SITEPLAN - CONTEXT
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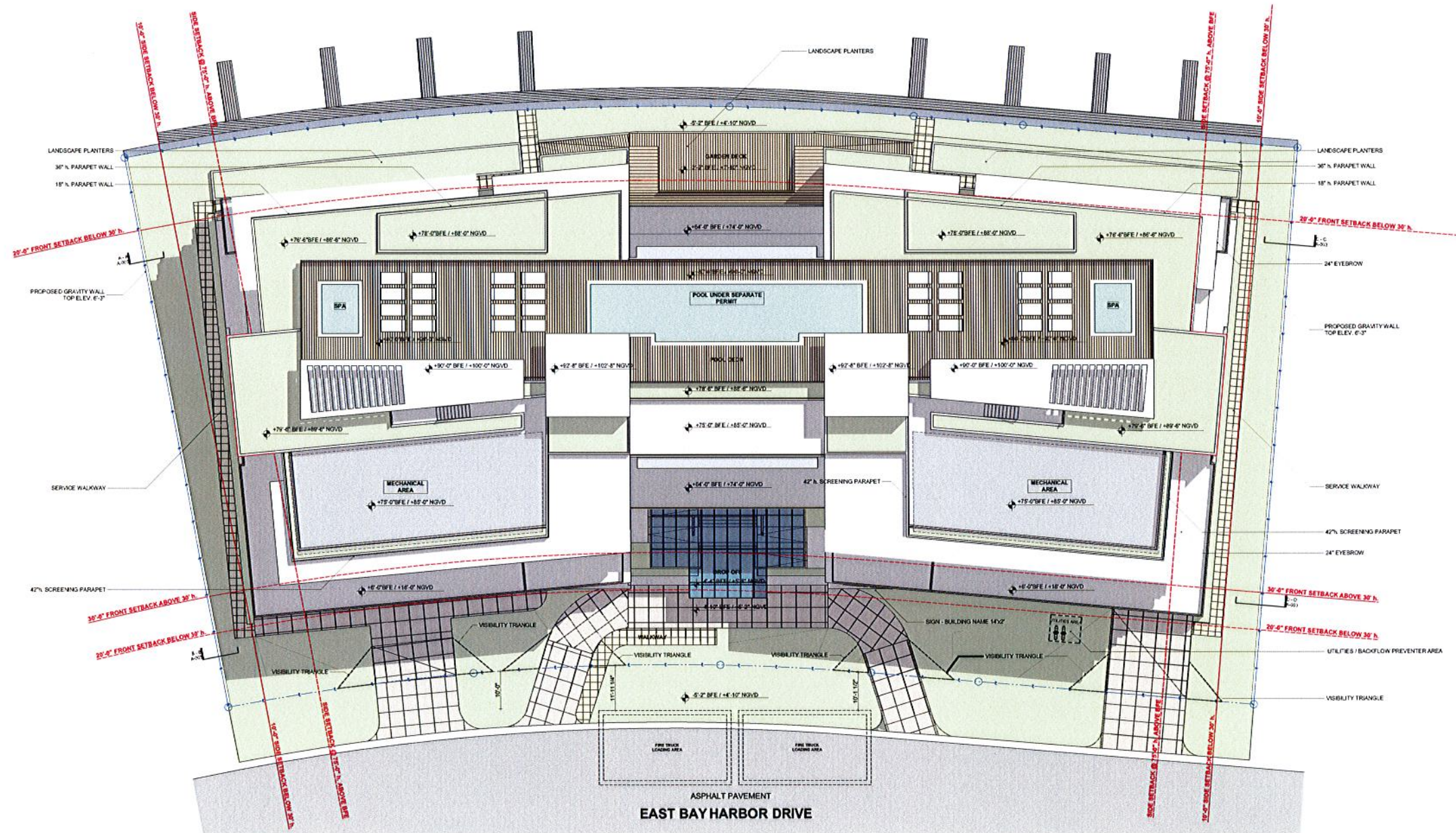
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A-006



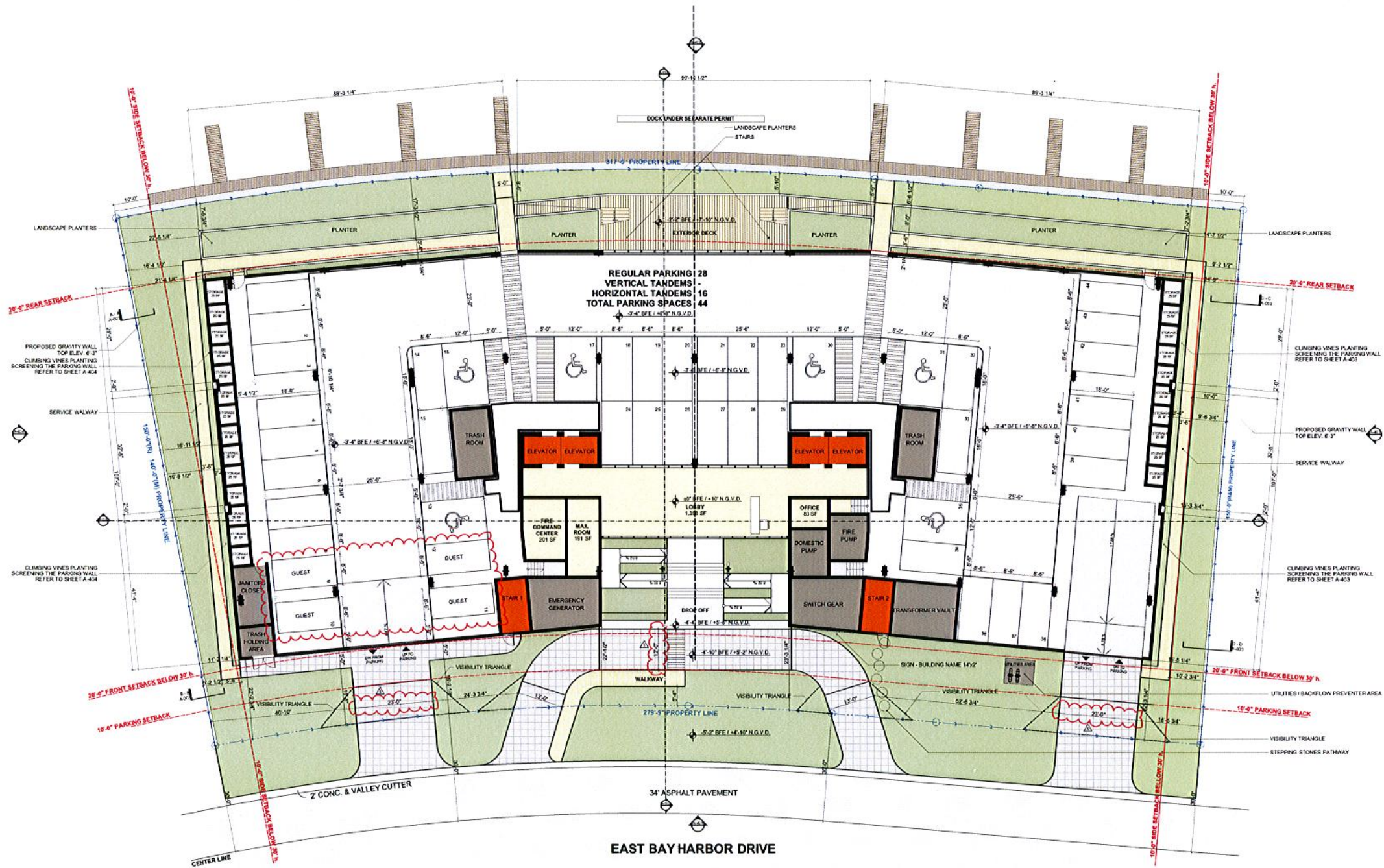
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ISLAND HOUSE
SITE PLAN

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

0 8 16 32

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



NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"



1

ISLAND HOUSE
FIRST LEVEL

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

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1

ISLAND HOUSE SECOND LEVEL

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

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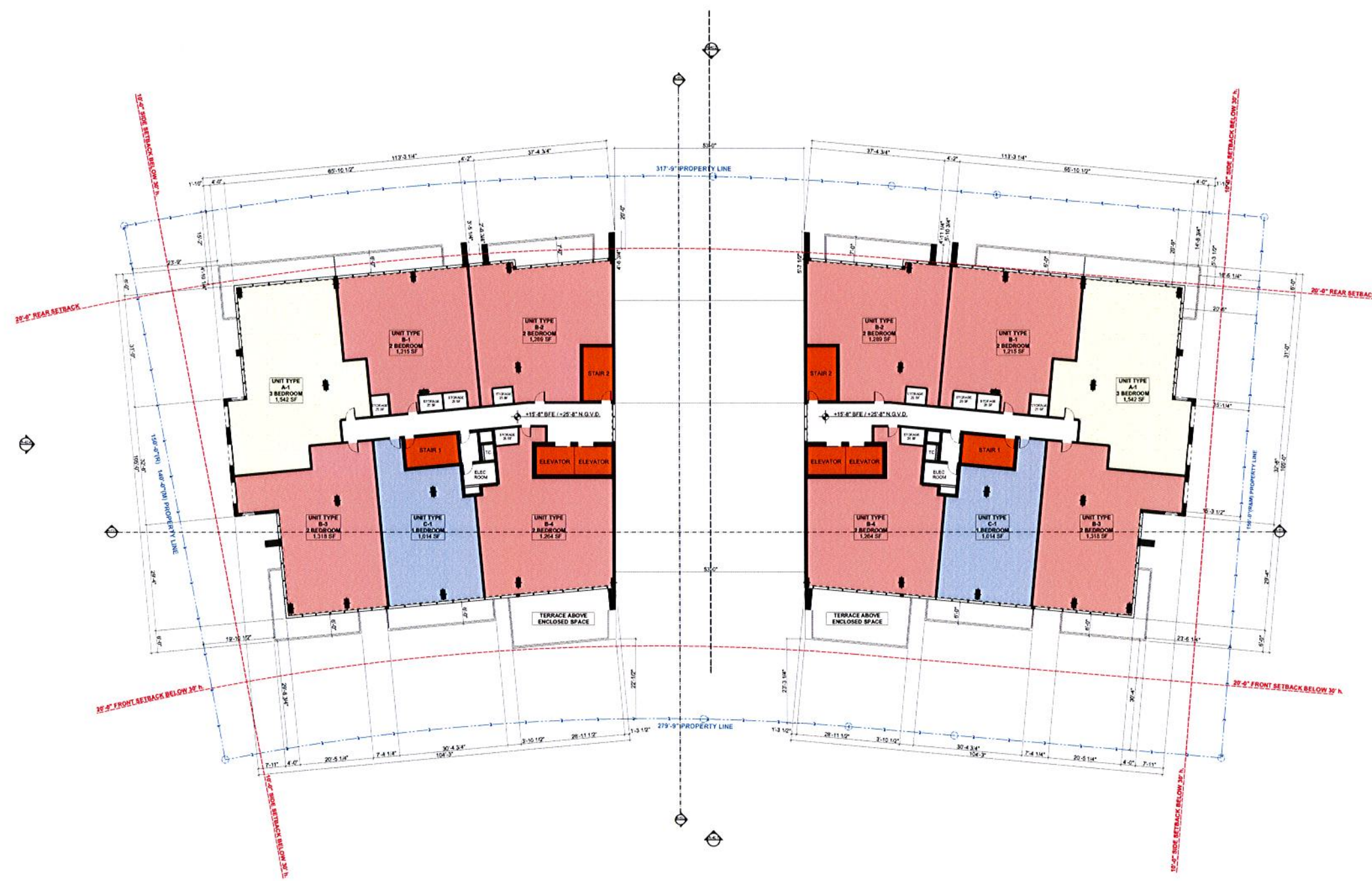
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1

ISLAND HOUSE THIRD TO FIFTH LEVEL

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

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1

ISLAND HOUSE SIXTH TO SEVENTH LEVEL

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

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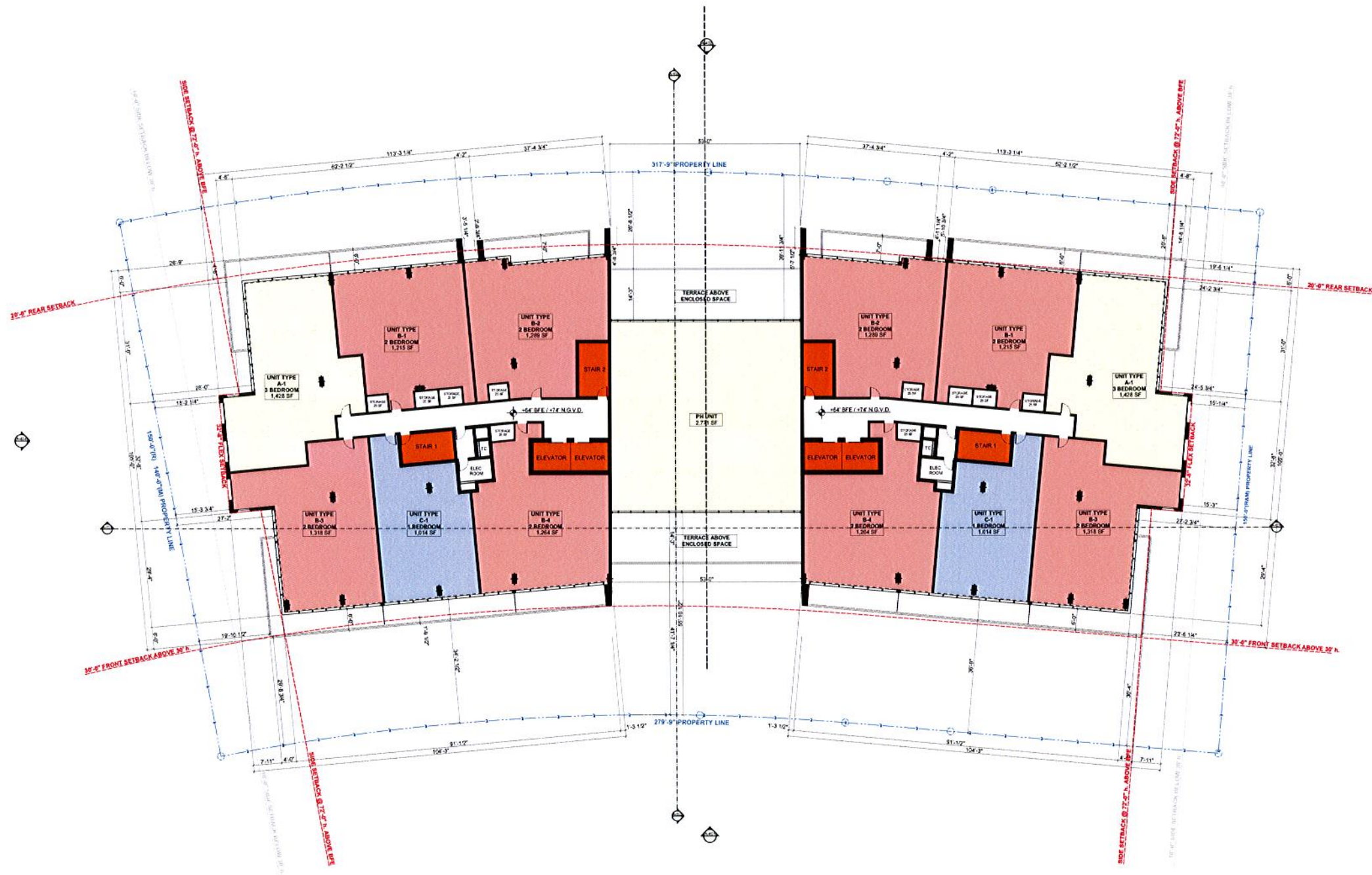
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1

ISLAND HOUSE EIGHTH LEVEL

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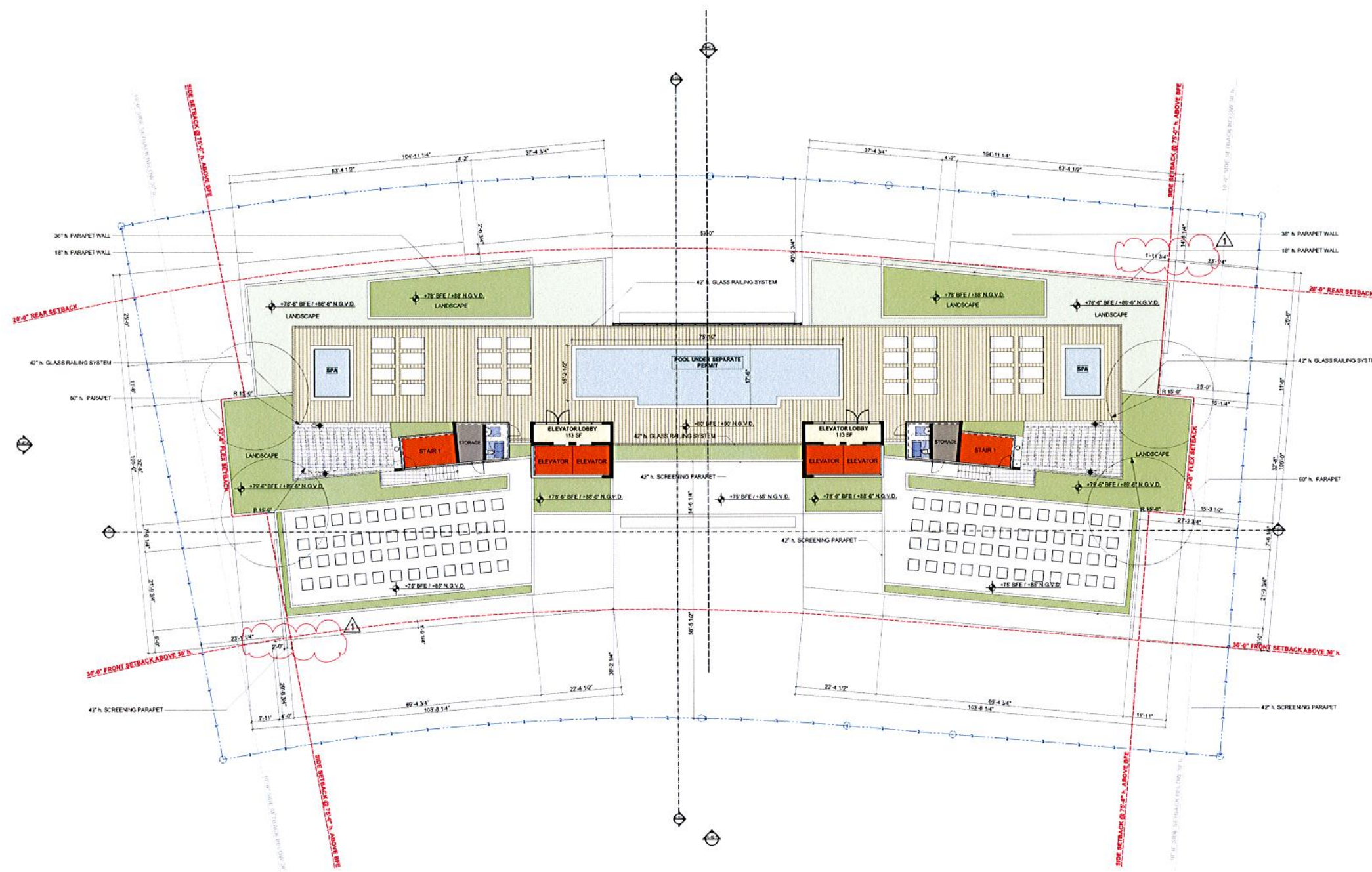
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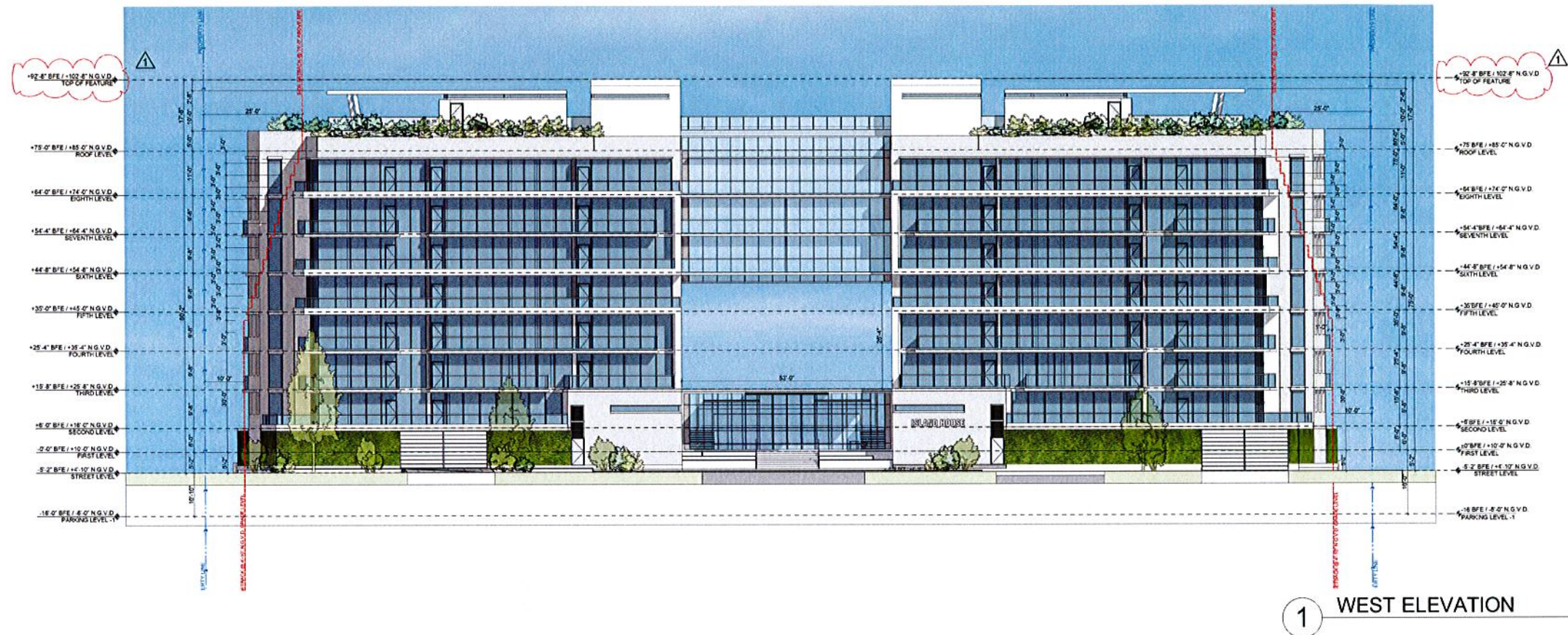
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SCALE: 1/16" = 1'-0"

ROOF LEVEL +75'-0" BFE / +85'-0" N.G.V.D.

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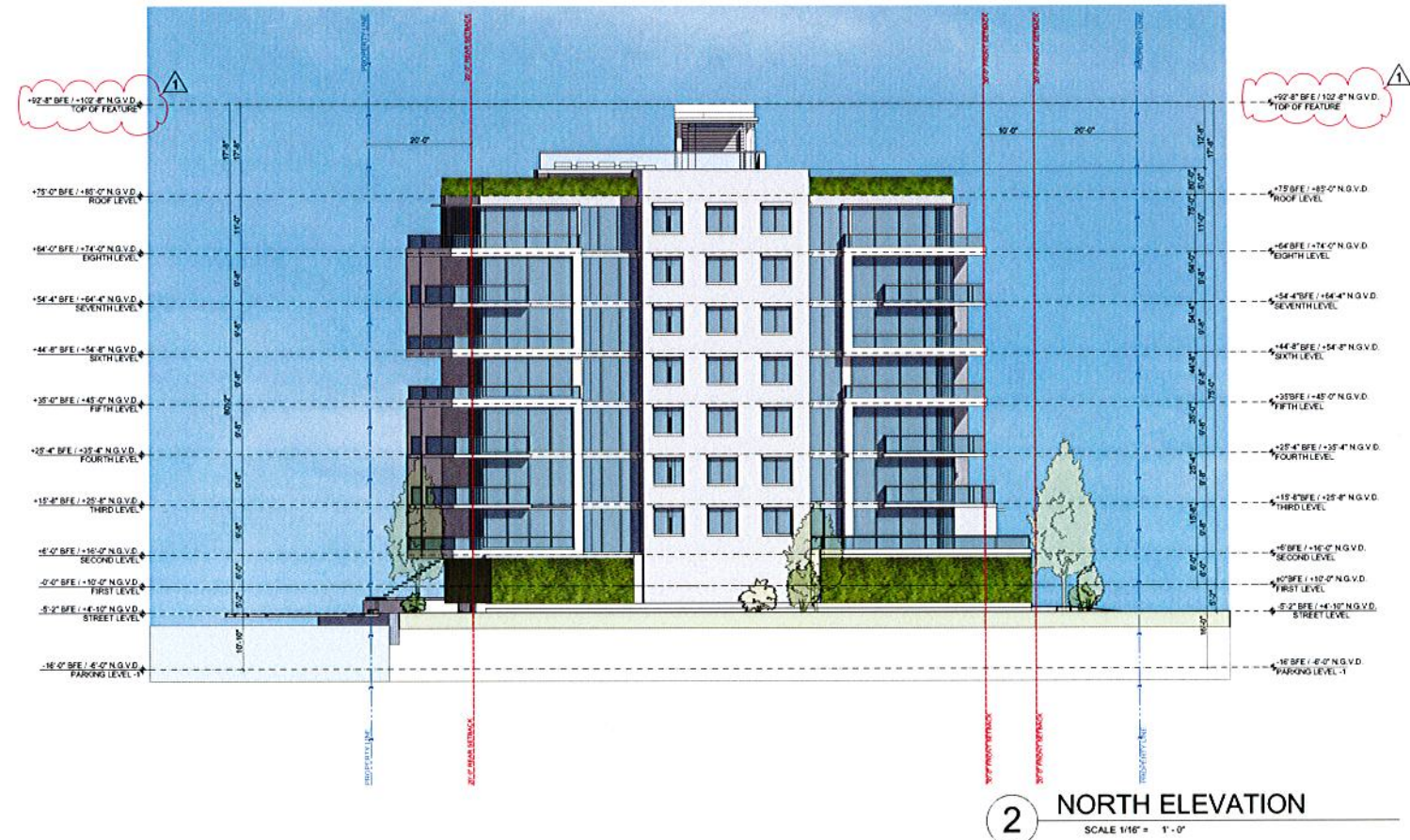
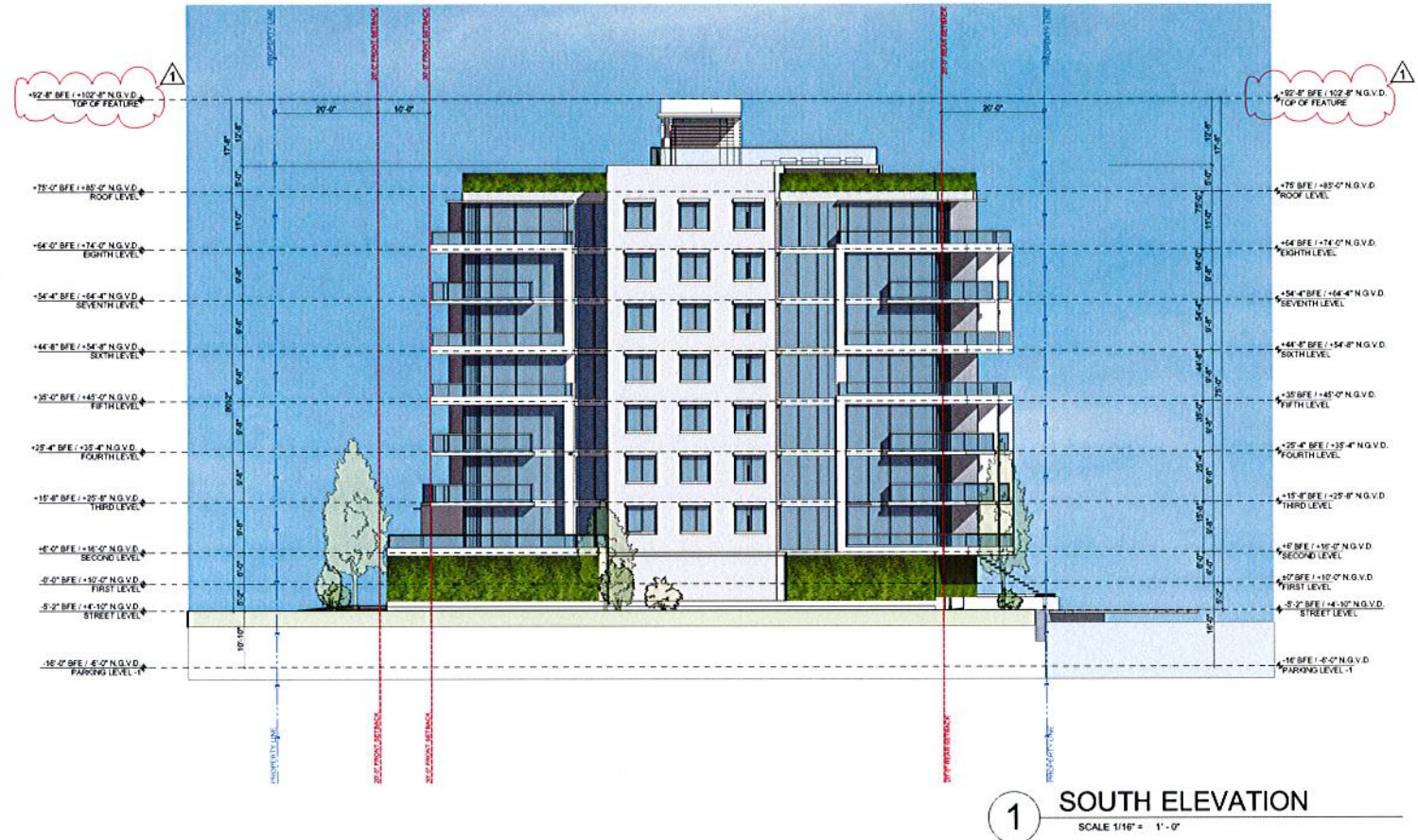
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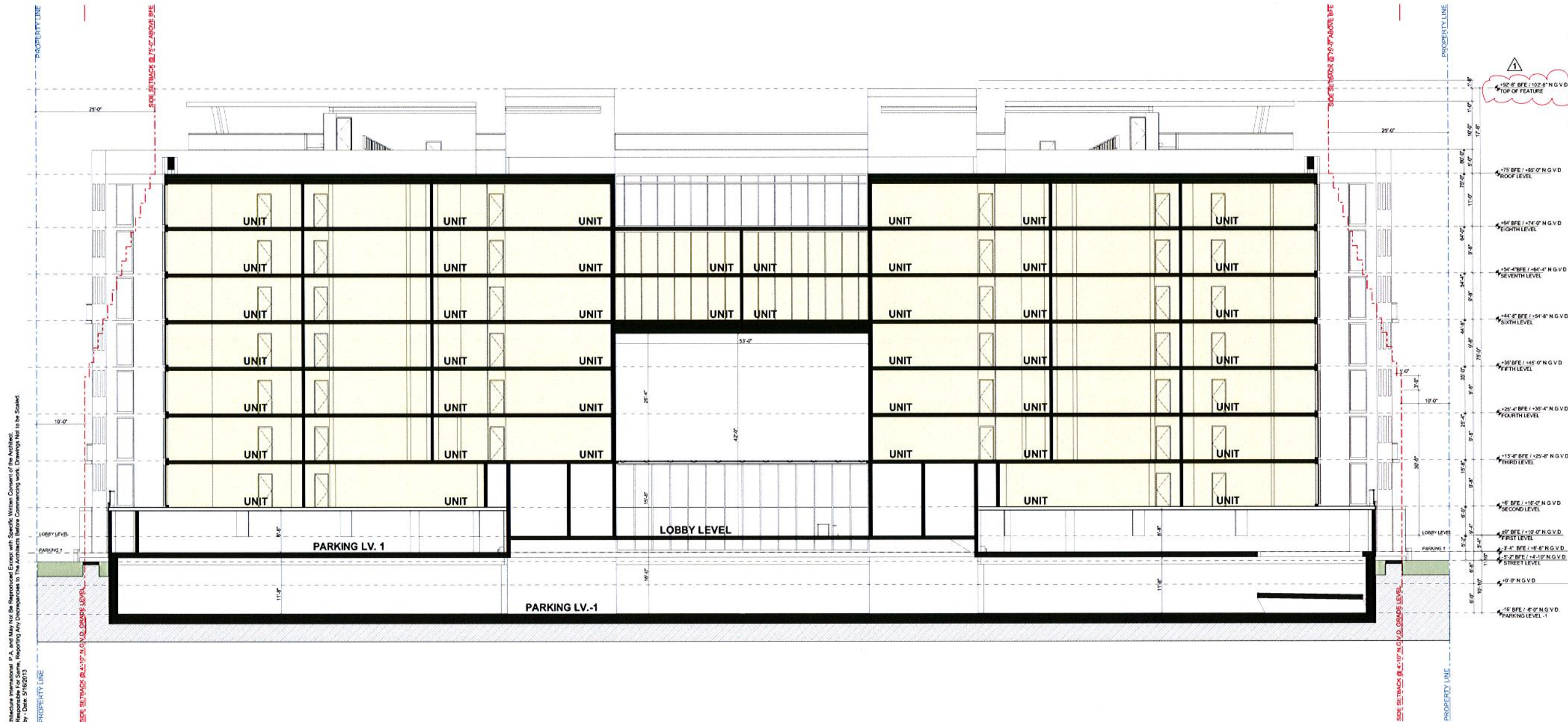
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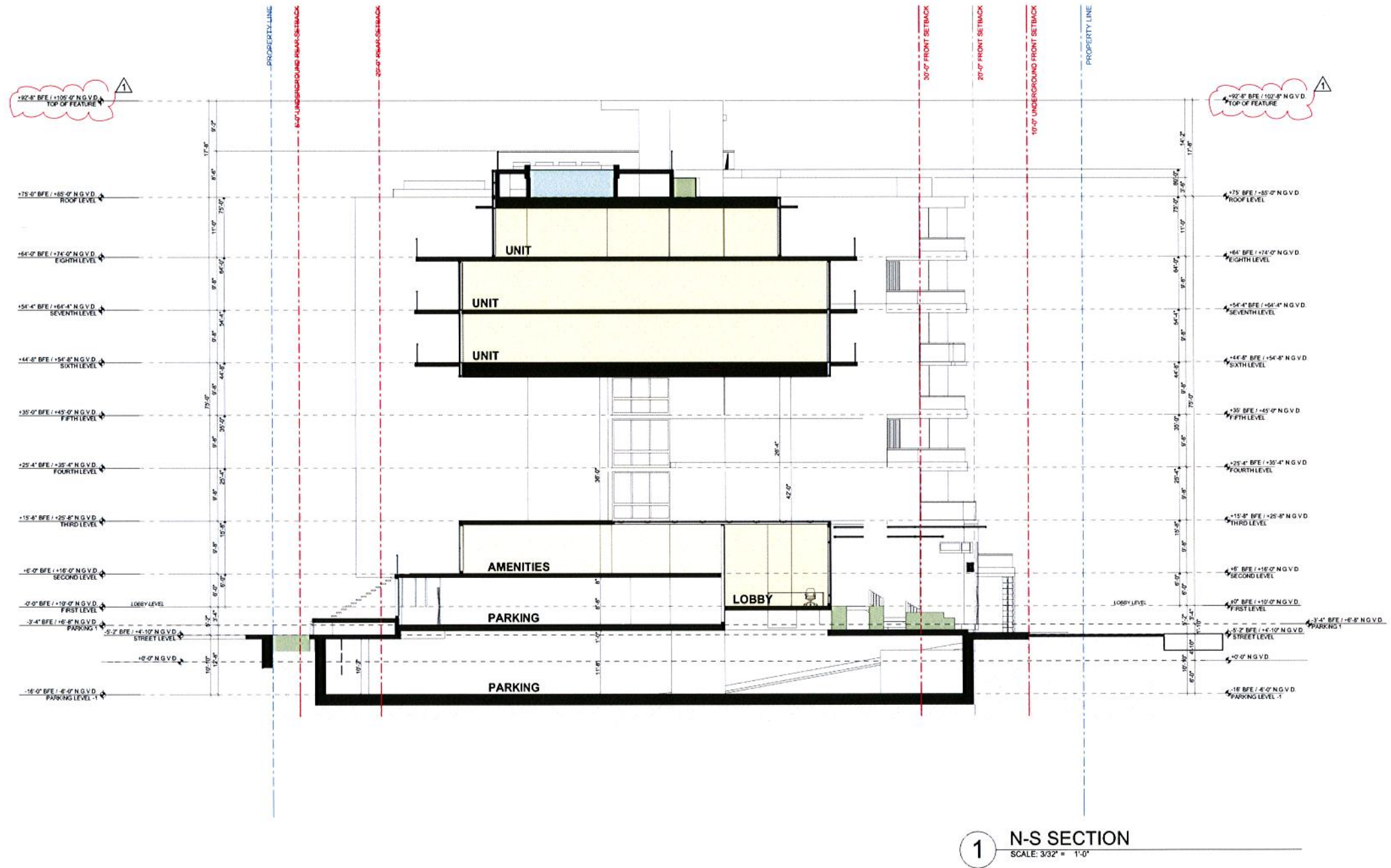


1 N-S SECTION
SCALE: 3/32" = 1'-0"

NOTE:
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PROPOSED BREEZEWAY WIDTH 53'-0"

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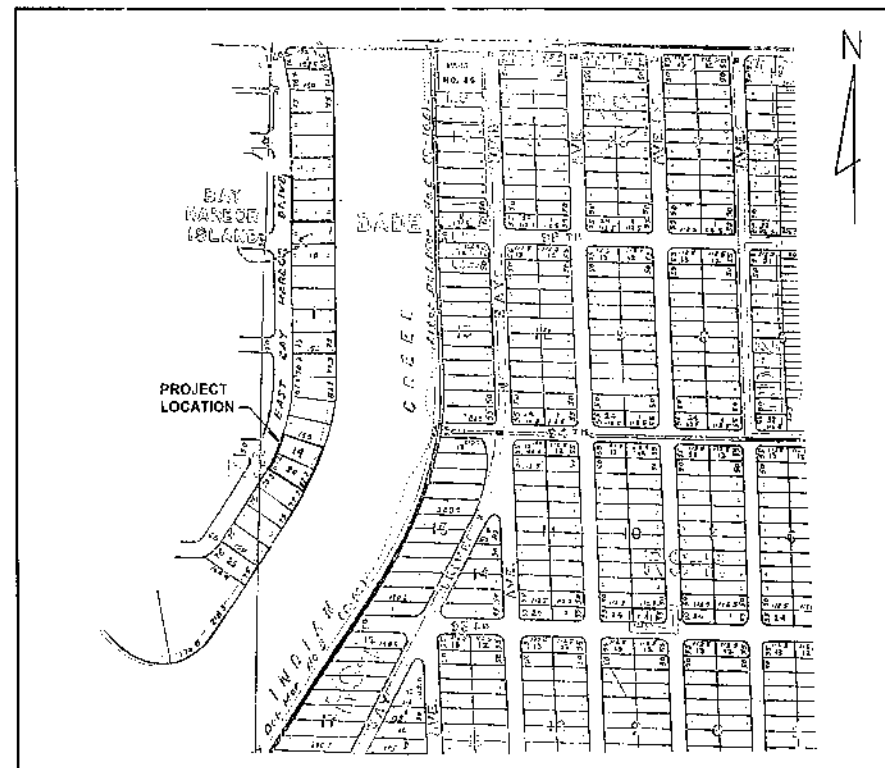
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TOWN OF BAY HARBOR ISLANDS, FLORIDA

DEVELOPERS:

ISLAND CLUB TOWERS LLC

9551 E. BAY HARBOR DRIVE
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LOCATION MAP

LEGAL DESCRIPTION:

LOTS 19 AND 20, BLOCK 1, OF 'BAY HARBOR ISLAND' ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

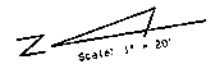
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CIVIL ENGINEERS

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TEL (305) 551-6267
FAX (305) 551-4542

LIST OF DRAWINGS:

C-0	COVER SHEET AND LOCATION MAP
C-1	SITE AND PAVING PLAN
C-2	SITE AND PAVING DETAILS
C-3	DRAINAGE PLAN
C-4	GRADING PLAN
C-5	STORM DRAINAGE DETAILS
C-6	SEDIMENT TANK AND DRAINAGE WELL NO. 1 DETAILS
C-7	SEDIMENT TANK AND DRAINAGE WELL NO. 2 DETAILS
C-8	SEDIMENT TANK PRESSURE RELEASE VENT DETAIL
C-9	SITE UTILITIES PLAN
C-10	WATER PROFILES



LEGEND:

SPST ELEVATION
CURB INLET
FRENCH DRAIN & LENGTH
MANHOLE
FLOW DIRECTION
SIDEWALK
FIRE HYDRANT
POWER POLE

EXISTING	PROPOSED

ISLAND HOUSE
AT

9201 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

[illegible]

designed	L. SERRATE
drawn	N. SERRATE
checked	L. SERRATE
approved	R. VARGAS
proj no	12020-01
scale	1" = 20'
date	MAY 1, 2013
cad ref	12020-13

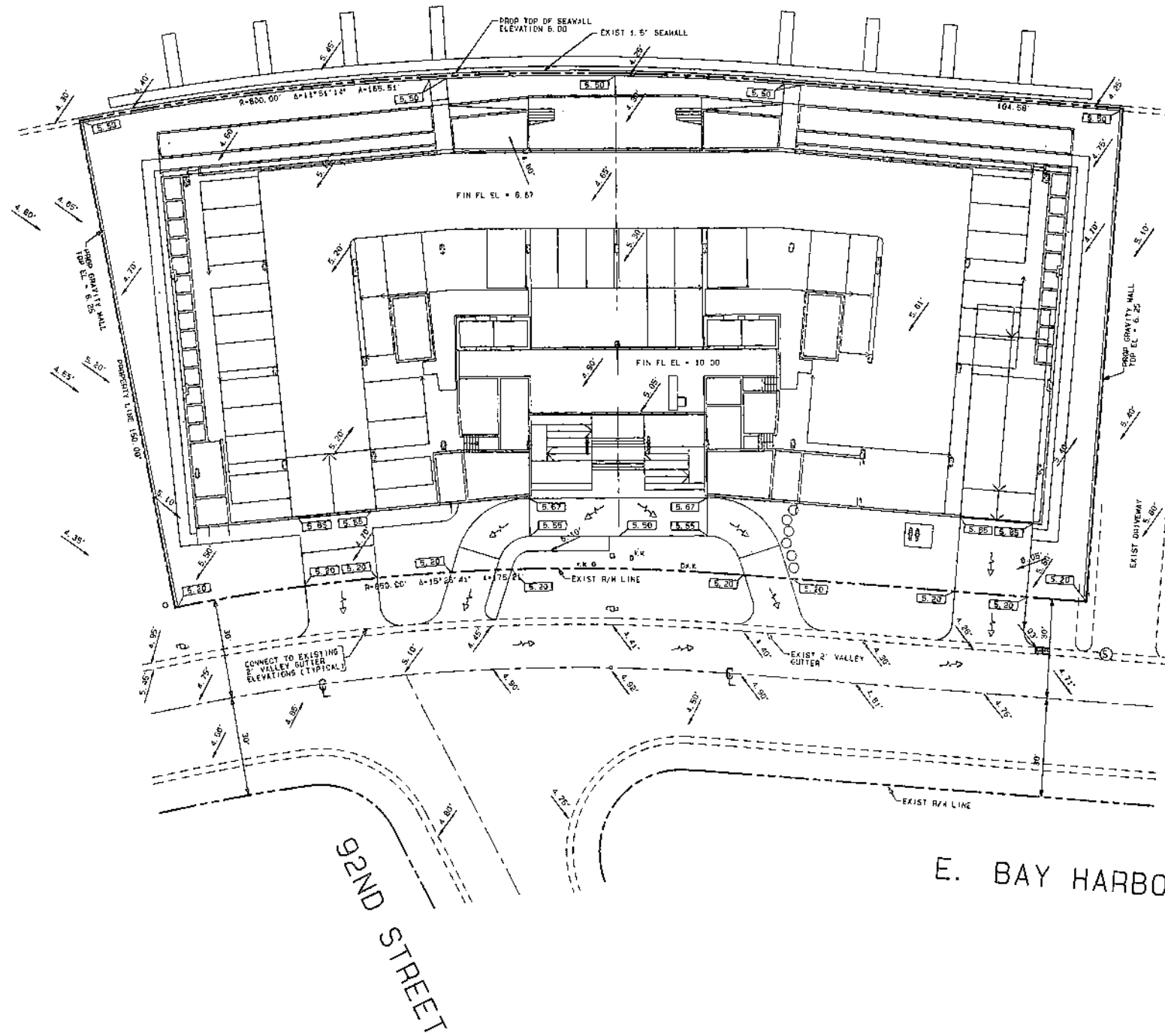
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PE # 35648

drinking

C-3

SCALE: 1" = 20'

DRAINAGE PLAN



LEGEND:
SPOT ELEVATION

EXISTING
X 1.11
PROPOSED
6.00

SCALE: 1" = 20'
20' 10' 0' 20'
GRADING PLAN

N
Scale: 1" = 20'

ISLAND HOUSE

AT
9201 EAST BAY HARBOR DRIVE

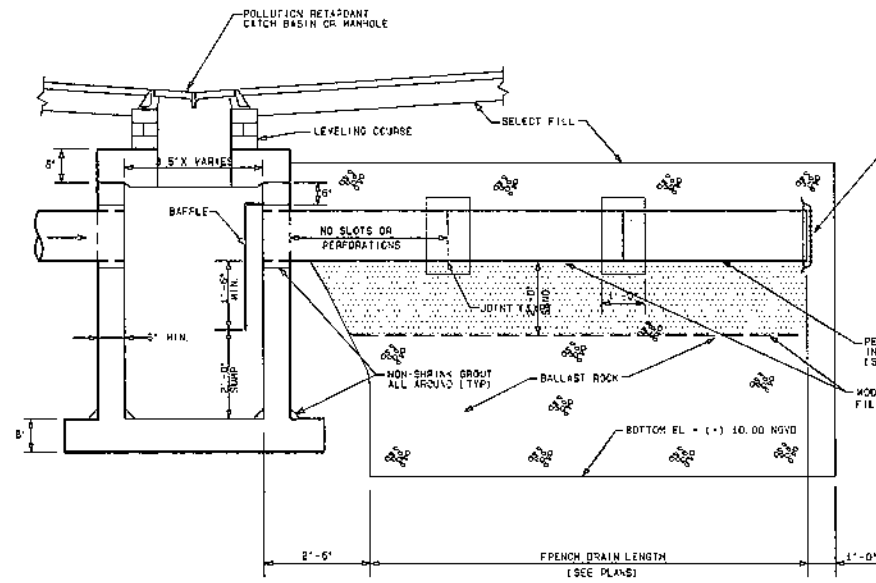
TOWN OF BAY HARBOR ISLANDS, FLORIDA

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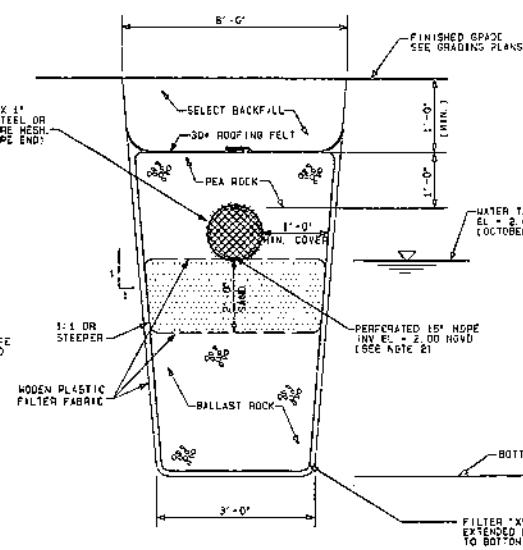
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drawn H. SERRATE
checked L. SERRATE
approved R. VARGAS
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date MAY 1, 2013
cad ref 12020-18

RODOLFO J. VARGAS
PE # 35648
drawing
C-4

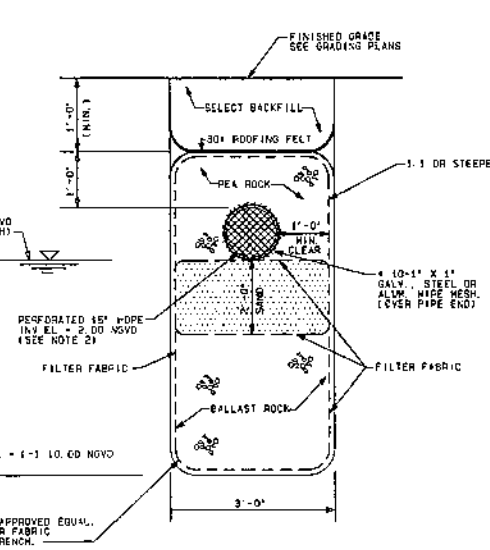
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CERTIFICATE OF AUTH #5529
CIVIL
LAND DEVELOPMENT
TRAFFIC AND TRANSPORTATION
8550 N. FLAGLER ST. SUITE 113, MIAMI, FLORIDA 33144
TEL: (305) 551-6367 FAX: (305) 551-4542
E-mail: jvarg@engr.com



LONGITUDINAL SECTION
N.T.S.

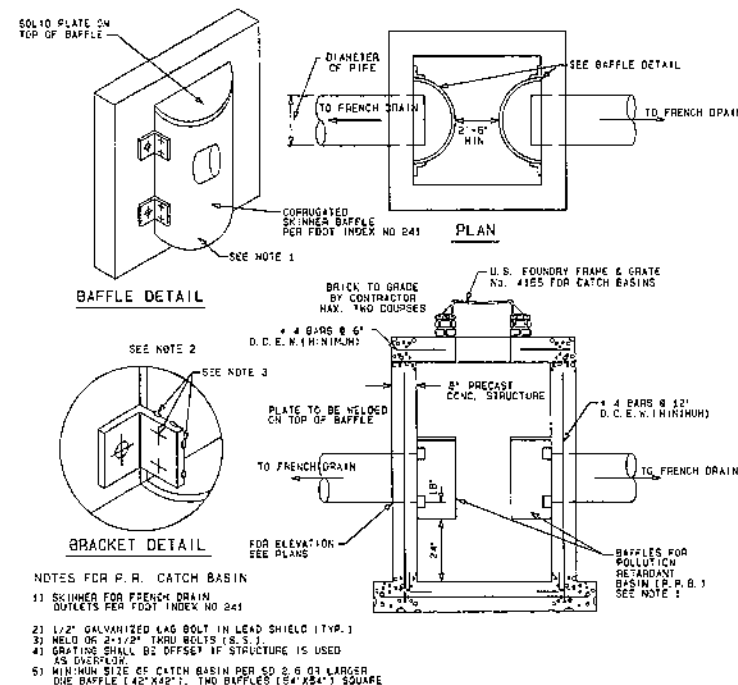


ALTERNATE CROSS-SECTION DETAIL
FOR SANDY SOIL CONDITION
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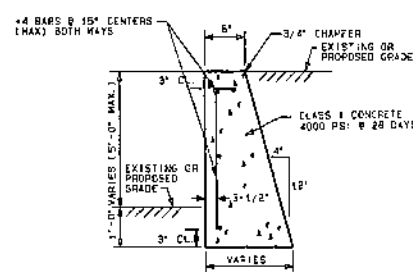
TRANSVERSE SECTION DETAIL
N.T.S.

- NOTE:
1. FRENCH DRAIN TO BE IN ACCORDANCE WITH DADE COUNTY STANDARD DETAILS SD-1.1 LATEST REVISION MARCH 12, 1992.
 2. MOVEN PLASTIC FILTER FABRIC (AT EACH SIDE, TOP AND BOTTOM) SHALL BE USED IN SANDY OR FILLED AREAS.
 3. WASH DOWN THE BALLAST ROCK WITH CLEAN WATER AFTER ROCK HAS BEEN PLACED TO THE PROPER ELEVATION TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. ADD ADDITIONAL BALLAST ROCK TO RESTORE ROCK TO THE PROPER ELEVATION IN ACCORDANCE WITH THE DETAILS.
 4. FOR PERFORATED CMP PIPE JOINT ARE TO BE Banded, BUT NOT GASKETED.
 5. FOR BAFLE DETAILS SEE THIS SHEET



- NOTES FOR P.R. CATCH BASIN
- 1) SKINNER FOR FRENCH DRAIN OUTLETS PER FOOT INDEX NO 241
 - 2) 1/2" GALVANIZED LAG BOLT IN LEAD SHIELD (TYP.)
 - 3) WELD OR 2-1/2" THRU BOLTS (S.S.)
 - 4) GRATING SHALL BE OFFSET IF STRUCTURE IS USED
 - 5) MINIMUM SIZE OF CATCH BASIN PER SD 2.0.01 LARGER ONE BAFLE (42" X 42"). TWO BAFLES (54" X 54") SQUARE

POLLUTION RETARDANT CATCH BASING DETAIL
N.T.S.



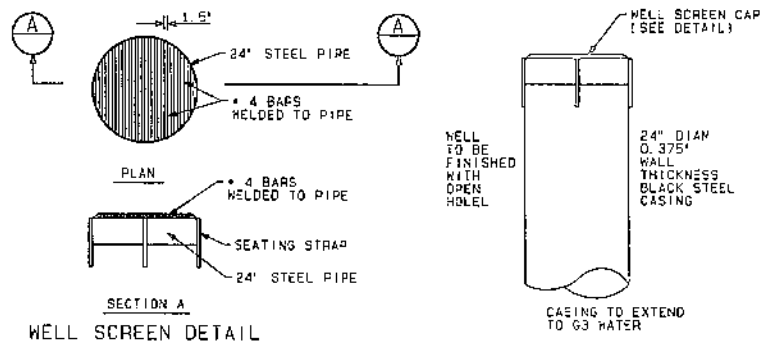
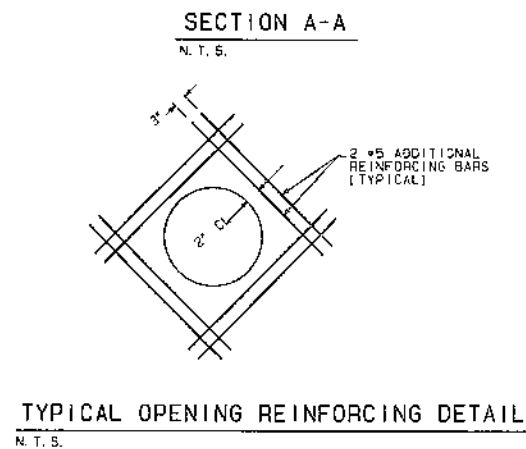
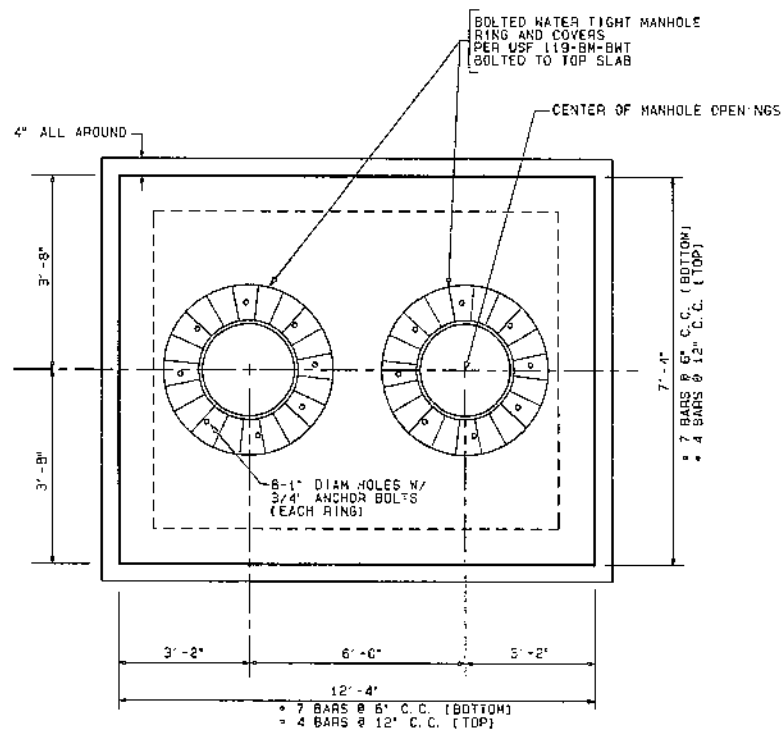
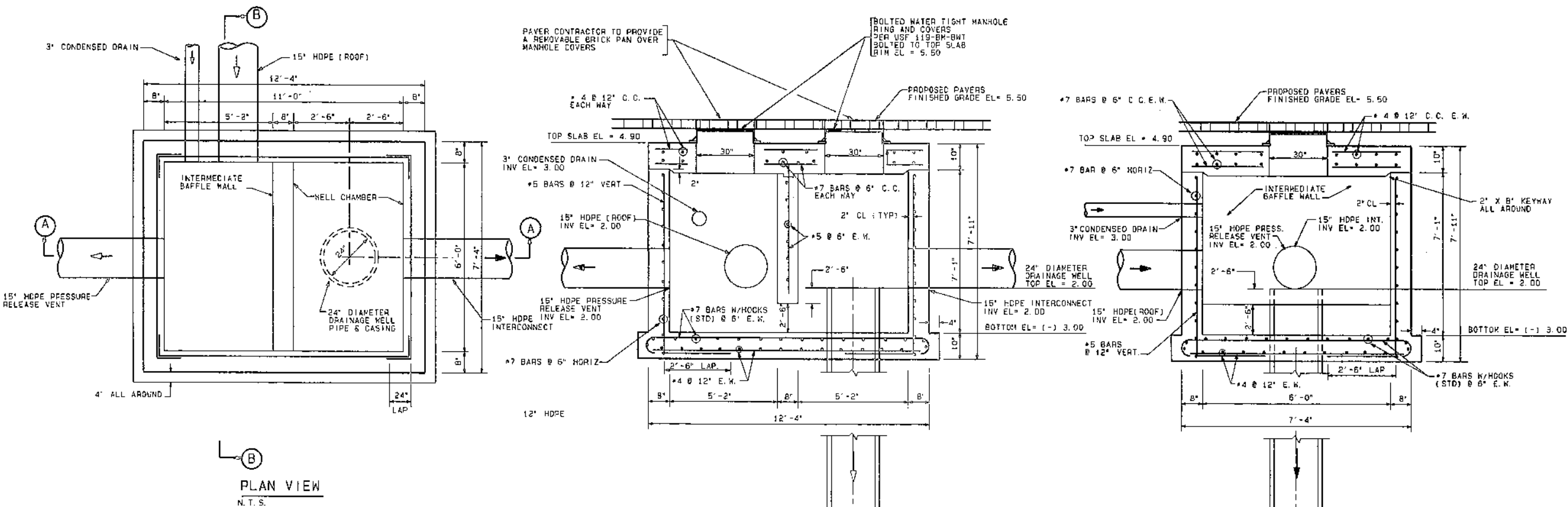
GRAVITY WALL DETAIL
N.T.S.

DRAINAGE NOTES:

1. These plans have been prepared with the best information available to the Engineer. Contractor must verify all existing underground utilities prior to beginning of construction. If any discrepancies are encountered to the extent that a "field revision" is required, Engineer must be notified immediately.
2. It is the responsibility of the Contractor to protect all existing improvements during construction. If any damage occurs as a result of the construction activities, Contractor shall restore such improvements to identical line, grade, esthetics, and structural conditions as they were prior to beginning of construction.
3. All elevations refer to National Geodetic Vertical Datum (N.G.V.D.), 1929.
4. Dade County Flood Criteria for this project is 5 CD (N.G.V.D.).
5. October High Water Elevation is 2.50 (N.G.V.D.).
6. All proposed elevations are to edge of pavement or driveway center line.
7. The following items shall be constructed in accordance with the referenced details from the Dade County Public Works Manual:

a. French Drain.....	SD 1.1
b. Catch Basin.....	SD 2.6
c. Catch Basin Frame and Grate.....	SD 2.3
d. 2' Valley Outlet.....	SD 1.6
e. P-B Inlet.....	SD 3.4
f. Sable Inlet.....	SD 3.1
8. Contractor must observe extreme care to prevent debris, silt and fines from entering French Drain. Inlet Grates shall remain covered with filter fabric during construction until the system is ready to enter in operation.
9. Contractor to verify soil conditions at site. If much is encountered, contractor shall detect area and fill to grade with minimum 90% density.
10. All areas not paved must be sodded.
11. All work to be done in accordance with Miami-Dade County Public Works Standard and City of Bay Harbor Details and Specifications.
12. All topographic and survey information is based on Sketches of Survey prepared by Blanco Surveyors Inc.
13. Pipe requirements: French drain pipes shall be ADS Corrugated Polyethylene (Perforated). All other pipes shall be ADS N-12 Polyethylene Non-Perforated (or approved equal).
14. Contractor shall provide a Paving and Drainage "AS-BUILT" PLAN, certified by a Professional Registered Land Surveyor in the State of Florida reflecting all the features of the Stormwater System and should include: existing pavement and stable area grades, catch basin file and invert elevations, French drain length and outlet elevation, etc.
15. a. Drainage Trenches to be ZURK 2-BR 12" Parma-Trench as per ZURK FLO-DRAIN COMPANY (813) 754-7145 or approved equal.
 - b. Trench Drains shall be capable of conveying a minimum flow of 1,769 gpm at the last down stream section.
 - c. Contractor shall submit Shop Drawings and documentation for review and approval prior to ordering and shall strictly follow manufacturer's Specifications and Installation Instructions.
 - d. Trench Drain grates shall be selected by the Project Architect

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NOTES:

1. CLASS 1 CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. NO CHLORIDES ARE PERMITTED IN CONCRETE.
2. STEEL TO BE NEW BARS IN ACCORDANCE WITH ASTM A-615, GRADE 60.
3. NO INFLUENT PIPES SHALL BE CONNECTED TO WELL CHAMBER.
4. PROVIDE SHOP DRAWINGS OF SEDIMENT TANK FOR APPROVAL BEFORE FABRICATION. THIS SHALL INCLUDE MANHOLE FRAME AND COVER.
5. PRECAST OPTION IS ACCEPTABLE. CONTRACTOR MUST SUBMIT SHOP DRAWINGS SIGNED AND SEALED BY A STRUCTURAL ENGINEER TO PROJECT MANAGER FOR APPROVAL BY ENGINEER.
6. SEDIMENT TANK SHALL BE DESIGNED TO WITHSTAND H-20 LOADING.
7. CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM THE WELL DRILLER INSURING THAT THE DISPOSAL WELL ATTAINED A MINIMUM DISCHARGE CAPACITY OF 100 GPM AT 10 FEET OF HEAD (MINIMUM). IF THESE WELL DISCHARGE CAPACITIES ARE NOT OBTAINED, THE ENGINEER MUST BE NOTIFIED IMMEDIATELY.
8. CONTRACTOR SHALL MAINTAIN SEDIMENT TANK CLEAN OF ANY DEBRIS FOR THE LENGTH OF THE PROJECT. ENGINEER SHALL BE NOTIFIED FOR FINAL INSPECTION OF THE SEDIMENT TANK AND DRAINAGE WELL PRIOR TO ACCEPTANCE. TANK SHALL BE COMPLETELY DRAINED PRIOR TO FINAL INSPECTION.
9. PROPOSED DRAINAGE WELLS ARE NOT INTENDED TO BE USED FOR DEWATERING OPERATIONS DURING CONSTRUCTION.

SEDIMENT TANK AND DRAINAGE WELL NO 1 DETAILS

ISLAND HOUSE
AT
9201 EAST HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

no	date	revision/issue

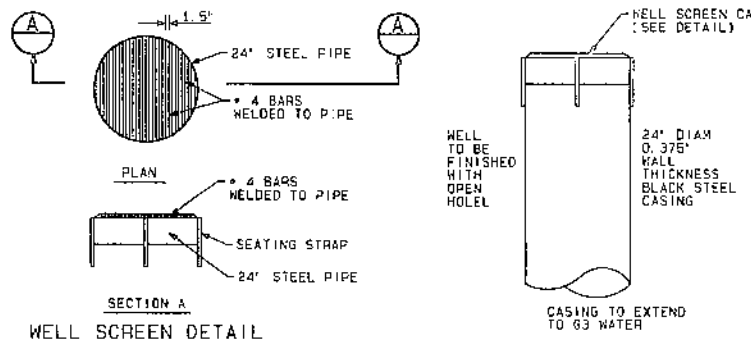
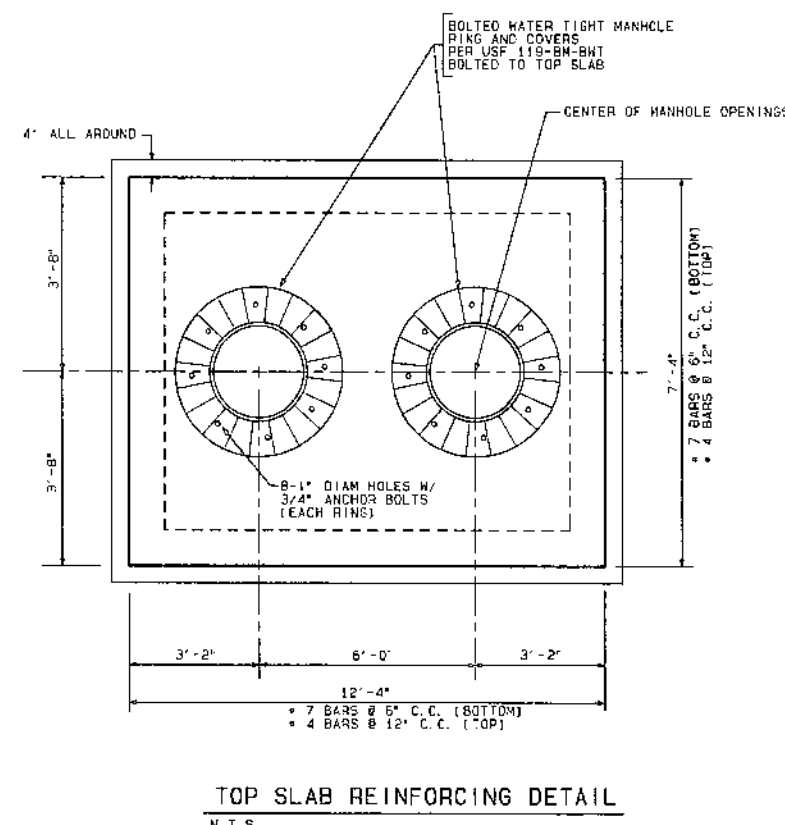
designed R. VARGAS
drawn N. SERRATE
checked L. SERRATE
approved R. VARGAS
proj no 12020-01
scale AS SHOWN
date MAY 1, 2013
cad ref 12020-16

RODOLFO J. VARGAS
PE # 35648

drawing

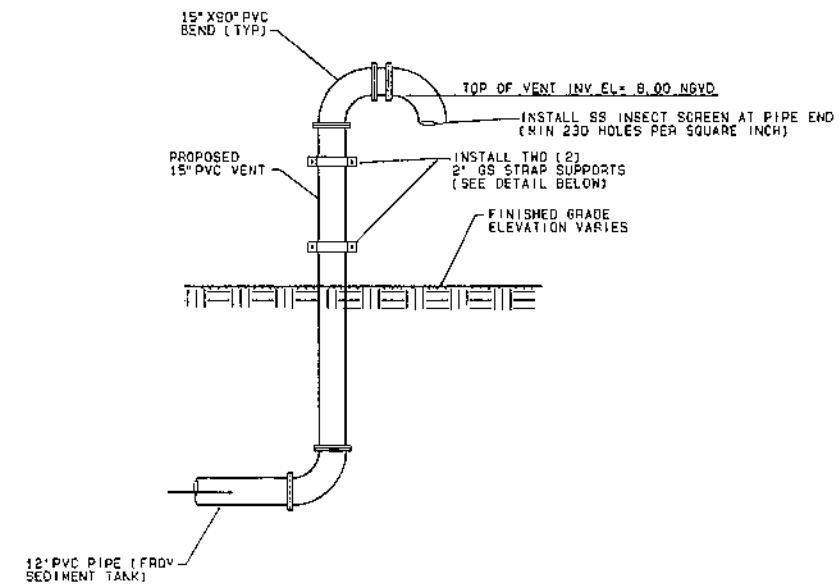
C-6

CIVIL
LAND DEVELOPMENT
TRAFFIC AND TRANSPORTATION
8550 W. FLAGLER ST. SUITE 113, MIAMI, FLORIDA 33144
TEL: (305) 551-6867 FAX (305) 551-4542
e-mail: vjv@vsneng.com

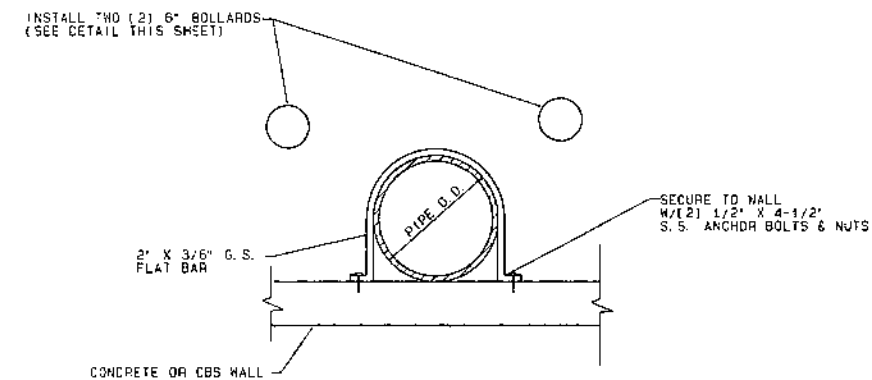


- ## SEDIMENT TANK AND DRAINAGE WELL NO 2 DETAILS

[illegible]



VENT ELEVATION DETAIL



VENT SUPPORT DETAIL

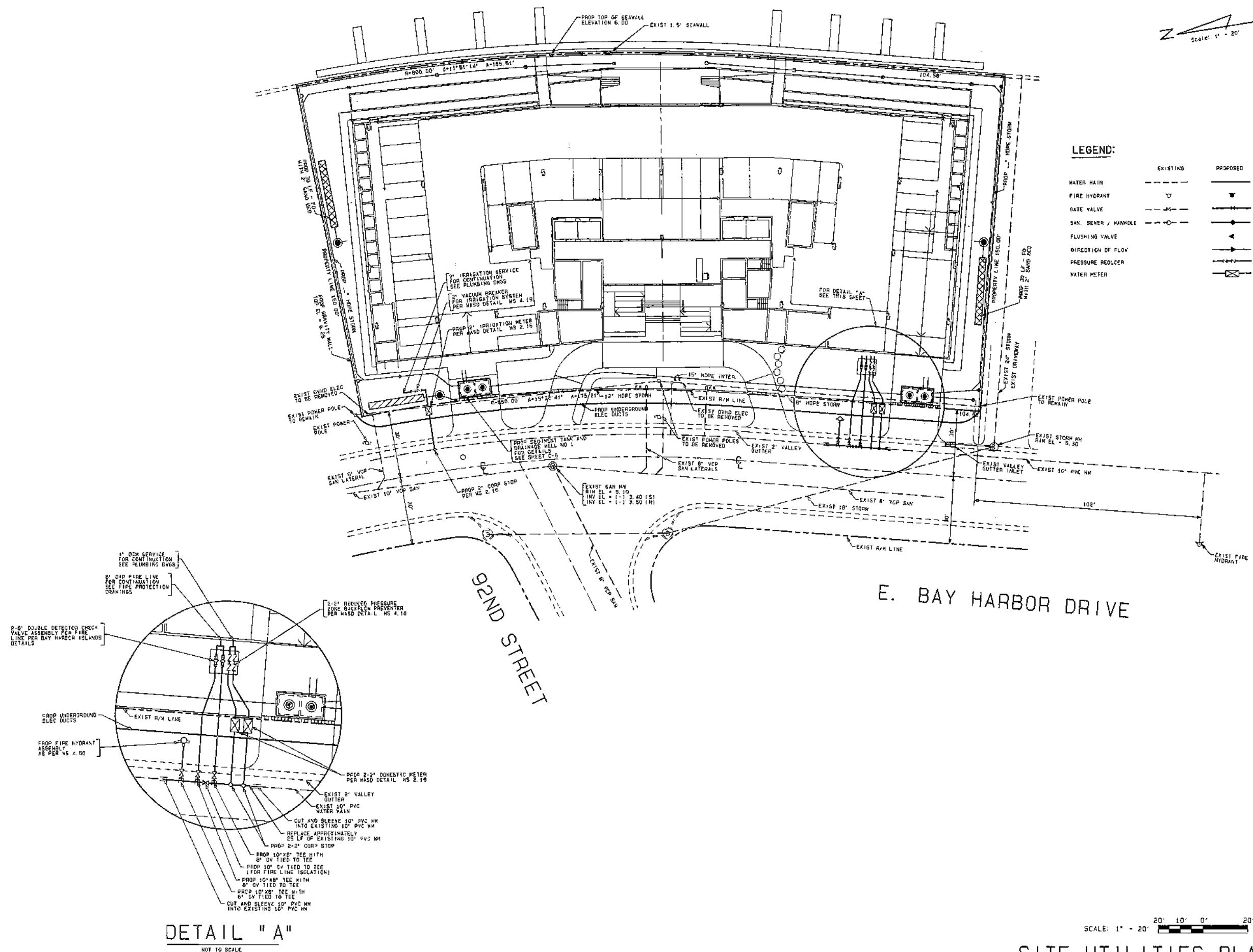
PRESSURE RELIEF VENT DETAIL
N.T.S.

SEDIMENT TANK
PRESSURE RELEASE VENT DETAIL

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CONFISCATE OF AUTHORIZATION NO. 9529

CANAL



SITE UTILITIES PLAN

engineering inc.
 CERTIFICATE OF AUTH. #529
 • CIVIL
 • LAND DEVELOPMENT
 • TRAFFIC AND TRANSPORTATION
 E 113, MIAMI, FLORIDA 33146
 FAX (305) 561-4542
[esneng.com](http://www.esneng.com)

Handwriting practice lines showing the letters V, S, and Z.

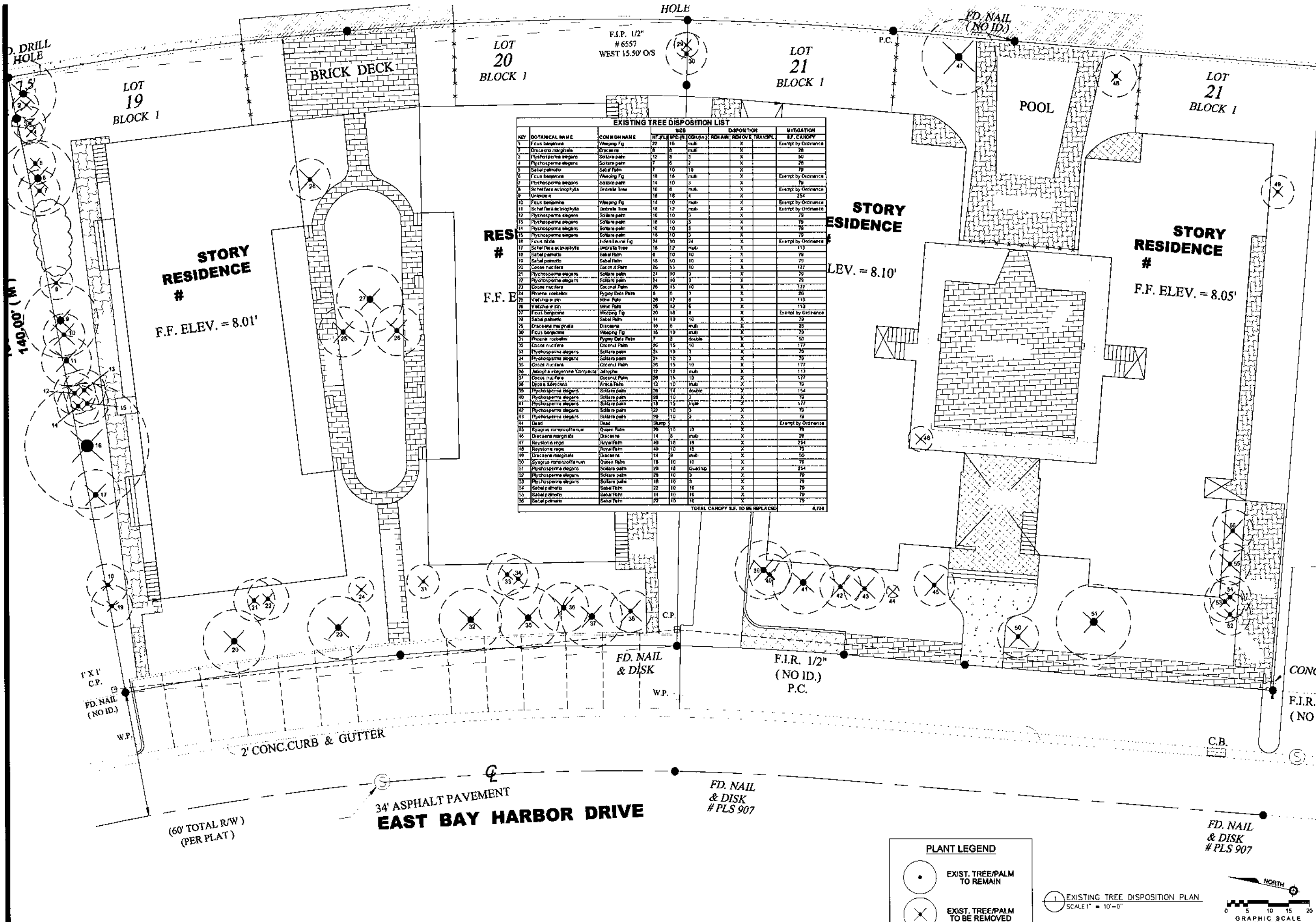
ISLAND CLUB TOWERS
AT
9201 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

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designed	L. SERRATE
drawn	N. SERRATE
checked	L. SERRATE
approved	R. VARGAS
proj no	12020-01
scale	1" = 20'
date	MAY 1, 2013
cad ref	12020-14

RODOLFO J. VARGAS
PE # 35648

C-9



17670 NW 78th Ave., Suite 214
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PHONE: 305-384-1015
EMAIL: info@rosenberggardner.com
CORPORATE # L00002266

LANDSCAPE ARCHITECTURE
LAND PLANNING
MEMBER
AMERICAN SOCIETY OF
LANDSCAPE ARCHITECTS

**ROSENBERG
GARDNER
DESIGN**

ISLAND HOUSE

9201 E. Bay Harbor Drive, Bay Harbor Islands, FL

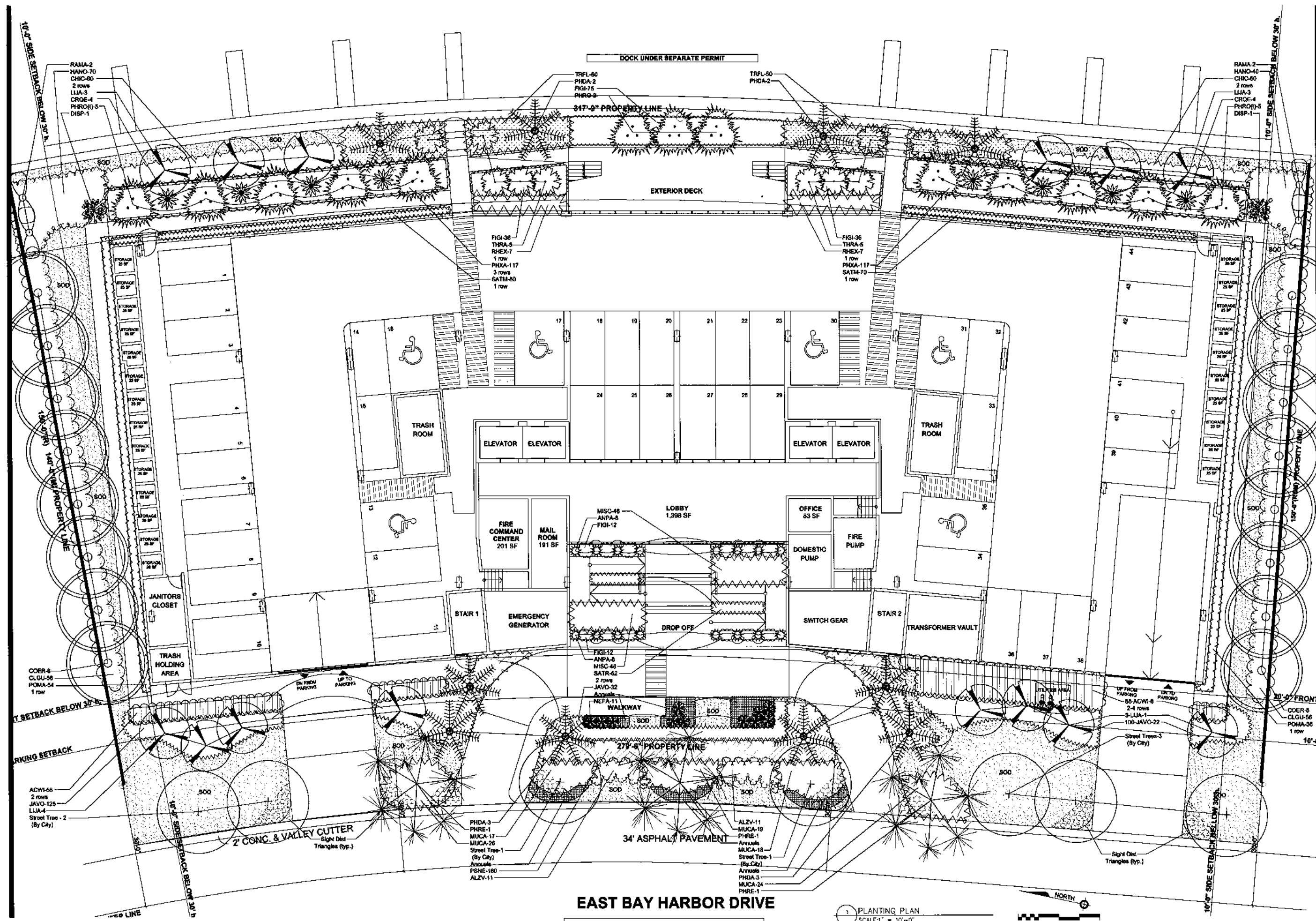
EXISTING TREE
DISPOSITION
PLAN

DATE: 11.19.2012

REVISIONS:
11.30.12
5.22.13

SCALE: 1"=10'-0"

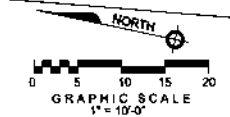
SHEET: LA-1



EAST BAY HARBOR DRIVE

NOTE: See Sheet LA-4 for Plant List

PLANTING PLAN
SCALE: 1" = 10'-0"



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CORPORATE # LCO000006



LANDSCAPE ARCHITECTURE
LAND PLANNING
MEMBER
AMERICAN SOCIETY OF
LANDSCAPE ARCHITECTS

ISLAND HOUSE
PLANTING PLAN

By Rosenberg	FL #141
Plan Gardner	FL #1565
DATE	11.19.2012
REVISIONS	
11.30.12	
5.22.13	
SCALE	1"=10'-0"
SHEET	LA-2

LANDSCAPE SPECIFICATIONS

PART 1 - GENERAL

1.1 SCOPE

A. Contractor shall provide all labor, materials, equipment, supervision, and related work necessary to complete the landscape work in accordance with the intent of the landscape plans, schedules and these specifications. The extent of work is shown on the drawings which are a part of this document.

1.2 CONTRACTOR QUALIFICATIONS

A. Landscape installation work to be performed by a Contractor Certified by the Florida Nurserymen, Growers and Landscape Association (FNLGA) as a Certified Landscape Contractor. Any pruning to be supervised by an Arborist, certified by the International Society of Arboriculture (ISA) and licensed in Miami-Dade County.

1.3 INVESTIGATION OF UTILITIES

A. Prior to beginning work, the Contractor shall be responsible to locate existing underground utilities. Check with all utility companies and Sunshine State, call (811).

1.4 SUBSTITUTIONS

A. Only materials specified will be accepted, unless approved in writing by the Landscape Architect in advance.

1.5 PLANT SIZES

A. All plant sizes shall equal or exceed the minimum sizes as specified in the plant list. When plant sizes are specified as a range of size, installed materials shall average the mean of the range specified. Plants shall be measured following pruning with branches in normal position. All necessary pruning shall be done at the time of planting.

1.6 PLANT QUALITY

A. All plant material shall be equal to or better than Florida No. 1, as classified by "Grades and Standards for Nursery Plants" by the Division of Plant Industry, Florida Department of Agriculture. They shall have a growth habit that is normal for the species, healthy, vigorous, free from insects, diseases and injury.

B. The Owner or Landscape Architect reserves the right to refuse any plant material which does not conform to the intent of the written specifications or design.

C. CIRCULING ROOTS FOUND ON CONTAINER-GROWN MATERIAL WILL NOT BE ACCEPTED UNLESS REMEDIAL ROOT PRUNING, APPROVED BY THE LANDSCAPE ARCHITECT IS DONE BEFORE PLANTING.

1.7 PLANT QUANTITY

A. The plant quantities shown on the plant list are to be used only as an aid to bidders. In the case of discrepancy between the plant list and the plan, the quantity on the plan shall override the plant list.

1.8 UNIT PRICES

A. The successful bidder shall furnish to the Owner and the Landscape Architect, a unit price breakdown for all materials. The Owner may, at his discretion, add to or delete from the materials utilizing the unit price breakdown submitted and accepted by the Owner.

1.9 SUBMITTALS

A. Fertilizer. The Contractor shall submit to the Owner and Landscape Architect documentation that all the fertilizer used for the project is of the analysis specified and listed at the rates specified in section 2.2 FERTILIZER.

B. Planting soil. The Contractor shall submit a sample of the planting soil (approximately 1 cu. ft.) for approval by the Landscape Architect prior to delivery to the site.

C. CLEAN UP & MAINTENANCE OF TRAFFIC
A. Follow procedures in FDOT Index 600 for maintenance of traffic during construction.

B. At the end of each work day, the Contractor shall remove debris and shall barricade the un-filled holes in a manner appropriate in the path of pedestrians and motorists.

C. Upon completion of the work or any major portion of the work or as directed by the Landscape Architect, all debris and surplus material from his work shall be removed from the job site.

1.11 MAINTENANCE PRIOR TO ACCEPTANCE

A. The Contractor is responsible to maintain the plantings until they are accepted under the provisions of 1.12 "ACCEPTANCE OF INSTALLATION".

1. Plants: Begin maintenance immediately following the final plant installation operation for each plant and continue until all plant installation is complete and accepted. Maintenance shall include watering all plants, weeding, mulching, pest and disease control, lightening and repairing of guys, repair of braces, removal of dead growth, resetting of plants to proper grade or upright position, restoration of plant saucer, litter pick-up in plant beds and other necessary operations to assure specified minimum grade of Florida No. 1.

2. Turf Areas: Begin maintenance of turf immediately following the placement of sod and continue until sod installation is complete and accepted. Maintenance shall include but not be limited to: watering, leveling, mowing, weed and pest control, fungus and disease control and other necessary operations as determined by the Landscape Architect and good nursery practice.

3. Re-setting or straightening trees and palms:
The Contractor shall re-set and/or straighten trees and palms as required at no additional cost to the Owner unless caused by sustained winds of 75 mph or more. Then, the costs of the operations may be charged to the owner. Re-set trees within 45 hours.

1.12 ACCEPTANCE OF INSTALLATION

A. Inspection. Inspection of the work, to determine completion of contract work, exclusive of the possible replacement of plants and turf, will be made by the Landscape Architect at the conclusion of the maintenance period. Written notice requesting such an inspection and submitted by the Contractor at least ten (10) days prior to the anticipated date.

1.13 GUARANTEE

A. Guarantee all plants for a period of one year (CCD). Guarantee shall commence from the date of written acceptance. Plant material which is on the site and scheduled to be relocated is not covered by the guarantee except in the case of Contractor's negligence or work that has been done in an unworkman-like manner. The Contractor is not responsible for loss due to acts of god, (i.e.) sustained winds of 75 mph or more, floods, frost, lightning, vandalism or theft.

1.14 REPLACEMENT

A. Replacement shall be made during the guarantee period as directed by the Landscape Architect within ten (10) days from time of notification. For all replacement plant material, the guarantee period shall extend for an additional forty-five (45) days beyond the original guarantee period. The Contractor shall be responsible to provide water to the replacement plants in sufficient quantity to aid in their establishment. At the end of the guarantee period, inspection will be made by the Landscape Architect, upon written notice requesting such inspection and submitted by the Contractor at least five (5) days before the anticipated date. Replacement plants must meet the requirements of Florida No. 1 at time of inspection. Remove from the site all plants that are dead or in a state of unsatisfactory growth, as determined by the Landscape Architect. Replace these and any plants missing due to the Contractor's negligence as soon as conditions permit.

1. Materials and Operations. All replacement plants shall be of the same kind and size as indicated on the plant list. The Contractor shall supply and plant the plants as specified under planting operations.

2. Cost of Replacements. A sum sufficient to cover the estimated cost of possible replacements, including material and labor will be retained by the Owner and paid to the Contractor after all replacements have been satisfactory made and approved by the Landscape Architect.

PART 2 - MATERIALS

2.1 PLANTING SOIL

A. Planting soil for trees, shrubs and ground covers shall be of the composition noted on the plans, measured by volume.

B. Soil for Sodded Areas: shall be coarse lawn sand.

2.2 FERTILIZER

A. Fertilizer for trees, palms, shrubs, and groundcovers shall be as follows: LESCO Palm Special 13-3-13 or equal. Sulfur coated with iron and other minor elements and maximum of 2% chlorine, or brand with equal analysis. The fertilizer shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original unopened containers, bearing the manufacturer's guaranteed analysis. Fertilizer for sod and seeded areas shall be 8-6-8, 50% organically derived nitrogen, or equal.

2.3 WATER

A. The Contractor shall provide potable water on site, available from the start of planting. The Contractor is responsible to ascertain the location and accessibility of the water source. The Contractor is responsible to provide the means of distribution (i.e. water truck, hoses, etc.) for distribution of water to the planting areas.

2.4 MULCH

A. Mulch shall be shredded Melaleuca mulch (Florimulch) as manufactured by Forestry Resources, Inc. or equal.

2.5 ROOT BARRIER MATERIAL

A. When specified in the plans, root barrier material shall be Biotamer (19.5 inch width) Reemay or approved equal.

B. Install per details in the plans

PART 3 - INSTALLATION PROCEDURES

3.1 LAYOUT

A. Verify location of all underground utilities and obstructions prior to excavation.

3.2 HERBICIDE TREATMENT

A. In all areas infested with weed and/or grass growth, a systemic herbicide such as Roundup, shall be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide shall be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor shall schedule his work to allow more than one application to obtain at least 95% kill of undesirable growth. If necessary, Contractor shall conduct a test to establish suitability of product and application to be used on this project, prior to execution of the full application.

3.3 PLANT PIT EXCAVATION AND BACKFILLING

A. Trees: See the Planting and Bracing Details and notes.

B. All planting holes shall be hand dug where machine dug holes may adversely affect utilities or improvements.

C. Shrubs and Groundcover: Shrubs and groundcover shall be planted in a soil bed as described in the notes and details. Space shrubs and provide setback from curb and pavements as shown in the plans.

D. Watering of field-grown plants: Thoroughly puddle in water to remove any air pockets in the plant hole.

3.4 WATERING

A. The Contractor is responsible to provide the water for all new plants and transplants and means of distribution (i.e. hand watering or water truck) during the maintenance period and extending into the period after acceptance until the full schedule as listed below is complete. Water for trees and other large field-grown plants shall be supplemented by hand or water truck, in addition to the irrigation system, (if one is provided). Contractor can adjust watering schedule during heavy rain season upon approval of the Landscape Architect.

AMOUNT OF WATER PER APPLICATION

For trees up to 5 inch caliper - 5 gallons
From 5 to 8 inch caliper - 25 gallons
9 inch and up caliper - 50 gallons

FREQUENCY OF WATER

Daily for the first week
3 times per week for weeks 2 - 5
2 times per week for weeks 6 - 8
1 time per week for weeks 9 - 12

B. Water in plants by thoroughly soaking of the entire root ball immediately after planting. For large trees and shrubs, add water while backfilling hole to eliminate any air pockets in the soil around the root ball.

C. Water shrubs, sod and groundcover a minimum of once daily for a week or until an irrigation system is fully operational. If no irrigation system is to be installed, the Contractor shall be responsible for watering the shrub, sod, and groundcover for the time specified above, after installation of each section of the planting installed.

3.5 FERTILIZING

A. Add fertilizer on top of the surface of shrubs beds and tree and palms root balls two (2) months after installation. Fertilize sod within two (2) days after installing after planting of each segment of the job. Fertilizer shall be applied after soil has been well moistened. Fertilizer shall be washed off of plant leaves and stems immediately after application. Apply at the following rates:

1. Trees and Large Shrubs: One (1) pound per inch of trunk diameter, spread evenly over the root ball area.
2. Shrubs: One half (1/2) handful per shrub, spread evenly over the root ball area.
3. Groundcover: Twelve (12) pounds per 100 sq. ft. of bed area.

4. Sod: Twelve (12) pounds per 1,000 sq. ft. Wash fertilizer off blades immediately after spreading.

3.6 MULCHING

A. Spread mulch two (2) inches thick uniformly over the entire surface of shrubs and groundcover beds, depth measured after setting, unless otherwise specified in the plans. Provide 36" diameter bed of mulch, measured from outer edge of the trunk, for all trees and palms planted in sod areas. Keep mulch away from contact with the trunk. Create a 6" high ring of mulch at the outer edge of tree and palm holes.

3.7 GUYING AND BRACING

A. See the details bound herewith or made part of the plans.

3.8 SODDING

A. Provide a blanket of lawn sand as described in the notes in these plans. Prior to planting, remove stones, sticks, etc. from the sub-soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

B. Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes. The sod shall be rolled with a 500 pound hand roller immediately after placing.

C. Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" from trees, measured from the edge of plant or tree trunk.

D. Sod shall be watered immediately after installation to uniformly wet the soil to at least two inches below the bottom of sod strips.

E. Apply fertilizer to the sod as specified in Section 3.5.

F. Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement, or adjacent existing sod.

PLANT BED PREPARATION NOTES

1. In all areas where new sod and shrub and groundcover masses are to be planted, kill all existing weeds by treating with Roundup prior to beginning soil preparation.

2. In all shrub and groundcover beds, prepare soil as described for either condition, over the entire area to be planted.

Condition A:

If any compacted road base or asphalt or rocky soil is encountered, remove compacted material entirely to allow an 18" depth of planting soil. Backfill the entire area of the shrub and groundcover beds with 18" planting soil (as specified in Plans) to within 2 inches of the adjacent pavement or top of curb.

Condition B:

Where no compacted soil is encountered, thoroughly mix 6 inches of planting soil into the existing soil to a depth of 18 inches. If required, excavate and remove the existing soil to lower the grade, so that the prepared mix is finished to a minimum of 2 inches below top of curb or adjacent walkway.

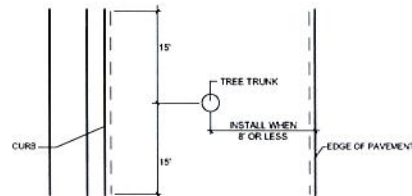
For all sod areas: spread a 2" deep layer of lawn sand prior to sodding. Remove all debris and rocks and pebbles larger than 1 inch in size and level the grade before sodding. Remove, if required, existing soil so that top of sod is flush with and adjacent top of curb or pavement.

SPACING OF PLANTS (SEE PLANT SPACING DETAIL)

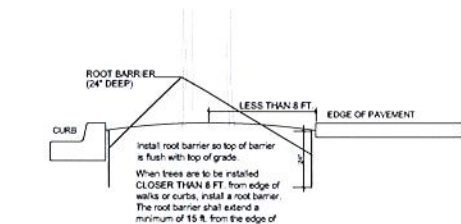
1. Plants shall be planted sufficiently away from edges of pavements or curbs, to allow for growth toward the edges of the bed.

PROTECTION OF PLANTS

1. The Contractor shall be responsible to protect existing trees and shrubs in and adjacent to the area of work. Erect barriers as necessary to keep equipment and materials, any toxic material, away from the canopy drip line of trees and shrubs. DO NOT PILE SOIL OR DEBRIS AGAINST TREE TRUNKS OR DEPOSIT NOXIOUS BUILDING SUPPLIES OR CHEMICALS WITHIN THE DRIP LINE.

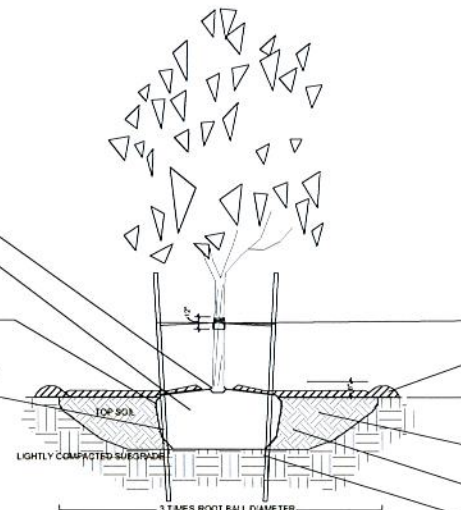


PLAN VIEW



ROOT BARRIER INSTALLATION DETAIL

N.T.S.



PLANTING & BRACING DETAIL UNDER 3 1/2\"/>

N.T.S.

TREE LEGEND

SYMBOL USED ON PLAN		PLANT NAME		NATIVE SPECIES		HEIGHT		CANOPY DIAMETER	QUANTITY (as trees)
Symbol	New	Existing	Scientific	Common	Yes	No	Installed	Estimated at maturity	
COER	16		Conocarpus erectus	Green Buttonwood	X		16'	30'	18
LUJA	11		Ullistonia japonica	Japanese Privet		X	12'	14'	11
Street Trees(TBD)	7		To Be Determined by City		X		16'	30'	7
PHDA	10		Phoenix dactylifera	Date Palm		X	26'	50'	3
PHRE	3		Phoenix reclinata	Senegal Date Palm		X	16'	30'	1
PHRO	13		Phoenix roebellini	Pygmy Date Palm		X	8'	14'	4
RAMA	4		Ravanelia madagascariensis	Traveler's Palm		X	14'	30'	1
TOTAL									43

Required Tree Sizes for 54' Story Building

Required		Provided	
50% Trees @ 16-18' x 7' or Palms @ 22-28'		33	
25% Trees @ 18-20' x 7' or Palms @ 22-28'		14	
25% Trees @ 12 x 5 (min req) or Palms @ 14-18'		51	

LANDSCAPE LEGEND (this information to be permanently affixed to the plan.)

Zoning District: RM-1 Net Lot Area: 1.02 (acres) 45,001 (square feet)

OPEN SPACE REQUIREMENTS

A. Square feet of open space required by Chapter 33, as indicated on site plan: 9,000 REQUIRED 11,806 PROVIDED

Net Lot area = 45,001 square feet x 20 % = 9,000 square feet

B. Square feet of parking lot open space required by Chapter 16A, as indicated on site plan: - REQUIRED - PROVIDED

The number of parking spaces: 0 x 10 square feet per parking space = -

C. Total square feet of landscaped open space required by Chapter 33 = A+B = 9,000 REQUIRED 11,806 PROVIDED

LAWN AREA CALCULATION

A. Total square feet of landscaped open space required by Chapter 33 = 9,000 REQUIRED 11,806 PROVIDED

B. Maximum lawn area (St. Augustine sod) permitted = 20 % = 1,800 square feet = 2,360

TREES

A. The number of trees required per net lot acre: 28 REQUIRED 34 PROVIDED

less the existing number of trees that meet the minimum requirements (minus) -

TOTAL NEW SITE TREES REQUIRED 28 34

B. Street trees (max. average spacing of 35' o.c.): 230 linear feet along street / 35' = 7 REQUIRED 10 PROVIDED

Palms as street trees (max. average spacing of 25' o.c.): 0 linear feet along street / 25' = 0

Street trees located directly beneath power lines (Max. average spacing 25' o.c.): -

linear feet along street / 25' = 0

TOTAL STREET TREES REQUIRED 7 7

GRAND TOTAL TREES REQUIRED 36 43

GRAND TOTAL NEW TREES REQUIRED 36 43

C. 25% palm species allowed (three palms = one tree). Palms provided = 21 40

D. Percentage of native trees required = number of trees provided x 50% = 18 23

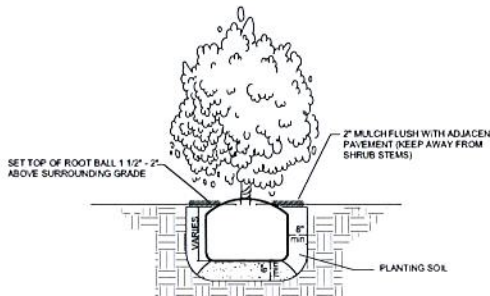
E. Percentage of drought tolerant trees required = number of trees provided x 50% = 18 23

SHRUBS

A. The total number of trees required x 10 = the number of shrubs required 360 1801

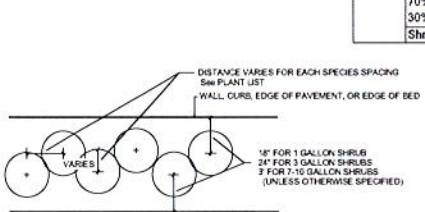
B. The total number of trees required x 30% = the number of native shrubs required 108 508

IRRIGATION: Required by Chapter 33. Auto Irrigation X or hose bib provided



SHRUB INSTALLATION DETAIL

N.T.S.

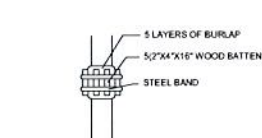


SHRUB SPACING DIAGRAM

N.T.S.

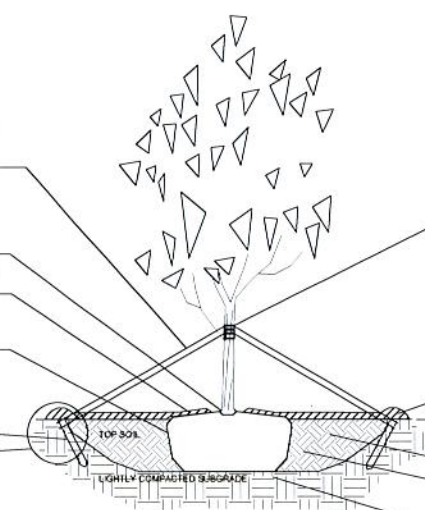
DETAIL A

N.T.S.



BATTEN DETAIL B

N.T.S.



PLANTING & BRACING DETAIL OVER 3 1/2\"/>

N.T.S.

17670 NW 78th Ave., Suite 214
MIAMI, FLORIDA 33155
PHONE: 305-393-1016
EMAIL: info@rosenberggardner.com
CORPORATE # LC0000266

LANDSCAPE ARCHITECTURE
LAND PLANNING
MEMBER
AMERICAN SOCIETY OF
LANDSCAPE ARCHITECTS

ROSENBERG
GARDNER
DESIGN

ISLAND HOUSE

9201 E. Bay Harbor Drive, Bay Harbor Islands, FL

PLANTING NOTES
SPECIFICATIONS
AND DETAILS

Bill Rosenberg FL LA #143

Ken Gardner FL LA #150

DATE 11.19.2012

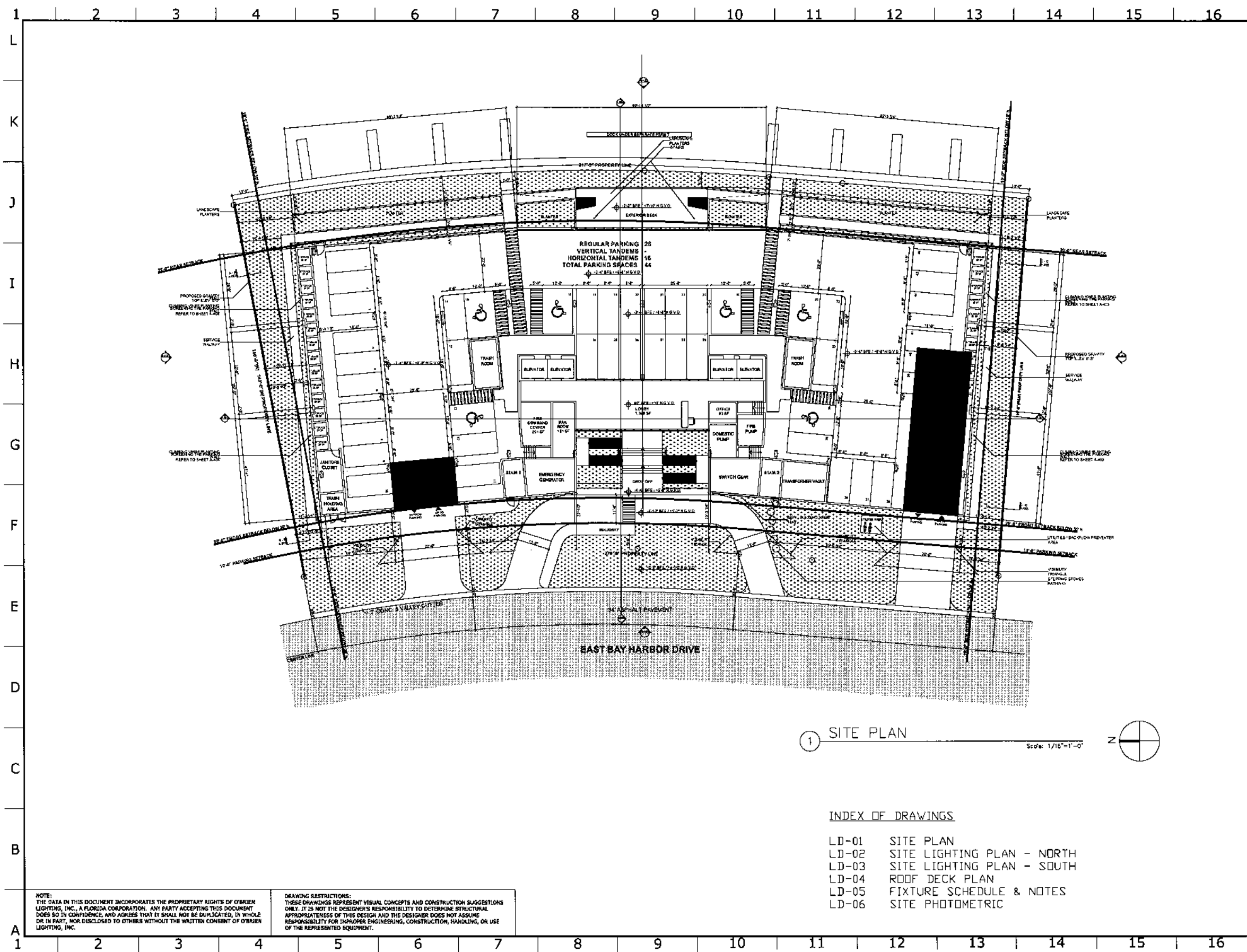
REVISIONS

11.30.12

5.22.13

SCALE 1"=10'-0"

SHEET LA-4



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

INDEX OF DRAWINGS	
LD-01	SITE PLAN
LD-02	SITE LIGHTING PLAN - NORTH
LD-03	SITE LIGHTING PLAN - SOUTH
LD-04	ROOF DECK PLAN
LD-05	FIXTURE SCHEDULE & NOTES
LD-06	SITE PHOTOMETRIC

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1	MEP EGRESS LTG.
2	COORDINATION UPDATE
3	COORDINATION UPDATE
4	DESIGN REVISION

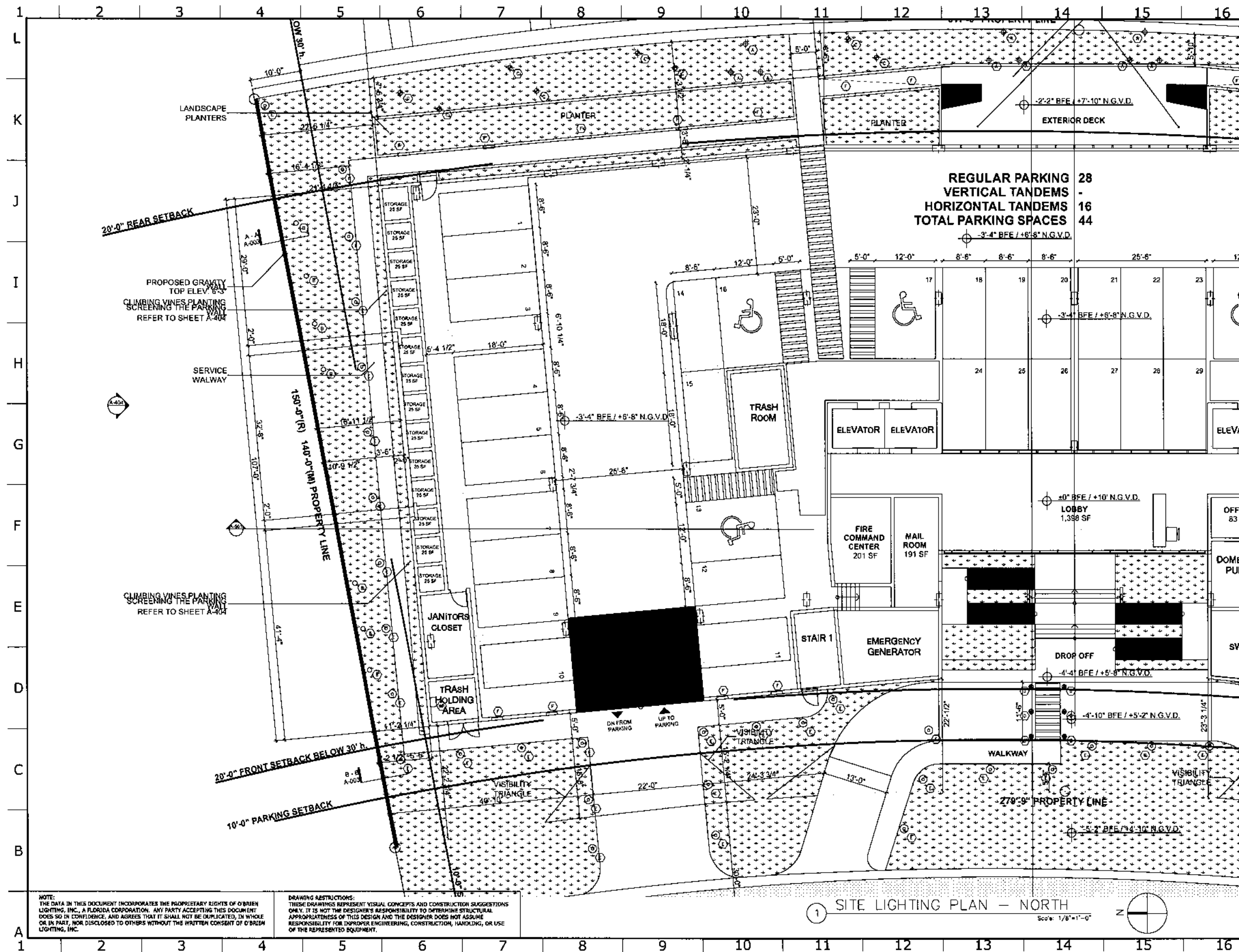
O'BRIEN LIGHTING INC.
2601 SOUTH BAYSHORE DRIVE, SUITE 245
MIAMI, FLORIDA 33133
305.774.0416 | INFO@OBIENLIGHTING.COM

ISLAND HOUSE
9201 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL
SITE PLAN

DATE: 05-09-2013	PROJECT: 2012-103
SCALE: AS NOTED	ISSUED: 00-00-00
DRAWN: M.O.B.	DWG. L.D.

DRAWING NUMBER:
LD-01
1 of 6

LIGHTING
DESIGN DRAWING



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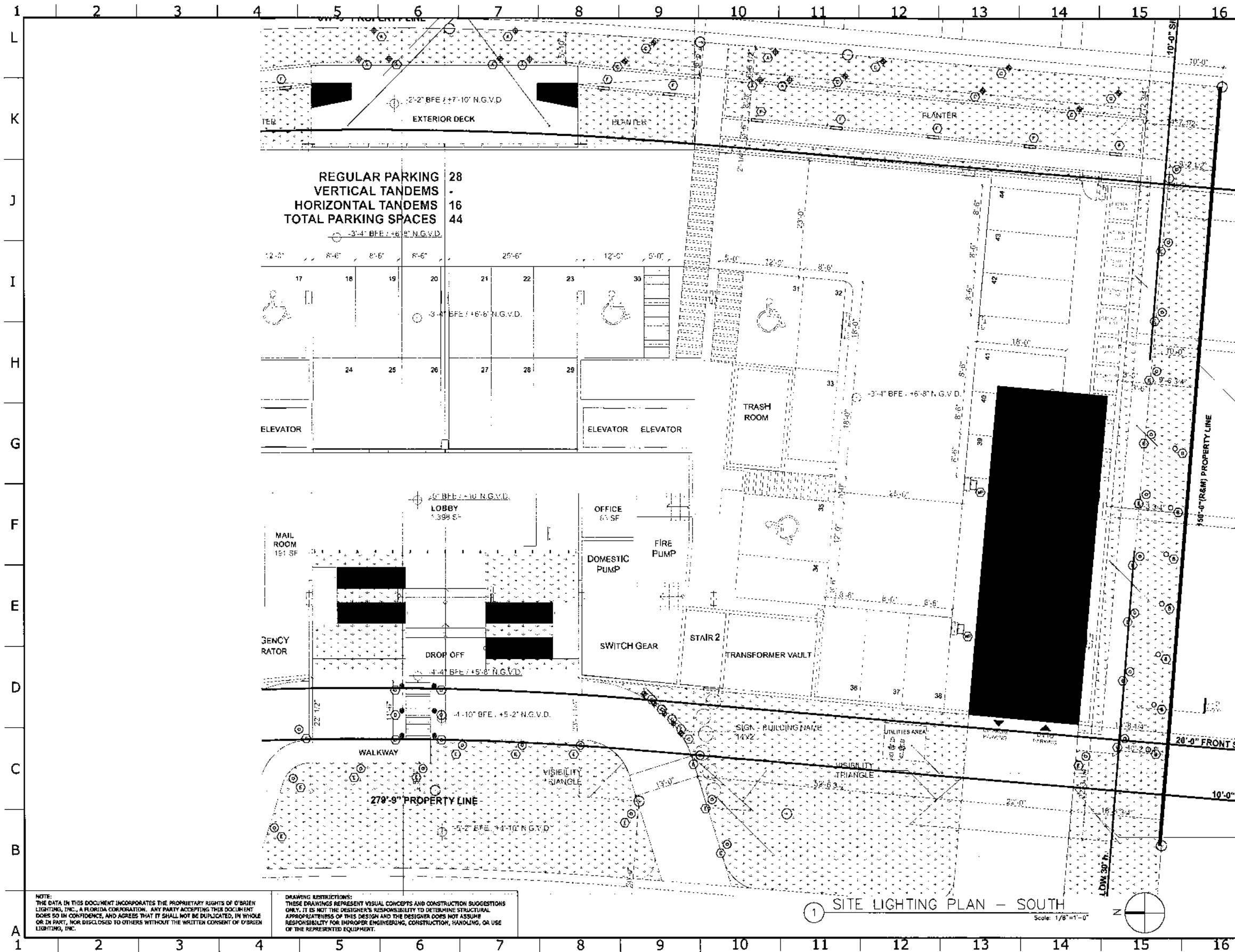
O'BRIEN LIGHTING INC.
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305.774.0416 | INFO@OBRIENLIGHTING.COM

ISLAND HOUSE
9201 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL
SITE LIGHTING PLAN

DATE: 05-09-2013
SCALE: AS NOTED
DRAWN: M.O.B.

PROJECT: 2012-103
ISSUED: 00-00-00
DWG. NO.: LD-02
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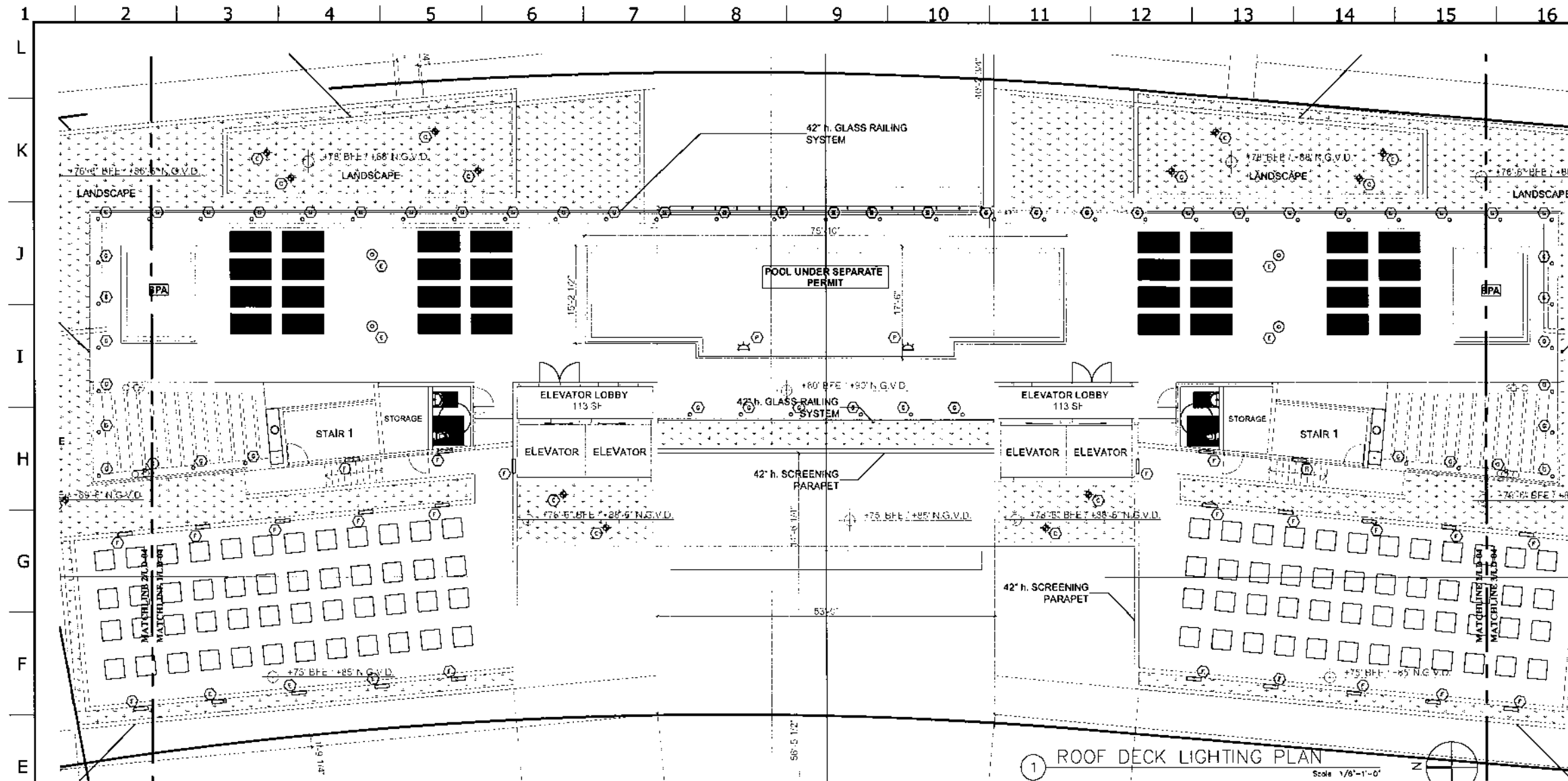
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MIAMI, FLORIDA 33133
305.774.0416 | INFO@OBRLENLIGHTING.COM
I.E.S. N.A. 2002

ISLAND HOUSE
9201 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL
SITE LIGHTING PLAN

DATE: 05-09-2013	PROJECT: 2012-103
SCALE: AS NOTED	REVISION: 00-00-00
DRAWN: M.O.B.	DATE: 05-09-2013

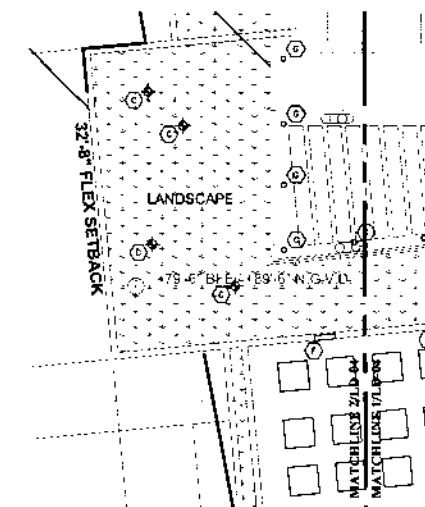
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LD-03
3 of 6

LIGHTING
DESIGN DRAWING



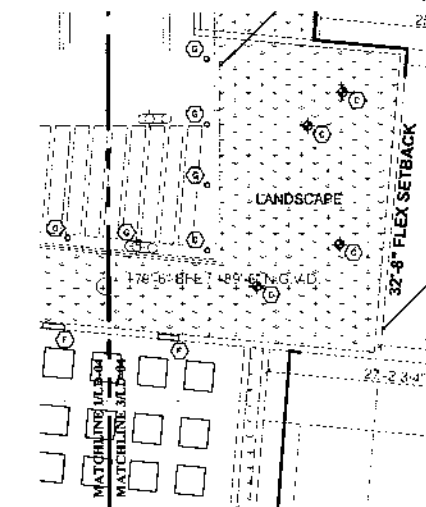
① ROOF DECK LIGHTING PLAN

Scale: 1/8"=1'-0"



② ROOF DECK LIGHTING - NORTH

Scale: 1/8"=1'-0"



③ ROOF DECK LIGHTING - SOUTH

Scale: 1/8"=1'-0"

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MIAMI, FLORIDA 33133
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1.6.5 N.A. 2002

ISLAND HOUSE
9201 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL
ROOF DECK PLAN

DATE: 05-09-2013
SCALE: AS NOTED
DRAWN: M.O.B.

PROJECT: 2012-103
ISSUED: 00-00-00
DWG. L.D.

DRAWING NUMBER:
LD-04
4 of 6

LIGHTING
DESIGN DRAWING

DRAWING RESTRICTIONS:
THESE DRAWINGS REPRESENT VISUAL CONCEPTS AND CONSTRUCTION SUGGESTIONS ONLY. IT IS NOT THE DESIGNER'S RESPONSIBILITY TO DETERMINE STRUCTURAL APPROPRIATENESS OF THIS DESIGN AND THE DESIGNER DOES NOT ASSUME RESPONSIBILITY FOR IMPROPER ENGINEERING, CONSTRUCTION, HANDLING, OR USE OF THE REPRESENTED EQUIPMENT.

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 20.

ITEM: Consideration and approval of a private TDR transaction of the transfer of two (2) dwelling unit from 9300 W. Bay Harbor Drive Condominium, Inc. (9300 W. Bay Harbor Drive) to Island Club Towers, LLC (9161 & 9201 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, plans, and other supporting documents.

DESCRIPTION:

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney draft a resolution setting forth the Town Council's approval and recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	mm staff report	MM staff report 9300 WBHD.pdf
2.	TDr Application	TDR Applicaiton - 9161-9201 EBHD - July 2014 (2).pdf
3.	Staff report - bldg	9300 WBHD bldg report.pdf
4.	Code Compliance report	Code C. report 9300WBHD.pdf
5.	Site Plans	Island House Site Plans.pdf

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Marante, Town Clerk

From: Michael J. Miller, AICP *MEM*

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 7/28/2014

Re: Transfer of Development Rights (TDR)

CC:

Island House / aka Island Club Towers

(87 Total DU)

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ As Requested

TDR Request – 2 Private DU

Donor Site: 9300 W. Bay Harbor Dr. / Lots 14 & 15 of Block 2 (9300 West Bay Harbor Drive Condo)

Receiving Site: 9201 E. Bay Harbor Dr. / Lots 19-22 of Block 1 (Island House / aka Island Club Towers)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Island House / aka Island Club Towers) was granted Site Development Plan approval by the Town's PZ Board on July 16th, 2013 for 87 DU (application states 86 DU). The allowable base zoning density of 34 DUA would allow 35 DU on the receiving site (1.03 acres X 34 DUA = 35.02 or 35 DU). Since the proposed project includes 87 total dwelling units this requires the acquisition of 52 TDR units. The developer of the receiving site (Island House) has a concurrent application with another nearby privately-owned / fully developed site to acquire additional TDR units (9 TDR units on application / 8 TDR units possible per MMPA calculations). The applicant will still need to acquire 41 TDR units prior to construction.

The donor site, in this instance, is currently developed as a two lot / 4-story / 8 DU apartment complex. The donor site is located at 9300 W. Bay Harbor Drive and the legal description is Lots 14 & 15 of Block 2. A survey was not submitted (required) in the package MMPA received; however, the Town staff has verified that the donor site previously conveyed 11-feet of land to the Town for off-street parking in the Town swale but has recently finalized a Quit Claim Deed returning the land back to the property owner. The total combined donor site land area is 22,500 sq. ft. / .52 acres is size according

July 28, 2014

to the Miami-Dade County Property Appraisers website and is entitled to 18 DU (.52 acres at 34 DUA = 17.68 or 18 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). In 2006 the donor site contracted with the Millennium West (aka RIVA) project to sell them 8 TDR units. With 8 DU on the site, 8 TDR units previously sold and 18 DU allowed by right, the donor site has the ability to convey the two (2) TDR units requested.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ _____
TDR UNITS REQUESTED _____ PROJECT TOTAL UNITS _____
APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@taubco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Islands, FL		Zip Code 33154
Relationship to Property: owner		

RECEIVER SITE INFORMATION

Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@taubco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Islands, FL		Zip Code 33154
Property Address/Location 9161 & 9201 East Bay Harbor Drive		
Legal Description: LOT(S) 19, 20, 21 & 22 BLOCK 1		
Folio Number 13-2227-001-0170 & 13-2227-064-0010		Current Zoning RM-1
Property size 1 acre (1.03)		Purchase date 11/1/2001
Existing use of the property 37 residential units		
Describe Existing Structure on Property Four 2-story buildings		
Dwelling units to be received 2		
Total Dwelling units including TDR 86		

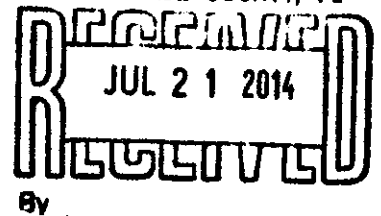
HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 07/16/2013

If Not, then attach preliminary site plan.

TOWN OF BAY HARBOR ISLANDS
MIAMI-DADE COUNTY, FL



ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☐ No ☒

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name 9300 West Bay Harbor Drive Condominium, Inc.		
Phone (786) 441-9600	Robin@floridianmanagement.com e-mail	Fax ()
Address 17800-A West Dixie Hwy, Suite A		
City and State North Miami Beach, FL		Zip Code 33160
Property Address/Location 9300 W Bay Harbor Drive		
Legal Description: LOT(S) 14&15 BLOCK 2		
Folio Number 13-2227-009*	Current Zoning RM-1	Year built 1966
Property size N22,500 s.f.	Purchase date DCO 8/1966	
Existing use of the property 8 multifamily residential units		
Describe Existing Structure on Property 1 multifamily building		
Dwelling units to be transferred to TDR Bank 2 to Receiver Site		
Units permitted 18		

*-0010, -0020, -0030, -0040, -0050, -0060, -0070 & -0080

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)
Survey must be current (no more than 6 months old)

Receiver Site	Name of Surveyor Blanco Surveyors, Inc.		
	Address 555 North Shore Drive, Miami Beach, FL 33141		
	Phone (305) 865-1200	e-mail blancosurveyorsinc@yahoo.com	Fax (305) 865-7810
Donor Site	Name of Surveyor		
	Address		
	Phone ()	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ Building must have obtained 40 or 50 Year Certification - If Applicable
- ☐ Outstanding Liens or Code Violations must be cured and/or paid - If Applicable

Other inspections to be performed may include, but are not limited to, the following items:

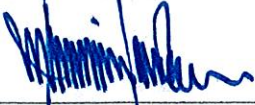
- ☐ Exterior paint
- ☐ Steps
- ☐ Pool/Recreation facilities
- ☐ Electrical System
- ☐ Roofing
- ☐ Windows
- ☐ Railings
- ☐ A/C equipment
- ☐ Doors
- ☐ Landscaping
- ☐ Fences/Walls
- ☐ Roof mounted equipment/screening
- ☐ Elevators
- ☐ Parking area
- ☐ Plumbing

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE



Signature of Owner (Applicant)

July 18, '14

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of July, 2014,
by Irwin Tauber on behalf of
Island Club, LLC, a Florida (corporation) (partnership) (Other:
.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:



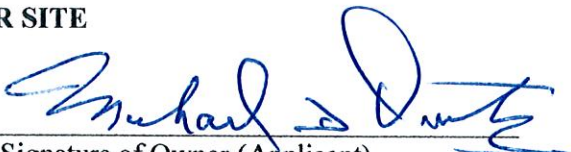
JOANNA ALONSO
MY COMMISSION # FF 117212
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services



Notary Public, State of Florida

Print Name: Joanna Alonso

DONOR SITE


Signature of Owner (Applicant)
PRESIDENT

July 17 2014

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of July, 2014,
by Michael Drouitz on behalf of
9300 West Bay Harbor Dr. Condo, a Florida (corporation) (partnership) (Other:
.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: Robin Sabow



AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Agreement") is made and entered into as of the _____ day of July, 2014 (the "Effective Date") by and between ISLAND CLUB TOWERS, LLC, a Florida limited liability company (the "Purchaser"), and 9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC., a Florida corporation not-for-profit (the "Seller"). Purchaser and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Seller is the owner of that certain real property located in Miami-Dade County, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Seller Property"). The Seller Property has 2 transferable development rights (collectively, the "TDRs") that can be assigned, transferred and allocated to another property within the Town of Bay Harbor Islands in order to increase the development density of such other property.

B. Purchaser is the owner of that certain real property located in Miami-Dade County, Florida more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Property"). Purchaser seeks to purchase from Seller all of the available TDRs of the Seller Property for use in connection with the development and construction of the Property.

C. Seller has agreed to sell the TDRs to Purchaser, and Purchaser has agreed to purchase the TDRs from Seller, upon the terms and conditions contained hereinafter.

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by each Party to the other, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Agreement to Sell and Purchase. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits and adjustments set forth in this Agreement, Purchaser shall pay Seller \$80,000.00 (the "Purchase Price") for the TDRs at "Closing" (as hereinafter defined) in good and immediately available United States funds by wire transfer to an account designated by Seller. The Purchase Price is predicated upon: (i) a per TDR purchase price of \$40,000.00 (the "Per TDR Purchase Price"); (ii) the Seller Property having 2 TDRs that can be conveyed and allocated to the Property; and (iii) Seller being able to convey and allocate 2 TDRs from the Seller Property to the Property. If the number of TDRs that can be conveyed and allocated from the Seller Property to the Property is greater or less than 2 TDRs, then the Purchaser Price shall be adjusted up or down based on the actual number of TDRs that can be conveyed and allocated from the Seller Property to the Property multiplied by the Per TDR Purchase Price; it being the intention of the Parties that Purchaser be obligated to pay for the TDRs that can actually be conveyed and allocated from the Seller Property to the Property.



(b) Purchaser shall deliver to GrayRobinson, P.A. (the "Escrow Agent"), within ten (10) business days after the Effective Date, a "Deposit" in an amount \$16,000.00 to be held in escrow by the Escrow Agent. The Escrow Agent shall hold and disburse the Deposit in and from escrow pursuant to the terms and provisions of this Agreement. Provided this Agreement is not earlier terminated, then at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller; and (ii) Purchaser shall receive a credit against the Purchase Price in the amount of the Deposit.

4. Fees, Costs, Expenses, Credits and Prorations. The Parties agree that:

(a) Seller shall pay (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Seller in connection with the transaction contemplated by this Agreement; and (ii) the cost of all documentary stamp tax, surtaxes and other governmental impositions due on the "Deed" (as hereinafter defined).

(b) Purchaser shall pay: (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Purchaser in connection with the transaction contemplated by this Agreement; and (ii) the cost to record the Deed.

5. Deliveries. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser (collectively, the "Deliveries"): (a) copies of its articles of incorporation, bylaws and declaration of condominium (together with all amendments, modifications and supplements to such articles of incorporation, bylaws and declaration of condominium); (b) copies the approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members in order to enter into and perform under this Agreement and to consummate the transaction contemplated herein; and (c) a copy of a resolution from its board of directors authorizing the execution of and performance under this Agreement and the consummation of the transaction contemplated herein.

6. Inspection Period. Purchaser shall have until 5:00 PM Eastern Standard Time of the date that is sixty (60) days after the Effective Date (the "Inspection Period") to perform whatever due diligence Purchaser elects to perform with respect to the TDRs and Seller's ability to convey the same to Purchaser. If Purchaser is not, in its sole and absolute discretion, satisfied with its due diligence of the TDRs for any reason whatsoever, then Purchaser shall have the right to terminate this Agreement by delivering a written notice of termination to Seller prior to the expiration of the Inspection Period. If Purchaser timely delivers a written notice of termination to Seller, then this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. If, however, Purchaser does not timely deliver such termination notice to Seller, then Purchaser shall have waived its right to terminate this Agreement under this Section.

7. Representations, Warranties, Covenants and Agreements of Seller. Seller hereby represents, warrants, covenants, agrees and states to and with Purchaser as follows:

(a) Seller is the owner of good and marketable fee simple title to the TDRs free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances, and at Closing Seller shall convey to Purchaser good and marketable fee simple title to the TDRs free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances.

(b) Seller has the full right, power and authority to enter into and perform under this Agreement and to consummate the transaction contemplated herein. Seller does not need any further



consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Seller is duly authorized to execute and bind Seller to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Seller.

(c) Neither the entering into of this Agreement, nor the performance of any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Seller of (A) any formation, organizational or governance document of Seller, (B) any agreement, document or instrument to which Seller is a party or by which Seller, the Seller Property or the TDRs are subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Seller, the Seller Property or the TDRs; or (ii) result in the violation of any law, rule, regulation, ordinance, code or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Seller, the Seller Property or the TDRs.

(d) The Deliveries, as delivered to Purchaser, are true, correct and complete copies of each such Delivery.

(e) Seller has obtained all approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members in order to enter into and perform under this Agreement and to consummate the transaction contemplated herein.

(f) Seller has obtained a resolution from its board of directors authorizing the execution of and performance under this Agreement and the consummation of the transaction contemplated herein.

(g) No other person or entity has any right of first refusal, right of first offer or other right to purchase or acquire the TDRs from Seller, and from and after the Effective Date Seller shall not grant or enter into any agreement with any person or entity for any right of first refusal, right of first offer or other right to purchase or acquire the TDRs from Seller.

All of the representations, warranties, covenants, agreements and statements of Seller set forth in this Section shall be true and correct at all times from the Effective Date through and including the "Closing Date" (as hereinafter defined) and shall survive Closing.

8. Representations, Warranties, Covenants and Agreements of Purchaser. Purchaser hereby represents, warrants, covenants, agrees and states to and with Seller as follows:

(a) Purchaser is a validly formed business entity in good standing in the state of its formation and is duly authorized to conduct and transact business in the State of Florida. Purchaser has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Purchaser does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any



of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Purchaser is duly authorized to execute and bind Purchaser to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Purchaser.

(b) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Purchaser of (A) any formation, organizational or governance document of Seller, (B) any agreement, document or instrument to which Purchaser is a party or by which Purchaser is subject or bound, or (C) any judgment, order, writ, injunction or decree issued against or imposed upon Purchaser; or (ii) result in the violation of any law, rule, regulation, ordinance or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Purchaser.

All of the representations, warranties, covenants, agreements and statements of Seller set forth in this Section shall be true and correct at all times from the Effective Date through and including the Closing Date and shall survive Closing.

9. TDR Approval.

(a) Purchaser shall have the right, at all times while this Agreement remains in effect, to apply for, submit to and/or process with the Town of Bay Harbor Islands (the "Town") all applications, petitions and other documents, agreements and/or instruments (any of the foregoing being referred to herein as an "Approval Submittal") necessary to obtain the Town's approval of: (i) of this Agreement and the transaction contemplated herein; and (ii) the conveyance and allocation of the TDRs from the Seller Property to the Property for Purchaser's use in connection with the development and construction of the Property. The approvals referred to in (i) and (ii) are referred to herein collectively as the "TDR Approval". Seller shall cooperate with and assist Purchaser in its efforts to apply for, process and obtain the Approval Submittals and the TDR Approval. In that regard, Seller covenants and agrees, promptly upon the request of Purchaser (but in no event later than ten business (10) days following such request), to execute and deliver to Purchaser all applications, petitions, consents, authorizations and other documents, agreements, instruments necessary for Purchaser to apply for, submit, process and obtain any Approval Submittal and/or TDR Approval. The failure of Seller to execute and deliver to Purchaser any of the foregoing items necessary for Purchaser to submit, process and/or obtain any Approval Submittal and/or TDR Approval within the time period required by this Section shall be a default by Seller under this Agreement (an "Execution/Delivery Default"), and in the event of any Execution/Delivery Default, Purchaser shall have the right (in addition to and not in lieu of any other right or remedy provided to Purchaser in this Agreement as a result of a Seller default) at its election to extend the Inspection Period and Closing Date for a period of time equal to the delay incurred by Purchaser in submitting, processing and/or obtaining any Approval Submittal and/or TDR Approval as a result of the Execution/Delivery Default.

(b) Purchaser shall have the right to modify, amend and/or withdraw any Approval Submittal, as well as postpone, delay and/or withdraw any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered, in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual. If Purchaser postpones, delays and/or withdraws any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered (such public hearing is referred to herein as the "Postponed Hearing" and the Approval Submittal that was to be considered at such public hearing is



referred to herein as the "Postponed Approval Submittal") in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual, then the Inspection Period and Closing Date shall be extended on a day-by-day basis equal to the number of days between the date of the Postponed Hearing and the date of the re-scheduled public hearing at which the Postponed Approval Submittal is actually considered. Seller covenants and agrees: (i) not to withdraw, hinder, delay or object to the execution, delivery, preparation, submission, processing, hearing of, amendment to or modification of any Approval Submittal or TDR Approval in any way whatsoever (whether directly or indirectly), unless otherwise requested to do so by Purchaser in writing; and (iii) not to seek any amendment, modification, rescission, cancellation or termination of any Approval Submittal or TDR Approval, whether now or hereafter existing, unless otherwise requested to do so by Purchaser in writing.

10. Closing Conditions.

(a) Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to Purchaser's obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) Seller shall not be in default of any term, covenant, condition or other provision of this Agreement; (ii) all of the representations, warranties, covenants, agreements and statements of Seller set forth in Section 7 above shall be true and correct in all respects; and (iii) the Town adopts a resolution issuing the TDR Approval (i.e., approval of this Agreement and the transaction contemplated herein, and approval of the conveyance and allocation of the TDRs from the Seller Property to the Property for Purchaser's use in connection with the development and construction of the Property), and all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed (such date on which all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed is referred to herein as the "TDR Approval Date").

(b) If there is a failure of a Condition Precedent at any time prior to the Closing Date, then Purchaser shall have the right (in addition to, and not in lieu of any other right or remedy Purchaser may have as the result of such failure), in its sole and absolute discretion, to: (i) terminate this Agreement by delivering a written notice of termination to Seller on the Closing Date, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; or (ii) extend the Closing Date for a reasonable period of time (as determined by Purchaser in its sole and absolute discretion) (A) to allow Seller an opportunity to cure such failure, and/or (B) to obtain the TDR Approval, whichever the case may be. Should Purchaser elect to extend the Closing Date under (ii) above, Purchaser shall retain the right to elect (i) above anytime thereafter until the Condition Precedent at issue is satisfied.

11. Documents to be Delivered at Closing. At least sixty (60) days prior to closing, Purchaser shall deliver to Seller a title commitment or the equivalent thereof setting forth the specific requirements to be complied with at Closing, including identification of any liens, mortgages or other interests in Seller's Property or the individual units which comprise Seller's Property which must be satisfied or released. Purchaser shall at the same time identify any persons or entities, including without limitation mortgagees, other than Seller and its unit owners from which it requires a joinder or consent to the sale of the TDRs. At Closing: (a) Seller shall execute and deliver to Purchaser a Warranty Deed for Transfer of Development Rights, or such other instrument as the Town may require (in either event, the "Deed"), in recordable form, conveying the TDRs to Purchaser in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances; (b) Seller shall deliver copies of the approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members authorizing the



transaction contemplated herein and the consummation thereof; (c) Seller shall deliver to Purchaser a resolution, in recordable form, from the board of directors of Seller authorizing the transaction contemplated herein and the consummation thereof (including, without limitation, the authority to execute and deliver the Deed) by Seller; (d) Purchaser shall deliver a resolution to Seller authorizing the transaction contemplated herein and the consummation thereof by Purchaser; and (e) each Party shall execute and deliver to the other Party a closing statement in usual and customary form. All of the closing documents referenced in this Section shall be in form and substance reasonably acceptable to Purchaser.

12. Closing. The "Closing", subject to the terms and provisions of this Agreement, shall take place at the offices of the Escrow Agent commencing at 11:00 AM on the date that is the first to occur of (the "Closing Date"): (a) the date that is ten (10) business days after the date on which Purchaser obtains a building permit for vertical construction on the Property; and (b) the date that is six (6) months after the Effective Date (the "Outside Closing Date"); provided, however Purchaser shall have the right to accelerate the Closing Date to any earlier date on not less than ten (10) business days written notice to Seller.

13. Default.

(a) If Purchaser defaults on any term, covenant, condition or other provision of this Agreement after the expiration of the Inspection Period, and provided Seller is not in default of any term, covenant, condition, representation or warranty of this Agreement, then Seller shall have as its sole and exclusive remedy for such default the right to terminate this Agreement by giving a written notice of termination to Purchaser, whereupon this Agreement shall terminate, the Escrow Agent shall deliver the Deposit to Seller as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Purchaser, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Purchaser's default under this Agreement based on the fact that the exact amount of damages that Seller may incur is incapable of ascertainment. Notwithstanding the foregoing, Purchaser shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Purchaser, and (ii) Purchaser shall have failed to cure the default within a period of fifteen (15) days after receiving notice of such default; provided, however, the foregoing notice and cure period shall not apply to and there shall be no notice or cure period for any failure of Purchaser to close on the sale of the TDRs on the Closing Date.

(b) If Seller defaults on any term, covenant, condition or other provision of this Agreement, and provided Purchaser is not in default of any term, covenant, condition, representation or warranty of this Agreement, then Purchaser shall have (in addition to and not in lieu of any other right or remedy provided in this Agreement as a result of a default by Seller) the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser, Seller shall immediately reimburse Purchaser an amount equal to all fees, costs, expenses and other charges incurred by Purchaser in connection with the transaction contemplated by this Agreement through the date of such termination (collectively, the "Actual Costs"), and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; (ii) to waive the default and close on and take title to the TDRs subject to such default without any reduction in the Purchase Price or extension of the Closing Date; and/or (iii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. In addition, if Purchaser terminates this Agreement under (i) above, but Seller fails or refuses to pay Purchaser the entire amount of the Actual Costs within ten (10) days after written demand for the same is made, then Purchaser shall have the right to record a lien against the Seller Property in the



Public Records of Miami-Dade County, Florida to secure Seller's obligation to pay the Actual Costs with the right to foreclose such lien in accordance with applicable law. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (xi) Purchaser shall have first provided written notice of the default to Seller, and (xii) Seller shall have failed to cure the default within a period of fifteen (15) days after receiving notice of such default; provided, however, the foregoing notice and cure period shall not apply to and there shall be no notice or cure period for any failure of Seller to close on the sale of the TDRs on the Closing Date, or any failure of Seller to execute and/or deliver to Purchaser any item necessary for Purchaser to apply for submit, process and/or obtain any Approval Submittal and/or TDR Approval within the time period required by Section 9 above.

14. Notices. All notices to be given under this Agreement shall be in writing and sent to the Parties at the addresses set forth below, by hand delivery; by email with any attachment thereto in PDF format, provided that the Party receiving such email confirms receipt thereof by return email or the Party sending such email notice also delivers a second form of notice by hand delivery or overnight mail that is received the following day; or by a nationally recognized overnight courier service. Any such notice shall be deemed received upon the earlier of receipt or refusal by the addressee.

Notices to Purchaser shall be sent to 9551 East Bay Harbor Drive, Bay Harbor, Florida 33154, Attn: Irwin Tauber, Phone No. (305) 861-8181, email address itauber@taubco.com; together with a copy to GrayRobinson, P.A., Attn: James D. Barnett, Esq., 401 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301, Phone No. (954) 761-8111, email address jim.barnett@gray-robinson.com.

Notices to Seller shall be sent to 17800-A West Dixie Hwy. North Miami Beach, Florida 33160, Attn: Robin Sabow, Phone No. (786) 441-9600, email address robin@floridianmanagement.com.

Notices to Escrow Agent shall be sent to GrayRobinson, P.A., Attn: James D. Barnett, Esq., 401 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301, Phone No. (954) 761-8111, email address jim.barnett@gray-robinson.com; together with a copy to the other Party and any person designated by such other Party to receive notice on its behalf.

The place to which any Party, or person designated to receive any notice on behalf of any Party, is entitled to receive any notice may be changed by such Party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Parties are authorized to send and receive notices and demands for and on behalf of their respective clients under this Agreement.

15. Broker. Each Party represents and warrants to the other that there are and have been no real estate brokers, agents or finders involved with respect to this Agreement or the transaction contemplated herein. Each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party (the "Indemnified Party") harmless from and against any claim, cause of action, loss, damage, liability, fee, cost or expense incurred by the Indemnified Party (including reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) as a result of any breach by the Indemnifying Party of the foregoing representation and warranty. This Section shall survive Closing or any earlier termination of this Agreement.

16. Escrow Agent. The Escrow Agent shall hold in and disburse from escrow any monies and documents delivered to it by the Parties in accordance with the terms and provisions of this Agreement. The Escrow Agent is authorized and directed to place the Deposit in a non-interest bearing escrow account with any financial institution having branches in Miami-Dade County, Broward County and/or Palm Beach County. The Escrow Agent shall not be liable for any actions taken by it in good faith, but only for its gross negligence or willful misconduct. Each Party agrees to indemnify and hold the Escrow Agent harmless from and against any and all claims, demands, losses, liabilities, damages, fees, costs and expenses (including reasonable attorneys' fees and costs through all trial, appellate and post-



judgment levels and proceedings) which the Escrow Agent may incur in its capacity as escrow agent under this Agreement, except for any such claim, demand, loss, liability, damage, fee, cost and/or expense incurred as a result of the Escrow Agent's gross negligence or willful misconduct. If there is any dispute as to the disposition of any monies or documents held by the Escrow Agent, then the Escrow Agent is hereby authorized to interplead such monies and/or documents into any court of competent jurisdiction and thereby be released from all obligations and liabilities hereunder. Seller hereby acknowledges that the Escrow Agent represents Purchaser in the transaction contemplated by this Agreement and hereby consents to and approves of such representation.

17. Miscellaneous.

(a) This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. The Parties hereby knowingly and voluntarily waive the right to a trial by jury of any claim, controversy or disputed matter between them. The prevailing Party in any action, litigation or other proceeding that is based on any claim, controversy or other disputed matter arising under, out of or in connection with this Agreement (or any agreement, document or instrument executed or contemplated to be executed in conjunction herewith) shall recover from the non-prevailing Party all fees, costs and expenses (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) incurred by the prevailing Party in such action, litigation or other proceeding. This Section shall survive Closing or any earlier termination of this Agreement.

(b) The Parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. If any term, provision or portion of this Agreement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Agreement shall be given it nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Agreement, which remaining terms, provisions and portions of this Agreement will remain in full force and effect.

(c) This Agreement includes all exhibits and amendments that are executed in connection herewith, whether executed simultaneously with or subsequent to the execution of this Agreement. This Agreement, together with all such now or hereafter existing exhibits and amendments, contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and all prior or contemporaneous terms, covenants, conditions, representations, warranties, statements, agreements and understandings made by or on behalf of the Parties, whether oral or written, are merged herein. This Agreement may not be amended or modified except by a written instrument executed by the Party against whom enforcement of such amendment or modification is sought. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

(d) No default, term, covenant, condition or other provision of this Agreement may be waived by a Party, except by a written instrument executed by the Party against whom enforcement of such waiver is sought.

(e) Time is of the essence with respect to each and every term, covenant and condition of this Agreement and the Parties' performance of the same; provided, however (i) any reference in this Agreement to a time period of less than six (6) days shall, in the computation thereof,



exclude Saturdays, Sundays and legal holidays, (ii) any reference in this Agreement to a time period of six (6) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays, and (iii) if the last day of any time period is a Saturday, Sunday or legal holiday, then such period shall be extended to 5:00 PM. Eastern Standard Time on the next day that is not a Saturday, Sunday or legal holiday.

(f) Purchaser shall have the right to assign this Agreement to any entity that purchases or otherwise acquires the Property from Purchaser provided such assignment is made pursuant to a written assignment and assumption agreement wherein Purchaser assigns all of its right, title and interest in and to this Agreement (including the Deposit) to the assignee and the assignee accepts such assignment and agrees to be bound by and to perform the terms, conditions, covenants, agreements and other provisions of this Agreement; and, upon any such assignment: (i) Purchaser shall be released from all obligations and liabilities under this Agreement, and (ii) Seller shall close on the transaction contemplated by this Agreement with the assignee as if the assignee was the original party to this Agreement. This Section shall survive Closing.

(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the terms or provisions set forth therein.

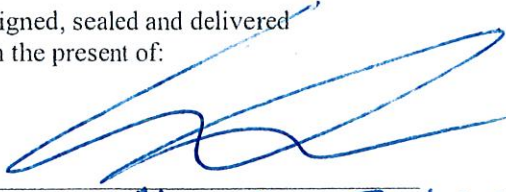
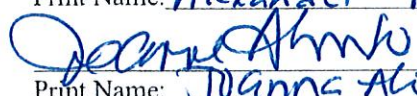
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

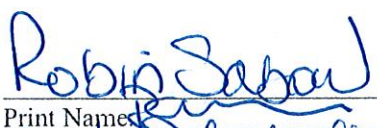
[signatures follow on next page]



IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

Signed, sealed and delivered
in the present of:

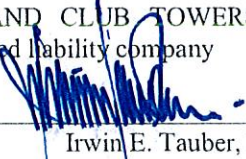

Print Name: Alexander Tauber

Print Name: Joanne Alonzo


Print Name: Robin Sabau

Print Name: Stephanie Feldenbreis

PURCHASER:

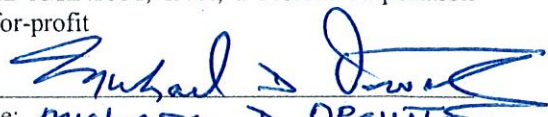
ISLAND CLUB TOWERS, LLC, a Florida
limited liability company

By: 
Irwin E. Tauber, Manager

Date: July 18, '14

SELLER:

9300 WEST BAY HARBOR DRIVE
CONDOMINIUM, INC., a Florida corporation
not-for-profit

By: 
Name: MICHAEL D OROVITZ
Title: PRESIDENT

Date: JULY 17, 2014



EXHIBIT "A"

The Legal Description of the Seller Property

Declaration of Condominium recorded in Official Records Book 5191, Page 427, Public Records of Miami-Dade County, Florida

Exhibit "A"



EXHIBIT "B"

The Legal Description of the Property

Parcel 1:

Lots 19 and 20, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Condominium Units 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, and 9B, of Bay Isle Condominium, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements.



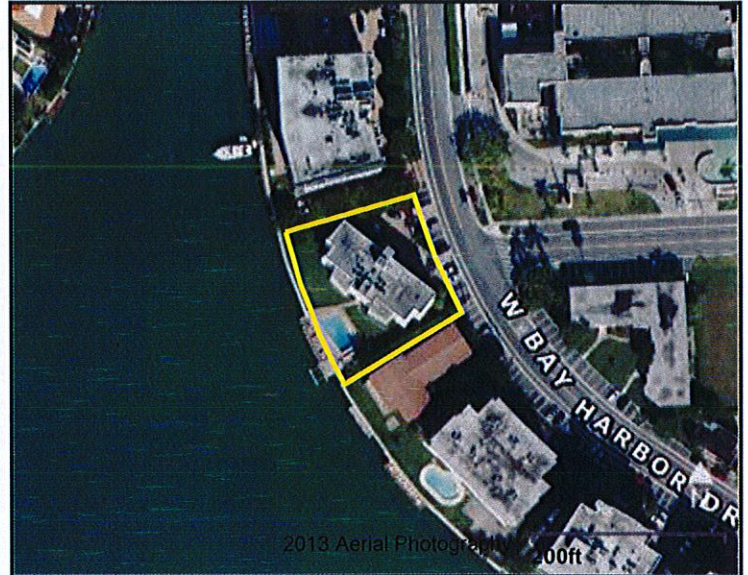


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/18/2014

Property Information	
Folio:	13-2227-009-0010
Property Address:	9300 W BAY HARBOR DR <1A
Owner	ANA G WHITE
Mailing Address	14 GROUSE LN WOODBIDGE, CT06525
Primary Zone	4900 MULTI-FAMILY - CONDOMINIUM
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	2 / 2 / 0
Floors	0
Living Units	0
Actual Area	Sq.Ft
Living Area	2,000 Sq.Ft
Adjusted Area	2,000 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1966



Assessment Information			
Year	2014	2013	2012
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$276,020	\$184,010	\$184,010
Assessed Value	\$202,411	\$184,010	\$184,010

Benefits Information				
Benefit	Type	2014	2013	2012
Non-Homestead Cap	Assessment Reduction	\$73,609		
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
9300 W BAY HARBOR DR CONDO	
APT 1-A FIRST FLOOR	
UNDIV 12.5% INT IN COMMON	
ELEMENTS CLERKS FILE 66R-136749	
OR 13826-2065 0988 1	

Taxable Value Information			
	2014	2013	2012
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$202,411	\$184,010	\$184,010
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$276,020	\$184,010	\$184,010
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$202,411	\$184,010	\$184,010
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$202,411	\$184,010	\$184,010

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
05/17/2011	\$100	27920-4634	Corrective, tax or QCD; min consideration
01/01/2004	\$0	22025-0656	Qual by exam of deed
09/01/1988	\$175,000	13826-2065	2008 and prior year sales; Qual by exam of deed
02/01/1984	\$152,000	12070-1327	2008 and prior year sales; Qual by exam of deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp> (<http://www.miamidade.gov/info/disclaimer.asp>)

Version:

DECLARATION OF CONDOMINIUMI.ESTABLISHMENT OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS That the undersigned, JEROME GOODMAN and ALICE GOODMAN, his wife, HARRY KOPLIN and HANNAH L. KOPLIN, his wife, SEYMOUR D. HESSE and GERTRUDE HESSE, his wife, SAMUEL M. BUDWIG and CEIL BUDWIG, his wife, BEATRICE AMDUR, an unremarried widow, MICHAEL DAROFF and ESTHER DAROFF, his wife, JOSEPH ALPERT and LENA ALPERT, his wife, and ESTELLE POHN, an unremarried widow, being the owners of the fee simple title to the following described real property situate, lying and being in the Town of Bay Harbor Islands, County of Dade and State of Florida, to-wit:

Lots 14 and 15, in Block 2, of BAY HARBOR ISLANDS, according to the Plat thereof recorded in Plat Book 46 at Page 5 of the Public Records of Dade County, Florida, less the Easterly eleven feet deeded to the Town of Bay Harbor Island for sidewalk and vehicular parking, together with the improvements located thereon, commonly known and designated as 9300 West Bay Harbor Drive, Bay Harbor Islands, Florida,

do hereby make; declare and establish this Declaration of Condominium as and for the plan of dwelling, ownership and condominium for the condominium to be known as "9300 WEST BAY HARBOR DRIVE CONDOMINIUM", pursuant to Section 711 of Florida Statutes, 1963, and all amendments thereof, known as the "Condominium Act", the provisions of which said Act are hereby incorporated by reference and included herein thereby, and do herewith file for record this Declaration.

II.SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "A", consisting of six sheets, is a survey of the land and graphic description and plot plans of the improvements constituting the CONDOMINIUM, identifying the PRIVATE DWELLINGS, COMMON PROPERTY AND LIMITED COMMON PROPERTY, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each PRIVATE DWELLING is identified by specific number on said Exhibit "A", and no PRIVATE DWELLING bears the same designation as any other PRIVATE DWELLING. Similarly, each parking space constituting LIMITED COMMON PROPERTY is identified by specific number on said Exhibit "A" and no parking space constituting a part of said LIMITED COMMON PROPERTY bears the same designation as any other such space.

III.

PRIVATE DWELLINGS, COMMON PROPERTY AND
LIMITED COMMON PROPERTY IN DEFINITIONS,
CREATION THEREOF

The undersigned owners, in order to establish the plan of ownership for said property and improvements hereby covenant and agree that they will, and by these presents do hereby divide said real property and the improvements thereon into the following separate freehold estates:

A. Eight (8) separately designated and legally described freehold estates consisting of the area or space contained in, and bounded by perimeter walls, ceilings and floors of each of the eight dwelling units in said structure constructed on said property, said spaces being referred to herein as "Private Dwellings" and sometimes referred to as "Condominium Units".

B. A freehold estate consisting of all of the real property heretofore described, less and excepting therefrom the "Private Dwellings" and "Condominium Units" hereinabove referred to, which estate is hereby referred to as the "Common Property" or "Common Elements", which shall include the structure and the property upon which it is located and specifically includes, but is not limited to, the land, roof, main walls, slabs, staircases, halls, patios, pumps, wires, conduits, plumbing, public utility lines, elevator and swimming pool. It also includes easements through private dwellings for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to private dwellings and common property and easements of support in every portion of a private dwelling which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such private dwellings.

C. The right of exclusive use of that portion of the common property consisting of the number of separate and designated parking spaces, as specifically identified in Exhibit "A" attached hereto, which said spaces are hereby referred to as the "Limited Common Property" or "Limited Common Elements", said exclusive right to be as an appurtenance to a particular private dwelling.

IV.

OWNERSHIP OF PRIVATE DWELLINGS AND APPURTENANT INTEREST IN COMMON PROPERTY

Each Private Dwelling shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each said Private Dwelling shall own, as an appurtenance to the ownership of each said Private Dwelling, an undivided interest in the Common Property, the undivided interest appurtenant to each said Private Dwelling being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the Common Property assigned to each Private Dwelling shall not be changed except with the unanimous consent of all of the owners of all of the Private Dwellings.

V.

RESTRICTION AGAINST FURTHER SUBDIVIDING OF PRIVATE DWELLINGS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY, ETC.

No Private Dwelling may be divided or subdivided into a smaller Dwelling Unit than as shown on Exhibit "A" hereto, nor

shall any further dwelling, or portion thereof, be added to or incorporated into any other Private Dwelling. The undivided interest in the Common Property declared to be an appurtenance to each Private Dwelling shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Private Dwelling, and the undivided interest in Common Property appurtenant to each Private Dwelling shall be deemed conveyed, devised, encumbered or otherwise included with the Private Dwelling even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Private Dwelling. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon, a Private Dwelling, shall be null, void and of no effect insofar as the same purports to affect any interest in a Private Dwelling and its appurtenant undivided interest in Common Property, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire Private Dwelling. Any instrument conveying, devising, encumbering or otherwise dealing with any Private Dwelling which describes said Private Dwelling by the Private Dwelling Unit Number assigned thereto in Exhibit "A" without limitation or exception, shall be deemed and construed to affect the entire Private Dwelling and its appurtenant undivided interest in the Common Property. Nothing herein contained shall be construed as limiting or preventing ownership of any Private Dwelling and its appurtenant undivided interest in the Common Property by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

VI.

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The Private Dwellings, Common Property and Limited Common property shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, as well as those established by the By-Laws and Association's Rules and Regulations, now or hereafter promulgated, governing the use of said Private Dwellings, Common Property and Limited Common Property and setting forth the obligations and responsibilities incident to ownership of each Private Dwelling and its appurtenant undivided interest in the Common Property and/or its appurtenant right to use any parking space constituting Limited Common Property, and said Private Dwellings, Common Property and Limited Common Property are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the Condominium.

VII.

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON PROPERTY

The Common Property shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of Private Dwellings in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of Private Dwellings. Notwithstanding anything above provided in this Article, the Condominium Association, hereinafter identified, shall have the right to establish the rules and regulations

pursuant to which the owner or owners of any Private Dwelling may be entitled to the exclusive use of any parking spaces (other than those parking spaces comprising Limited Common Property).

VIII.

EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

In the event that any Private Dwelling shall encroach upon any Common Property for any reason not caused by the purposeful or negligent act of the Private Dwelling owner or owners, or agents of such owner or owners, then an easement appurtenant to such Private Dwelling shall exist for the continuance of such encroachment unto the Common Property for so long as such encroachment shall naturally exist; and, in the event that any portions of the Common Property shall encroach upon any Private Dwelling, then an easement shall exist for the continuance of such encroachment of the Common Property into any Private Dwelling for so long as such encroachment shall naturally exist.

IX.

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

Recognizing that the proper use of a Private Dwelling by any owner or owners is dependent upon the use and enjoyment of the Common Property in common with the owners of all other Private Dwellings, and that it is in the interest of all owners of Private Dwellings that the ownership of the Common Property be retained in common by the owners of Private Dwellings in the Condominium, it is declared that the percentage of the undivided interest in the Common Property appurtenant to each Private Dwelling shall remain undivided and no owner of any Private Dwelling shall bring or have any right to bring any action for partition or division.

X.

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON PROPERTY APPURTENANT TO EACH PRIVATE DWELLING

The undivided interest in Common Property appurtenant to each Private Dwelling is that percentage of undivided interest which is set forth and assigned to each Private Dwelling in that certain Schedule which is annexed hereto and expressly made a part hereof as Exhibit "B". Likewise, each Private Dwelling shall have appurtenant thereto an undivided interest in the Limited Common Property in the same percentage as there is appurtenant thereto an undivided interest in the Common Property, subject, however, to the exclusive right of use in Limited Common Property which may be assigned as an appurtenance to a particular Private Dwelling.

XI.

EASEMENT FOR AIR SPACE

The owner of each Private Dwelling shall have an exclusive easement for the use of the air space occupied by said Private Dwelling as it exists at any particular time and as said Private Dwelling may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XII.

ADMINISTRATION OF THE CONDOMINIUM BY THE
CONDOMINIUM ASSOCIATION

To efficiently and effectively provide for the administration of the Condominium by the owners of Private Dwellings, a non-profit Florida corporation, known and designated as 9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC. has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation, and the By-Laws of said corporation. A true copy of the Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits "C" and "D" respectively. The owner or owners of each Private Dwelling shall automatically become members of the Association upon his, their or its acquisition of an ownership interest in title to any Private Dwelling and its appurtenant undivided interest in Common Property and Limited Common Property, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such Private Dwelling, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Private Dwelling shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership. In the administration of the operation and management of the Condominium, said Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Private Dwellings, Common Property and Limited Common Property as the Board of Directors of the Association may deem to be in the best interests of the Condominium.

XIII.

RESIDENTIAL USE RESTRICTION
APPLICABLE TO PRIVATE DWELLINGS

Each Private Dwelling is hereby restricted to residential use by the owner or owners thereof, their immediate families, social guests and for no other purpose. No owner or owners of any Private Dwelling shall permit use of the same for transient, hotel or commercial purposes.

XIV.

USE OF COMMON PROPERTY AND LIMITED COMMON
PROPERTY SUBJECT TO RULES OF ASSOCIATION

The use of Common Property by the owner or owners of all Private Dwellings, and all other parties authorized to use the same, and the use of Limited Common Property by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Association.

XV.

THE CONDOMINIUM TO BE USED FOR LAWFUL
PURPOSES, RESTRICTION AGAINST NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall

be made of any Private Dwelling or of the Common Property, or of the Limited Common Property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Private Dwelling shall permit or suffer anything to be done or kept in his Private Dwelling, or on the Common Property, or on the Limited Common Property, which will increase the rate of insurance on the Condominium, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a Private Dwelling, or which interferes with the peaceful possession and proper use of any other Private Dwelling, or the Common Property, or the Limited Common Property.

XVI.

RIGHT OF ENTRY INTO PRIVATE DWELLINGS IN EMERGENCIES

In case of any emergency originating in or threatening any Private Dwelling, regardless of which the owner is present at the time of such emergency, the Board of Directors of The Association, or any other person authorized by it, or the building Superintendent or Managing Agent, shall have the right to enter such Private Dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each Private Dwelling, if required by the Association, shall deposit under the control of the Association a key to such private Dwelling.

XVII.

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any Private Dwelling for the purpose of performing any maintenance, alteration or repair to any portion of the Common Property, or to go upon any Limited Common Property for such purpose, the owner of each Private Dwelling shall permit other owners or their representatives, or the duly constituted and authorized agent of the Association, to enter such Private Dwelling, or to go upon the Limited Common Property constituting an appurtenance to any such Private Dwelling, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XVIII.

LIMITATION UPON RIGHT OF OWNERS TO
ALTER AND MODIFY PRIVATE DWELLINGS

No owner of a Private Dwelling shall permit to be made any structural modifications or alterations in such Private Dwelling without first obtaining the written consent of Association, which consent may be withheld in the event that a majority of the Board of Directors of said Corporation determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the modification or alteration desired by the owner of any Private Dwelling involves the removal of any permanent interior partition, Association shall have the right to permit such removal so long as the permanent interior partition

to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting Common Property located therein. No owner shall cause any improvements or changes to be made on the exterior of the building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the walls of such Private Dwelling, without the written consent of the Association being first had and obtained.

XIX.

RIGHT OF ASSOCIATION TO ALTER AND
IMPROVE PROPERTY AND ASSESSMENT
THEREFOR

Association shall have the right to make or cause to be made such alterations or improvements to the Common Property which do not prejudice the rights of the owner of any Private Dwelling, provided the making of such alterations and improvements are approved by the Board of Directors of said Association and the cost of such alterations and improvements does not exceed \$ Improvements and alterations costing in excess of \$ shall not be made without the approval of the membership of the Association, evidenced by the affirmative vote of at least two-thirds (2/3rds) of the membership of the Association acting at a meeting of the members duly called for such purpose. The cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of Private Dwellings. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a Private Dwelling or Private Dwellings requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the Private Dwelling or Private Dwellings exclusively or substantially exclusively benefited, and the assessment to be levied in such proportion as may be determined by the Board of Directors of Association.

XX.

MAINTENANCE AND REPAIR BY OWNERS
OF PRIVATE DWELLINGS

The owner of each Private Dwelling must promptly correct any condition which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another Private Dwelling owner. If the building or any other Private Dwelling owner should sustain damages because of another owner failing to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned. The owner of each Private Dwelling shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his Private Dwelling and which may now or hereafter be situated in his Private Dwelling. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all

wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his Private Dwelling. Wherever the maintenance, repair and replacement of any items for which the owner of a Private Dwelling is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by Association, the proceeds of the insurance received, by Association, or the Insurance Trust hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Private Dwelling shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

XXI.

MAINTENANCE AND REPAIR OF COMMON PROPERTY
AND LIMITED COMMON PROPERTY BY ASSOCIATION

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property and Limited Common Property, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Property and the Limited Common Property for the furnishing of utility services to the Private Dwellings and said Common Property and Limited Common Property, and should any incidental damage be caused to any Private Dwelling by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement of any Common Property, the said Association shall, at its expense, repair such incidental damage.

XXII.

LIMITED COMMON PROPERTY

Upon his acquiring a fee simple title interest in and to a private dwelling, each owner shall be assigned a parking space. The said parking space is designated as Limited Common Property. With respect to such Limited Common Property (parking space), the owner of the Private Dwelling being assigned the parking space shall have the exclusive right to use the same; and such exclusive right shall become an appurtenance to said Private Dwelling and shall be encumbered by or subject to any mortgage then or thereafter encumbering said Private Dwelling; and upon the conveyance or passing of title to the Private Dwelling to which the said Limited Property is appurtenant, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Property appurtenant to such Private Dwelling passes. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting Limited Common Property may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Private Dwelling to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the Association, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of said exclusive right, the same shall be released from any mortgage, lien or encumbrance encumbering the Private Dwelling from which such appurtenance is

being severed by conveyance, assignment or transfer. Whenever the Association shall become the owner of the exclusive right to use any parking space constituting Limited Common Property, the acquisition of which such exclusive right shall be by instrument executed with the formality of a deed, such exclusive right may be thereafter by instrument executed in such formality assigned by the Association to any Private Dwelling to the same force and effect as if originally assigned thereto by the Association. However, while the Association shall be the owner of the exclusive right to use any parking space constituting Limited Common Property, the same shall be treated by the Association just as though said parking space constituted a part of the Common Property instead of the Limited Common Property. No separate charge shall be made by the Association for the use of the parking space.

XXIII.

LIABILITY FOR LOSS INSURANCE

Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Property) belonging to or carried on the person of each Private Dwelling, or which may be stored in any Private Dwelling, or in, to or upon Common Property or Limited Common Property, shall be borne by the owner of each such Private Dwelling. The owner of a Private Dwelling shall have no personal liability for any damages caused by the Association or in connection with the use of the Common Property or Limited Common Property. The owner of a Private Dwelling shall be liable for injuries or damages resulting from an accident in his own Private Dwelling to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. The owner of each Private Dwelling may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Private Dwelling or upon the Common Property or Limited Common Property.

XXIV.

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION; INSURANCE TRUSTEE, APPOINTMENT AND DUTIES; USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by Association:

A. Casualty insurance covering all of the Private Dwellings, Common Property and Limited Common Property in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to this Condominium, including but not limited to vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available;

B. Public liability and property damage insurance in such amounts and in such form as shall be required by Association to protect said Association and the owners of all Private Dwellings, including but not limited to water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage;

C. Workmen's Compensation insurance to meet the requirements of law;

D. Such other insurance coverage, as the Board of Directors of Association, in its sole discretion, may determine from time to time to be in the best interests of Association and the owners of all of the Private Dwellings.

All liability insurance maintained by Association shall contain cross-liability endorsements to cover liability of all owners of Private Dwellings as a group to each Private Dwelling owner.

All insurance coverage authorized to be purchased shall be purchased by Association for itself and for the benefit of all of the owners of all Private Dwellings. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the Condominium shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, as or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the lessor Association and all of the owners of all Private Dwellings and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. Association is hereby declared to be and appointed as Authorized Agent for all of the owners of all Private Dwellings for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted a full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with whom Association shall place its casualty insurance coverage must be good and responsible companies authorized to do business in Florida.

So long as an institutional lender holds a mortgage encumbering any private dwelling, said mortgagee shall have the right to designate and approve the Insurance Trustee; and at such time as the said mortgagee is not the holder of a mortgage on any Private Dwelling, then Association shall have the right to designate the Insurance Trustee.

The Insurance Trustee shall be a banking institution having trust powers or a title company doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form of content to the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall

be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of the Association and the owners of all Private Dwellings and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. Association as a common expense shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its wilful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of Private Dwellings and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of Association, executed under oath, and which Certificate shall be provided to said Insurance Trustee upon request of said Insurance Trustee made to Association, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each Private Dwelling, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each Private Dwelling, and the respective percentages of any distribution which may be required to be made to the owner or owners of any Private Dwelling or Private Dwellings, and his or their respective mortgagee or mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a Private Dwelling shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any Private Dwelling or Private Dwellings, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any Private Dwelling or Private Dwellings, and their respective mortgagee or mortgagees, by reason of loss of or damage to personal property constituting a part of Common Property and as to which a determination is made not to repair, replace or restore such personal property.

In the event of the loss of or damage to Common Property, Real or personal, and/or Limited Common Property, and/or Private Dwelling or Dwellings, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the Private Dwellings and their respective mortgagees, irrespective of whether there may be exclusive right to use a parking space constituting Limited Common Property appurtenant to any of such Private Dwellings, the distribution to be separately made to the owner of each Private Dwelling and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each Private Dwelling and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in Common Property appurtenant to each Private Dwelling bear to the total undivided interests in Common Property

appurtenant to all Private Dwellings. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by Association with the Insurance Trustee, in said latter event, may be paid by Association out of its Reserve for Replacements Fund, and if the amount in such Reserve for Replacements Fund is not sufficient, then Association shall levy and collect an assessment against the owners of all Private Dwellings and said Private Dwellings in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to said Private Dwellings.

In the event of loss of or damage to property covered by such casualty insurance, Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such Bond as the Board of Directors of Association may deem to be in the best interests of the membership of said Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to Association, the Insurance proceeds, when received by the Insurance Trustee, shall be paid to Association. In the event of the loss of or damage to personal property constituting a portion of the common Property and should the Board of Directors of Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all Private Dwellings and their respective mortgagee or mortgagees as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

XXV.

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any Tax or Special Assessment against the Condominium, as a whole, as opposed to levying and assessing such Tax or Special Assessment against each Private Dwelling and its appurtenant undivided interest in Common Property, as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common

expense by Association, and any Taxes or Special Assessments which are to be levied shall be included, wherever possible, in the estimated Annual Budget of Association, or shall be separately levied and collected as an assessment by Association against all of the owners of all Private Dwellings and said Private Dwellings, if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by Association in the event that such Tax or Special Assessment is levied against the Condominium, as a whole, instead of against each separate Private Dwelling and its appurtenant undivided interest in Common Property, shall be apportioned among the owners of all Private Dwellings so that the amount of such Tax or Special Assessment so paid or to be paid by Association and attributable to and to be paid by the owner or owners of each Private Dwelling shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in Common Property appurtenant to each Private Dwelling bears to the total undivided interest in Common Property appurtenant to all Private Dwellings. In the event that any Tax or Special Assessment shall be levied against the Condominium in its entirety, without apportionment by the taxing authority to the Private Dwellings and appurtenant undivided interests in Common Property, then the assessment by Association, which shall include the proportionate share of such Tax or Special Assessment attributable to each Private Dwelling and its appurtenant undivided interest in Common Property, shall separately specify and identify the amount of such assessment attributable to such Tax or Special Assessment, and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any Private Dwelling and its appurtenant undivided interest in Common Property, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each Private Dwelling and its appurtenant undivided interest in Common Property.

All personal property taxes levied or assessed against personal property owned by Association shall be paid by said Association and shall be included as a common expense in the Annual Budget of Association.

In apportionment of any Tax or Special Assessment in accordance with the provisions of this Article, such apportionment shall be made without regard to the existence of any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to any Private Dwelling.

XXVI.

TRANSFER OR LEASE OF PRIVATE DWELLINGS

The Association members are cognizant of the fact that the proximity of the apartments and the mutual sharing of the Common Property and recreational areas can create social problems if the owners and occupants of the facilities are not compatible. With this knowledge and understanding, each party who purchases a Private Dwelling is screened and investigated to insure to the extent possible that he or they were of good character, habit and morals, and that they would be generally desirable as occupants, users and neighbors in the condominium apartment house. It is the desire of the Association members that the same investigative and screening process be used and employed to keep and maintain these same basic standards with respect to the admission of new members or occupants of the condominium apartment

house. With this background and for these reasons, no lease or sale of any Private Dwelling may be made except in compliance with these provisions:

No lease or sale of any Private Dwellings shall be made, nor shall any such attempted lease or sale be valid unless the Association's prior written approval of such lease, sale or transfer shall have been first obtained. No rooms may be rented and no transient tenants accommodated.

Completely apart and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease or transfer of any Private Dwelling, is the right of the Association hereby given and granted of first refusal to lease or purchase any Private Dwelling offered for lease or purchase by any member of the Association. Accordingly, no owner of a Private Dwelling shall lease or sell the same to any party without first giving the Association notice in writing of such lease or sale as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said Private Dwelling on the same terms and conditions as those contained in any bona fide offer which the owner of such Private Dwelling may have received for the lease or purchase of his said Private Dwelling. Whenever the owner of any Private Dwelling has received a bona fide offer to lease or purchase his Private Dwelling and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in the amount equal to at least 10% of the purchase price if the same is an offer for the purchase of such Private Dwelling, the owner of such Private Dwelling shall notify the Board of Directors of Association in writing by registered or certified mail sent to the Offices of said Corporation, or by personal delivery made to the President or Secretary of the said Association, of his desire to accept such offer for the lease or purchase of his Private Dwelling, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. If Association is desirous of exercising its option to lease or purchase said Private Dwelling on the same terms and conditions as are contained in said bona fide offer, then Association shall notify the owner of said Private Dwelling desiring to lease or sell the same of exercise by Association of its election to so lease or purchase said private Dwelling, such notice to be in writing and sent by registered or certified mail to said owner within fourteen (14) days from receipt by Association of the owner's notice to said Corporation as hereinabove required, or said notice in writing may be personally delivered to said owner within said fourteen (14) day period. If Association has elected to lease or purchase such Private Dwelling, then, upon notifying the owner of such Private Dwelling of its election to lease or purchase said Private Dwelling, Association shall execute a lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. If Association does not, within fourteen (14) days after notice to it from the owner, exercise its rights of first refusal herein granted, the owner may sell or lease the Private Dwelling to the proposed buyer or lessee, provided that the Association has approved of the buyer or lessee. If the Association has not approved the buyer or the lessee, the proposed lease or sale may not be completed. If the Association has given its approval, then the owner of said Private Dwelling shall not lease or sell said Private Dwelling, to any party other than the party designated to the Board of Directors of Association in the aforedescribed

and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to Association, without again giving Association the right of first refusal to lease or purchase such Private Dwelling the manner above provided.

If the Board of Directors of Association shall so elect, it may cause its right of first refusal to lease or purchase any Private Dwelling to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of Association may elect to cause said Private Dwelling to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said Private Dwelling in the same manner as would Association upon its exercise of said right of first refusal to lease or purchase such Private Dwelling. Whenever such right of first refusal granted to Association is to be exercised in the name of a party approved by Association, notice of such election as required herein shall be executed by Association, and the party approved by the Board of Directors of said corporation.

Excepted from the restrictions contained in this Article regarding sale of a Private Dwelling are:

A. Those persons to whom possession or ownership of said Private Dwelling shall come by virtue of the death or legal incapacity of the then owner of the Private Dwelling; and

B. The purchaser, at a foreclosure sale under and by virtue of a Final Decree of Foreclosure, foreclosing an institutional mortgage encumbering the Private Dwelling; or a purchaser from the institutional lender if the institutional lender is the purchaser at the foreclosure sale or if the institutional lender receives and accepts a voluntary conveyance of the title in lieu of foreclosure.

However, each and every of the provisions contained in this Article regarding the sale and lease of any Private Dwelling shall be deemed to be reimposed insofar as it pertains to subsequent purchasers and/or assignees from those who acquired title or right to possession from those described in subparagraphs A and B herein.

XXVII

ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES

Association shall at all times maintain a Register setting forth the names of the owners of all of the Private Dwellings, and in the event of the sale or transfer of any Private Dwelling to a third party, the purchaser or transferee shall notify Association in writing of his interest in such Private Dwelling, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Private Dwelling. Further, the owner of each Private Dwelling shall at all times notify Association of the names of the parties holding any mortgage or mortgages on any Private Dwelling and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages

upon any Private Dwelling may, if they so desire, notify Association of the existence of any mortgage or mortgages held by such party on any Private Dwelling, and upon receipt of such notice, Association shall register in its records all pertinent information pertaining to the same.

Each owner of a Private Dwelling covenants and agrees to first give notice to the Association of his intention to sell or lease his private dwelling, before placing the same for lease or sale on the open market and before listing the same with any real estate broker.

XXVIII

ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

Association is given the authority to administer the operation and management of the Condominium. To properly administer the operation and management of the project, Association will incur, for the mutual benefit of all of the owners of Private Dwellings, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expenses". In furtherance of the grant of authority to Association to make, levy and collect assessments to pay the costs of the common expenses, the following provisions shall be operative and binding upon the owners of all Private Dwellings, to-wit:

A. All assessments levied against the owners of Private Dwellings shall be uniform and such assessments made by Association shall be in such proportion that the amount of assessment levied against each owner of a Private Dwelling and his Private Dwelling shall bear the same ratio to the total assessment made against all owners of Private Dwellings and their Private Dwellings as does the undivided interest in Common Property appurtenant to each Private Dwelling bear to the total undivided interest in Common Property appurtenant to all Private Dwellings, without increase or diminution for the existence or lack of existence of any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to any Private Dwelling. Should Association be the owner of any Private Dwelling or Private Dwellings, the assessment which would otherwise be due and payable to Association by the owner of such Private Dwelling or Private Dwellings, reduced by the amount of income which may be derived from the leasing of such Private Dwelling or Private Dwellings by Association, shall be apportioned and assessment therefor levied ratably among the owners of all Private Dwellings which are not owned by Association, based upon their proportionate interests in the Common Property exclusive of the interests therein appurtenant to any Private Dwelling or Private Dwellings owned by Association.

B. The assessment levied against the owner of each Private Dwelling and his Private Dwelling shall be payable in such installments and at such times as may be determined by the Board of Directors of Association.

C. The Board of Directors of Association shall establish an Annual Budget in advance for such fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be

collected as an assessment each year. Upon adoption of such Annual Budget by the Board of Directors of Association, copies of said Budget shall be delivered to each owner of a Private Dwelling and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of the owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Directors of Association, in establishing said Annual Budget for operation, management, and maintenance of the Condominium, shall include therein a sum to be collected and maintained as a reserve fund for replacement of Common Property and Limited Common Property, which reserve fund shall be for the purpose of enabling Association to replace structural elements and mechanical equipment constituting a part of the Common Property and Limited Common Property, as well as the replacement of personal property which may constitute a portion of the Common Property held for the joint use and benefit of all of the owners of all Private Dwellings. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of said Common Property and Limited Common Property. The amount collected and allocated to the Reserve Fund for Replacements from time to time shall be maintained in a separate account by Association although nothing herein contained shall limit Association from applying any monies in such Reserve Fund for Replacements to meet other needs or requirements of Association in operating or managing the Condominium Apartment House in the event of emergencies, or in the event that the sums collected from the owners of Private Dwellings are insufficient to meet the then fiscal financial requirements of Association, but it shall not be a requirement that these monies be used for such latter purposes as a separate assessment may be levied therefor if deemed to be preferably by the Board of Directors of Association in the sole discretion of said Board of Directors.

E. The Board of Directors of Association, in establishing said Annual Budget for operation, management and maintenance of the Condominium Apartment House may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Private Dwellings as a result of emergencies or for other reason placing financial stress upon the Corporation. The annual amount allocated to such operating reserve and collected therefor shall be determined by the Board of Directors. In no event shall surplus or excess sums be construed as income to the Association, but will be a liability of the Association in favor of the Private Dwelling owners in direct proportion to their percentage of interest in the Common Property.

F. All monies collected by Association shall be treated as the separate property of the said Association, and such monies may be applied by the said Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said corporation, and as the monies

for any assessment are paid unto Association by any owner of a Private Dwelling, the same may be co-mingled with the monies paid to the said Association by the owner owners of Private Dwellings. Although all funds and other assets of Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Property, shall be held for the benefit of the members of Association, no member of said Corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Private Dwelling. When the owner of a Private Dwelling shall cease to be a member of Association by reason of the divestment of his ownership of such Private Dwelling, by whatever means, Association shall not be required to account to such owner for any share of the funds or assets of Association, or which may have been paid to said Association by such owner, as all monies which any owner has paid to Association shall be and constitute an asset of said Corporation which may be used in the operation and management of the Condominium.

G. The payment of any assessment or installment thereof due to Association shall be in default if such assessment, or any installment thereof, is not paid unto Association, on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the rate of 8% per annum until such delinquent assessment or installment thereof and all interest due thereon has been paid in full to Association.

H. The owner or owners of each Private Dwelling shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all assessments, regular or special, which may be levied by Association while such party or parties are owner or owners of a Private Dwelling in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owing to Association, such owner or owners of any Private Dwelling shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of a Private Dwelling may exempt himself from liability for any assessment levied against such owner and his Private Dwelling by waiver of the use or enjoyment of any of the Common Property, the pool and recreational facilities, or by abandonment of the Private Dwelling, or in any other manner.

J. Recognizing that the necessity for providing proper operation and management of the Condominium Apartment House entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of Private Dwellings, and that the payment of such common expense represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of the owner of each Private Dwelling, the Association is hereby granted a lien upon such Private Dwelling and its appurtenant undivided interest in Common Property and, if applicable, upon any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to any such Private Dwelling, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each Private Dwelling, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association

in enforcing this lien upon said Private Dwelling and its appurtenant undivided interest in the Common Property and Limited Common Property. The lien granted to Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida; and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Private Dwelling from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Private Dwelling, without notice to the owner of such Private Dwelling. The rental required to be paid shall be equal to the rental charged on comparable types of Dwelling Units. The lien granted to the Association shall further secure such advance for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 8% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Private Dwelling, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association, and shall acquire such interest in any Private Dwelling expressly subject to such lien.

K. The lien herein granted unto Association shall be effective from and after the time of recording in the Public Records of Dade County, Florida, a claim of lien stating the description of the Private Dwelling encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien, except that the lien of the Association for Tax or Special Assessment advances made by Association where any taxing authority having jurisdiction levies any Tax or Special Assessments against the Condominium as an entirety instead of levying the same against each Private Dwelling and its appurtenant undivided interest in Common Property, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any Tax or Special Assessment shall specifically designate that the same secures an assessment levied pursuant to the provisions of this Declaration of Condominium.

In the event that any person, firm or corporation shall acquire title to any Private Dwelling and its appurtenant undivided interest in Common Property by virtue of any foreclosure or judicial sale or through voluntary conveyance in lieu of foreclosure and judicial sale, such persons, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Private Dwelling and its appurtenant undivided interest in Common Property subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and

delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any Assessment by Association representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the Condominium in its entirety. In the event of the acquisition of title to a Private Dwelling by foreclosure or judicial sale, or through voluntary conveyance in lieu of foreclosure and judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Private Dwellings as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any Private Dwelling may be leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, Association, upon written request of the owner of such Private Dwelling, shall furnish to the proposed lessee purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such Private Dwelling. Such statement shall be executed by any officer of the Corporation and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement.

In the event that a private dwelling is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said Private Dwelling and such Private Dwelling due to Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to Association before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any Private Dwelling who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Private Dwelling, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining due to it.

XXIX

TERMINATION

If this Declaration of Condominium and the Plan of Condominium Ownership established herein is to be terminated, then a Certificate of Resolution of the Board of Directors of Association to said effect and notice of the cancellation and termination shall be executed by the President and Secretary

of Association in the recordable form, and such instrument shall be recorded in the Public Records of Dade County, Florida. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, all of the owners of Private Dwellings shall be and become tenants in common as to the ownership of the Condominium property herein described, and any then remaining improvements thereon, the undivided interest in such property and remaining improvements held by the owner or owners of each Private Dwelling to be the same as the undivided interest in Common Property which was formerly appurtenant to such Private Dwelling and the lien of any mortgage or other encumbrance upon each Private Dwelling shall attach, in the same order of priority, to the percentage of undivided interest of the owner of a Private Dwelling in the property and the remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance proceeds which may be due under any policy or policies of casualty insurance to the owners of the Private Dwellings and mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners of each Private Dwelling in accordance with their then undivided interest in the Condominium property and remaining improvements as hereinbefore provided. The assets of Association, upon termination of the Plan of Condominium ownership created hereby, shall then be distributed to all of the owner or owners of each Private Dwelling and to his or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance proceeds.

This Declaration of Condominium and the Plan of Condominium Ownership may only be terminated by the unanimous consent of all of the owners of all Private Dwellings and all of the parties holding mortgages, liens or other encumbrances against any of said Private Dwellings, in which event, the termination of the Condominium shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be by such plan as may be then adopted by said owners and parties holding any mortgagee, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Dade County, Florida.

In the event of the termination of the Condominium as above provided, any exclusive right to use a parking space constituting Limited Common Property and which may be an appurtenance to any Private Dwelling shall be automatically cancelled and terminated, and all Limited Common Property shall be treated in the same manner as though the same constituted a portion of Common Property as to which no exclusive rights to use the same for parking purposes ever existed.

XXX

AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in Common Property appurtenant to each Private Dwelling, or alteration of the basis for apportionment of assessments which may be levied by Association in accordance with the provisions hereto,

in which said instances consent of all of the owners of all Private Dwellings, their lessor and their respective mortgagees shall be required, and except for any alteration, amendment and modification of the rights and privileges granted and reserved hereunder in favor of 9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC., which said rights and privileges shall only be altered, amended or modified with its express written consent, this Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by the members of Association owning a majority of the Private Dwellings in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed Amendment or amendments shall be transmitted to the President of Association, or other officer of Association in the absence of the President, who shall thereupon call a Special Meeting of the Members of Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than five-eighths (5/8ths) of the Private Dwellings in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Dade County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the Officers of Association shall be delivered to all of the owners of all Private Dwellings, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of Association at or prior to such meeting.

XXXI

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each Private Dwelling shall be governed by and shall comply with the provisions of this Declaration

of Condominium, the Articles of Incorporation, By-Laws of Association and Association Rules and Regulations, as any of the same are now constituted or as they may be amended from time to time. A default by the owner or owners of any Private Dwelling shall entitle association or the owner or owners of other Private Dwelling or Private Dwellings to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of Association, or Association Rules and Regulations, as any of the same are now constituted, or as they may be amended from time to time shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by Association, or, if appropriate, by an aggrieved owner of a Private Dwelling.

B. The owner or owners of each Private Dwelling shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Private Dwelling or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the owner of any Private Dwelling, the Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any Private Dwelling be entitled to such attorney's fees.

D. The failure of Association or of the owner of a Private Dwelling to enforce any right, provision, covenant or condition which may be granted by this Declaration or other above mentioned documents shall not constitute a waiver of the right of the Association or of the owner of a Private Dwelling to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to Association or the owner or owners of a Private Dwelling pursuant to any terms, provisions, covenants or conditions of this Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

XXXII

USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM RULES & REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, (except as hereinabove set forth) are subject to the

provisions of this Declaration of Condominium, the Articles of Incorporation, the By-Laws and Rules and Regulations and the mere acquisition or rental of any Private Dwelling, or the mere act of occupancy of any Private Dwelling, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

XXXIII

FURTHER USE RESTRICTIONS

In addition to such use restrictions as may already have been set forth in this Declaration, each owner and lessee agrees that the use of the Private Dwelling in the Condominium property shall be in accordance with the following further use restrictions:

A. No owner or lessee shall use any Private Dwelling or any part thereof for any kind of business, profession or commercial activity.

B. No owner or lessee shall ever offer any Private Dwelling for sale, lease or sub-lease by placing or displaying a notice on any door, window or wall of the building or upon any part of the Condominium property.

C. No owner or lessee of any Private Dwelling shall have, keep or maintain in any Private Dwelling more than one lap dog or more than one cat, as a household pet. Such lap dog or cat shall be so kept, restrained and controlled as not to constitute a public nuisance. Not more than one lap dog or more than one cat shall ever be permitted in any Private Dwelling.

In the event the Board of Directors of the Condominium Association shall declare that any such dog or cat constitutes a public nuisance, the owner thereof shall dispose of the same within such reasonable time as may be fixed by said Board of Directors.

Caged birds may be kept in any Private Dwelling by the owner or lessee thereof, as pets, but not for breeding and sale commercially. Such birds shall not be allowed to become a public nuisance and if the same are found to be such by the Board of Directors of the Association, the owner or lessee shall dispose of the same within such reasonable time as may be fixed by the Board of Directors.

Other than as provided above, no owner or lessee shall have, keep or maintain or permit to be had, kept and maintained within any Private Dwelling any animal, reptile, fowl, bird or other living animal.

D. The use of any Private Dwelling or condominium unit is restricted to persons over the age of eighteen years. This restriction, however, shall not be applicable to temporary guests of any such owner.

XXXIV

SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXV

LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership.

XXXVI

DECLARATION OF CONDOMINIUM BINDING UPON DECLAROR, ITS SUCCESSORS AND ASSIGNS, AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Private Dwelling, and its appurtenant undivided interest in Common Property, and this Declaration of Condominium shall be binding upon the parties hereto and their heirs, legal representatives and successors and assigns, and upon all parties who may subsequently become owners of Private Dwellings in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents the 23rd day of April, 1966.

Signed, sealed and delivered in the presence of:

(As to all parties)

[Signature] (SEAL)
Jerome Goodman

[Signature] (SEAL)
Alice Goodman

[Signature] (SEAL)
Harry Koplin

[Signature] (SEAL)
HANNAH L. KOPLIN

[Signature] (SEAL)
Seymour D. Hesse

[Signature] (SEAL)
Gertrude Hesse

[Signature] (SEAL)
Samuel M. Budwig

[Signature] (SEAL)
Cell Budwig

[Signature] (SEAL)
Beatrice Andur

Michael Daroff (SEAL)
Michael Daroff

Esther Daroff (SEAL)
Esther Daroff

Joseph Alpert (SEAL)
Joseph Alpert

Lana Alpert (SEAL)
Lana Alpert

Estelle Pohn (SEAL)
Estelle Pohn

STATE OF FLORIDA) ss.
COUNTY OF DADE

Before me personally appeared JEROME GOODMAN and ALICE GOODMAN, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of April, 1966.

My Commission Expires:
October 24, 1968

Lea Kaplan
Notary Public, State of Florida
at Large.

STATE OF FLORIDA) ss.
COUNTY OF DADE

Before me personally appeared HARRY KOPLIN AND HANNAH L. KOPLIN, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of April, 1966.

My Commission Expires:
October 24, 1968

Lea Kaplan
Notary Public, State of Florida
at Large.

STATE OF FLORIDA) ss.
COUNTY OF DADE

Before me personally appeared SEYMOUR D. HESSE and GERTRUDE HESSE, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of April, 1966.

My Commission Expires
October 24, 1968

Lea Kaplan
Notary Public, State of Florida
at Large.

STATE OF FLORIDA }
COUNTY OF DADE } ss.

Before me personally appeared Samuel M. Budwig and Ceil Budwig, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of April, 1966.

My Commission Expires:

October 24, 1966

Frank Kaplan
Notary Public, State of Florida
at Large.

STATE OF FLORIDA }
COUNTY OF DADE } ss.

Before me personally appeared BEATRICE AMDUR, an unmarried widow, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of April, 1966.

My Commission Expires:

October 24, 1966

Frank Kaplan
Notary Public, State of Florida
at Large.

STATE OF FLORIDA }
COUNTY OF DADE } ss.

Before me personally appeared MICHAEL DAROFF and ESTHER DAROFF, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of April, 1966.

My Commission Expires:

October 24, 1966

Frank Kaplan
Notary Public, State of
Florida at Large.

STATE OF FLORIDA }
COUNTY OF DADE } ss.

Before me personally appeared JOSEPH ALPERT and LENA ALPERT, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of April, 1966.

My Commission Expires:

October 24, 1966

Frank Kaplan
Notary Public, State of
Florida at Large.

STATE OF FLORIDA }
COUNTY OF DADE } ss.

Before me personally appeared ESTELLE POHN, an unmarried widow, to me well known and known to me to be the person

described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22nd day of April, 1966.

My Commission expires:

February 17, 1968

Thomas K. S. G.
Notary Public, State of Florida
at Large.

The undivided interest in the "Common Property" or "Common Elements" hereby established by this Declaration of Condominium, and which shall be conveyed with each respective private dwelling or condominium unit is as follows:

<u>Private Dwelling or Condominium Unit Number</u>	<u>Undivided Share</u>
1A	12.50 %
1B	12.50 %
2A	12.50 %
2B	12.50 %
3A	12.50 %
3B	12.50 %
4A	12.50 %
4B	<u>12.50 %</u>
Total	100.00 %

EXHIBIT "B"

COPY

ARTICLES OF INCORPORATION

OF

9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC.

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the Formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the proposed corporation shall be:

9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC.,

a condominium

II.

The purposes and objects of the corporation shall be to administer the operation and management of a Condominium Apartment House to be established in accordance with the Condominium Act of the State of Florida upon property situated in Dade County, Florida, and to undertake the performance of the acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of the County in which the property lies, at the time said property and the improvements now or hereafter situate thereon, are submitted to a plan of Condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium. The corporation shall be conducted as a non-profit organization for the benefit of its members.

EXHIBIT "C"

MYERS, HEIMAN & RAPLAN

III.

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Corporations Not for Profit under the law pursuant to which the Corporation is chartered.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of Private Dwellings, Common Property and Limited Common Property as said terms may be defined in said Declaration of Condominium to be recorded.

(b) To levy and collect assessments against members of the Corporation to defray the common expense of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted.

To levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Private Dwellings in the Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in said Declaration of Condominium.

(c) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

(d) To contract for the management of the Condominium and to delegate to the party contracted with, all of

the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or Membership of the Corporation.

(e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of said Condominium as same may be hereafter established.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned.

IV.

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. Until such time as the property, known as 9300 West Bay Harbor Drive, Town of Bay Harbor Islands, Florida, and the improvements constructed thereon, are submitted to a plan of Condominium ownership by the recordation of a Declaration of Condominium, the Membership of the Corporation shall be comprised of the Subscribers to these Articles, or their assigns, each of which Subscribers, or his assigns, shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

2. After the said property has been submitted to Condominium ownership by the filing of a Declaration of Condominium, the owners of all Private Dwellings in the Condominium shall be members of the Corporation, and no other persons or entities shall be entitled to membership.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Private Dwelling. The funds and assets of the Corporation shall be held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Private Dwelling in the Condominium, which vote may be exercised or cast by the owner or owners of each Private Dwelling in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one Private Dwelling, such member shall be entitled to exercise or cast as many votes as he owns Private Dwellings, in the manner provided by said By-Laws.

V.

The corporation shall have perpetual existence.

VI.

The principal office of the Corporation shall be located at 9300 West Bay Harbor Drive, Bay Harbor Islands, Florida, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

VII.

The affairs of the Corporation shall be managed by the Board of Directors.

VIII.

The number of members of the first Board of Directors of the Corporation shall be not less than three (3) nor more than five (5). The number of members of succeeding Boards of Directors and the manner and method of their election shall be as provided from time to time by the By-Laws of the Corporation.

IX.

The Board of Directors shall elect a President, a Vice-President, Secretary and Treasurer, and an Assistant Secretary, and such other officers as the Board of Directors shall determine. The officers shall be elected from among the membership of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X.

The names and Post Office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JEROME GOODMAN	9300 West Bay Harbor Drive Bay Harbor Islands, Florida
SEYMOUR D. HESSE	9300 West Bay Harbor Drive Bay Harbor Islands, Florida
HARRY KOPLIN	9300 West Bay Harbor Drive Bay Harbor Islands, Florida
ESTELLE POHN	9300 West Bay Harbor Drive Bay Harbor Islands, Florida
SAMUEL M. BUDWIG	9300 West Bay Harbor Drive Bay Harbor Islands, Florida

XI.

The names and addresses of the Subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JEROME GOODMAN	All residing at
SEYMOUR D. HESSE	9300 West Bay Harbor Drive Bay Harbor Islands, Florida
HARRY KOPLIN	
ESTELLE POHN	
SAMUEL M. BUDWIG	

XII

The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

JEROME GOODMAN	-	President
HARRY KOPLIN	-	Secretary
SEYMOUR D. HESSE	-	Vice President
SAMUEL M. BUDWIG	-	Vice President
ESTELLE POHN	-	Treasurer

XIII

The original By-Laws of the Corporation shall be adopted by a majority vote of the members of the Corporation present at a meeting of members at which a majority of the membership is present, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws may provide.

XIV

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim or reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

XV

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by a majority vote of the members of the Corporation, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other Officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Meeting stating the time and place of the Meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten nor more than thirty days before the date set for such Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his Post Office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. At such Meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members owning not less than five-eighths (5/8ths) of the Private Dwellings in the Condominium in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments to

these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of the county in which the Corporation's property may be situated within thirty (30) days from the date on which the same are so registered. At any Meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such Meeting.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 2nd day of April, 1966, at Miami, Florida.

Thomas Goodman (SEAL)

Raymond D. Shaw (SEAL)

Harry Kaplan (SEAL)

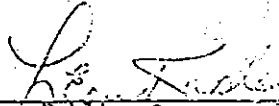
Editha P. Shaw (SEAL)

Samuel M. Friedman (SEAL)

STATE OF FLORIDA)
COUNTY OF DADE) ss

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared JEROME GOODMAN, SEYMOUR D. HESSE, HARRY KOPLIN, ESTELLE POHN, and SAMUEL M. BUDWIG, to me well known to be the persons who executed the foregoing Certificate of Incorporation, and each severally acknowledged before me that they signed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami Beach, Dade County, Florida, this 2nd day of April, 1966.


Notary Public, State of Florida
at Large.
My Commission expires: 1-2-67



Office of Secretary of State

J. Tom Adams, Secretary of State of the State of Florida,
do hereby certify that the above and foregoing is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC.

a corporation not for profit organized and existing under
the Laws of the State of Florida, filed on the 2nd day
of May A. D., 19 as shown by the records of
this office.

*Given under my hand and the Great Seal of
the State of Florida at Tallahassee, the Capital,
this the 2nd day of May
A. D. 1966.*

Secretary of State



BY-LAWS
OF

9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC.

A Non-Profit Florida Corporation

1. NAME

The name of this Association shall be 9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC.

(a) These By-Laws shall, subject to the provisions of the Articles of Incorporation and the provisions of the Declaration of Condominium, govern the conduct, management and affairs of this Association. All persons becoming members of the Association and those dealing with the Association shall be bound by the provisions hereof, as well as the provisions of the Articles of Incorporation and the Declaration of Condominium.

2. MEMBERSHIP, QUORUM, VOTING, PROXIES

(a) The qualification of members, and the method of their voting, etc. shall be as follows:

1. Until such time as the property known as 9300 West Bay Harbor Drive, Town of Bay Harbor Islands, Florida, and the improvements constructed thereon are submitted to a plan of Condominium ownership by the recordation of a Declaration of Condominium the Membership of the corporation shall be comprised of the Subscribers to the Articles, or their assigns, each of which Subscribers, or his assigns, shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

2. After the said property has been submitted to Condominium ownership by the filing of a Declaration of Condominium, the owners of all Private Dwellings in the Condominium shall be members of the Corporation, and no other persons or entities shall be entitled to membership.

3. The interest of a member in the fund and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Private Dwelling. The funds and assets of the Corporation shall be held or used for the benefit of the Membership.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Private Dwelling in the Condominium. Should any member own more than one Private Dwelling, such member shall be entitled to exercise or cast as many votes as he owns Private Dwellings.

(b) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, whether done before or after such meeting, shall constitute the presence of such person for the purpose of determining a quorum.

EXHIBIT "D"

MYERS, HEIMAN & RAPLAN
1150 S. W. FIRST STREET, MIAMI, FLORIDA

(c) The vote of the owners of a Private Dwelling owned by more than one person, firm, corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the Private Dwelling and filed with the Secretary of the Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

(d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

(e) Approval or disapproval of a Private Dwelling owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(f) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Private Dwellings represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporation membership shall be held at the office of the corporation or may be held at such place and time as shall be stated in the notice thereof.

Section 2. Annual Meeting:

(a) The first annual meeting of members shall be held on the first Monday following the submission of the Association property to Condominium ownership.

(b) Regular annual meetings, subsequent to 1966, shall be held on the second Monday in January in each year if not a legal holiday, and, if a legal holiday, then on the next secular day following.

(c) At the annual meeting, the members shall elect, by a plurality vote (cumulative voting prohibited) a board of directors, and transact such other business as may properly be brought before the meeting.

(d) Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. Special Meetings:

(a) Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the

Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of four (4) members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation at least ten (10) days before such meeting.

(c) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 4. Quorum: Fifty-one (51%) per cent of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 5. Vote Required to Transact Business: When a quorum is present at any meeting, the vote of a majority of the members present, in person or represented by written proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 7. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Certificate of Incorporation or of these By-Laws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 8. Rules of Procedure: All meetings shall be conducted in accordance with Roberts Rules of Order (latest edition) when said Rules are not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

4. DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole Board shall be not less than three

(3) nor more than five (5). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum at a special meeting of directors duly called for this purpose shall choose a successor successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members.

Section 4. First Board of Directors: The first board of directors shall consist of Jerome Goodman, Seymour D. Hesse, Harry Koplin, Estelle Pohn and Samuel M. Budwig, who shall hold office and exercise all powers of the board of directors until the first membership meeting, anything herein to the contrary notwithstanding; provided any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers:

(a) The property and business of the corporation shall be managed by the board of directors, which may exercise all such powers of the corporation and do all such lawful acts and things required by the business of the condominium as are not by statute or by the Certificate of Incorporation, the Declaration of Condominium, or by these By-Laws, directed or required to be exercised or done by the members. These powers shall specifically include, but not be limited to the following:

(1) To make, levy and collect assessments against members payable in advance. By a majority vote, the Board of Directors may increase the assessments or vote any special assessment in excess of that amount, if required to meet any necessary additional expenses, but said increase can only be made in the proportion established hereinafter;

(2) To use and expend the assessments collected to maintain, care for and preserve the exterior of the Private Dwellings and condominium property, other than those portions thereof which are required to be maintained, cared for and preserved by the individual unit owners;

(3) To make payments for taxes and assessments levied and assessed against the real property and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;

(4) To enter into and upon the Private Dwellings when necessary and with as little inconvenience to the owner as possible, in connection with such maintenance, care and preservation. Each owner of a Private Dwelling grants a perpetual easement to the condominium association or its duly authorized agents to enter his Private Dwelling at any reasonable time (or at any unreasonable time as the necessities of the situation should so require) for the above said purposes;

(5) To repair and replace common property, machinery, equipment and other things;

(6) To insure and keep insured the said building and improvements on the property and the owners against loss from fire, and/or other casualty and the owners against public liability and such other insurance as the Board of Directors may deem advisable. Such insurance may be taken out by the Board of Directors, in the name of the corporation for the benefit of all the owners, and in the event of damage or destruction of property, real or personal, covered by such insurance to use the proceeds to repair and replace the same;

(7) To collect delinquent assessments by legal action or otherwise, to abate nuisances and to enjoin or seek damages from the owners of the Private Dwellings for violations of these By-Laws or any of the other governing rules;

(8) To employ an apartment house manager who shall manage the building on such terms and conditions as the Board of Directors shall deem appropriate, and to delegate to such manager such powers as may be necessary in connection with the operation of the building; to employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of an apartment house manager in connection with the matters set forth herein;

(9) To acquire and enter into agreements whereby the Association will acquire leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, for the enjoyment, recreation or other use or benefit of the unit owners; and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and to include covenants and restrictions concerning the use of the same by the unit owner.

(10) To make reasonable rules and to amend same from time to time; such rules and amendments shall be binding upon the owners after the Board has approved same.

(11) To approve or disapprove proposed purchasers and lessees of private dwellings in the manner specified in the Declaration of Condominium.

(12) To acquire, operate, lease, manage and otherwise trade and deal with Private Dwellings in the Condominium, as may be necessary or convenient in the operation and management of the Condominium; and in accomplishing the purposes set forth in the Declaration of Condominium.

(13) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of this Association, the Declaration of Condominium and the regulations hereinafter promulgated governing the use of the Condominium property.

(14) To pay all taxes and assessments which are liens against any part of the Condominium, other than the Private Dwellings and the appurtenances thereto, and to assess the same against the members and their respective Private Dwellings subject to such liens.

(15) To pay all costs for power, gas, water, sewer and other utility charges which are not billed to the owners of the Private Dwellings.

Section 6. Compensation: Directors and officers fees, if any, shall be determined by the members of the Condominium Association;

Section 7. Meetings:

(a) The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

(b) Regular meetings of the Board may be held monthly, without notice, at a designated time and place.

(c) Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telephone or telegram, at least five (5) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

(d) A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

Section 8. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessments paid by each member.

5. OFFICERS

(a) The executive officers of the Association shall be a President, a Vice President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be Directors, and who shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

(b) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an Association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; pay all proper bills, charges and obligations of the Association; and he shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursements as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled and not provided for.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

(a) The Association shall operate on a calendar year.

(b) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Private Dwelling. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(c) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

(i) Common expense budget, which shall include, without limiting the generality of the foregoing,

the estimated amounts necessary for maintenance, and operation of Common Property and Limited Common Property, recreational areas, landscaping street and walkways, office expense, utility services, insurance, administration and reserves (operating and replacement); and

(ii) Proposed assessments against each member.

Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget, or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies. If a budget is not prepared for any calendar year within the time required hereby, it shall be construed and intended that the annual budget for the immediate past year shall be considered the budget for the coming year, and assessments made thereunder shall be due and payable thereon, as in the previous year.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

(e) An audit of the accounts of the Association shall be made as required and ordered by the Board of Directors.

(f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the state of Florida.

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association owning a majority of the Private Dwellings in the Condominium, whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment, or amendments shall be transmitted to the President of the Association, or other officer of the Association in

absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

(c) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of five-eighths of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than five-eighths of the Private Dwellings in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of the County in which the property is located within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

(d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

9. MISCELLANEOUS PROVISIONS

A. Private Dwellings for Residential Use Only. Each Private Dwelling is hereby restricted to residential use by the owner or owners thereof, their immediate families, social guests and for no other purpose. No owner or owners of any Private Dwelling shall permit use of the same for transient, hotel or commercial purposes.

B. Rules and Regulations for Use of Common Property.

The use of Common Property by the owner or owners of all Private Dwellings, and all other parties authorized to use the same, and use of Limited Common Property by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Association. Rules and regulations governing the use of the Common Property may be promulgated by the Board of Directors of the Association from time to time.

C. Premises to be used for Lawful Purposes Only. No immoral, improper, offensive or unlawful use shall be made of any Private Dwellings, or of the Common Property, or of the Limited Common Property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Private Dwelling shall permit or suffer anything to be done or kept in his Private Dwelling, or on the Common Property, or on the Limited Common Property, which will increase the rate of insurance on the Condominium, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a Private Dwelling, or which interferes with the peaceful possession and proper use of any other Private Dwelling, or the Common Property, or the Limited Common Property.

D. Emergency Entry into Private Dwellings. In case of any emergency originating in or threatening any Private Dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by it or the building superintendent or Managing Agent, shall have the right to enter such Private Dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each Private Dwelling if required by the Association, shall deposit under the control of the Association a key to such Private Dwelling.

E. Right of Entry for Maintenance of Common Property. Whenever it is necessary to enter any Private Dwelling for the purpose of performing any maintenance, alternation or repair to any portion of the Common Property, or to go upon any Limited Common Property for such purpose, the owner of each Private Dwelling shall permit other owners or their representatives, or the duly constituted and authorized agent of Association, to enter such Private Dwelling, or to go upon the Limited Common Property constituting an appurtenance to any such Private Dwelling, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

F. Alterations of Private Dwellings. No owner of a Private Dwelling shall permit to be made any structural modifications or alterations in such Private Dwelling without first obtaining the written consent of Association, which consent may be withheld in the event that a majority of the Board of Directors of said corporation determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the modification or alteration desired by the owner of any Private Dwelling involves the removal of any permanent interior partition, Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting Common Property located therein. No owner shall cause any improvements or changes to be made on the exterior of the building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the walls of such Private Dwelling, without the written consent of the Association being first had and obtained.

G. Improvements to Common Property. The Association shall have the right to make or cause to be made such alterations or improvements to the Common Property which do not prejudice the rights of the owner of any Private Dwelling, provided the making of such alterations and improvements are approved by the Board of Directors of the Association, and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of Private Dwellings. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a Private Dwelling or Private Dwellings requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the Private Dwelling or Private Dwellings exclusively or substantially exclusively benefitted, the assessment to be levied in such proportion as may be determined by the Board of Directors of the Association.

H. Maintenance and Repair by Owners of Private Dwellings.

The owner of each Private Dwelling must promptly correct any condition which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another Private Dwelling owner. If the building or any other Private Dwelling owner should sustain damages because of another owner failing to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned. The owner of each Private Dwelling shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his Private Dwelling, and which may now or hereafter be situated in his Private Dwelling. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his Private Dwelling. Wherever the maintenance, repair and replacement of any items for which the owner of a Private Dwelling is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Private Dwelling shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

I. Maintenance of Common Property. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property and Limited Common Property, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Property and the Limited Common Property for the furnishing of utility services to the Private Dwellings and said Common Property and Limited Common Property, and should any incidental damage be caused to any Private Dwelling by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Property, the said Association shall, at its expense, repair such incidental damage.

J. Liability for Loss-Insurance. Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Property) belonging to or carried on the person of the owner of each Private Dwelling, or which may be stored in any Private Dwelling, or in, to or upon Common Property or Limited Common Property, shall be borne by the owner of each such Private Dwelling. The owner of a Private Dwelling shall have no personal liability for any damages caused by the Association in connection with the use of the Common Property or Limited Common Property. The owner of a Private Dwelling shall be liable for injuries or damages resulting from an accident in his own Private Dwelling, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. The owner of each Private Dwelling may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects

and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Private Dwelling or upon the Common Property or Limited Common Property.

K. Insurance Coverage to be Maintained by Association.

The Association will maintain and keep in full force and effect the following insurance:

1. Casualty insurance covering all of the Private Dwellings, Common Property and Limited Common Property against loss or damage by fire, windstorm or other hazards covered by the standard Extended Coverage endorsement; and
2. Public liability and property damage insurance in such amounts and in such form as shall be determined by the Board of Directors; and
3. Workmen's Compensation insurance, if needed to meet the requirements of law; and
4. Such other insurance as the Board of Directors may from time to time deem to be in the best interests of the Association and its members.

L. Transfer or Lease of Private Dwellings.

The Association members are cognizant of the fact that the proximity of the apartments and the mutual sharing of the Common Property and recreational areas can create social problems if the owners and occupants of the facilities are not compatible. With this knowledge and understanding, each party who purchases a Private Dwelling is screened and investigated to insure to the extent possible that he or she is of good character, habit and morals, and that they would be generally desirable as occupants, users and neighbors in a condominium apartment house. It is the desire of the Association members that the same investigative and screening process be used and employed to keep and maintain these same basic standards with respect to the admission of new members or occupants of the condominium apartment house. With this background and for these reasons, the within By-Laws have been adopted by the Association; and, accordingly, no lease or sale of any Private Dwelling may be made except in compliance with the provisions of these By-Laws.

No lease or sale of any Private Dwelling shall be made, nor shall any such attempted lease or sale be valid unless the Association's prior written approval of such lease, sale or transfer shall have been first obtained.

Completely apart and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease or transfer of any Private Dwelling, is the right of the Association hereby given and granted of first refusal to lease or purchase any Private Dwelling offered for lease or purchase by any member of the Association. Accordingly, no owner of a Private Dwelling shall lease or sell the same to any party without first giving the Association notice in writing of such lease or sale as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said Private Dwelling on the same terms and conditions as those contained in any bona fide

offer which the owner of such Private Dwelling may have received for the lease or purchase of his said Private Dwelling. Whenever the owner of any Private Dwelling has received a bona fide offer to lease or purchase his Private Dwelling and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in the amount equal to at least 10% of the purchase price if the same is an offer for the purchase of such Private Dwelling, the owner of such Private Dwelling shall notify the Board of Directors of Association in writing by registered or certified mail sent to the Offices of said Corporation, or by personal delivery made to the President or Secretary of the said Association, of his desire to accept such offer for the lease or purchase of his Private Dwelling, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. If Association is desirous of exercising its option to lease or purchase said Private Dwelling on the same terms and conditions as are contained in said bona fide offer, then Association shall notify the owner of said Private Dwelling desiring to lease or sell the same of the exercise by Association of its election to so lease or purchase said Private Dwelling, such notice to be in writing and sent by registered or certified mail to said owner within fourteen (14) days from receipt by Association of the owner's notice to said Corporation as hereinabove required, or said notice in writing may be personally delivered to said owner within said fourteen (14) day period. If Association has elected to lease or purchase such Private Dwelling, then, upon notifying the owner of such Private Dwelling of its election to lease or purchase said Private Dwelling, Association shall execute a lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. If Association does not, within fourteen (14) days after notice to it from the owner, exercise its rights of first refusal herein granted, the owner may sell or lease the Private Dwelling to the proposed buyer or lessee, provided that the Association has approved of the buyer or lessee. If the Association has not approved the buyer or the lessee, the proposed lease or sale may not be completed. If the Association has given its approval, then the owner of said Private Dwelling shall not lease or sell said Private Dwelling to any party other than the party designated to the Board of Directors of Association in the afore-described and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to Association, without again giving Association the right of first refusal to lease or purchase said Private Dwelling in the manner above provided.

If the Board of Directors of Association shall so elect, it may cause its right of first refusal to lease or purchase any Private Dwelling to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of Association may elect to cause said Private Dwelling to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said Private Dwelling in the same manner as would Association upon its exercise of said right of first refusal to lease or purchase such Private Dwelling. Whenever such right of first refusal granted to Association is to be exercised in the name of a party approved by Association, notice of such election as required herein shall be executed by Association, and the party approved by the Board of Directors of said Corporation.

M. Limited Common Property. Upon his acquiring a leasehold or fee simple title interest in and to a private Dwelling each owner shall be assigned a parking space. The said parking space is designated as Limited Common Property. With respect to such Limited Common Property, the owner of the Private Dwelling being assigned the parking space shall have the exclusive right to use the same, and such exclusive right shall become an appurtenance to said Private Dwelling and shall be encumbered by or subject to any mortgage then or thereafter encumbering said Private Dwelling; and upon the conveyance or passing of title to the Private Dwelling to which the said Limited Property is appurtenant, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Property appurtenant to such Private Dwelling passes. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting Limited Common Property may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Private Dwelling to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the Association, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of said exclusive right, the same shall be released from any mortgage, lien or encumbrance encumbering the Private Dwelling from which such appurtenance is being severed by conveyance, assignment or transfer. Whenever the Association shall become the owner of the exclusive right to use any parking space, the acquisition of which such exclusive right shall be by instrument executed with the formality of a deed, such exclusive right may be thereafter by instrument executed in such formality assigned by the Association to any Private Dwelling to the same force and effect as if originally assigned thereto by the Association. However, while the Association shall be the owner of the exclusive right to use any parking space, the same shall be treated by the Association just as though said parking space constituted a part of the Common Property instead of the Limited Common Property. No separate charge shall be made by the Association for the use of the parking space.

N. Assessments. Association is given the authority to administer the operation and management of the Condominium. To properly administer the operation and management of the Condominium apartment house, Association will incur, for the mutual benefit of all of the owners of Private Dwellings, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense". In furtherance of the grant of authority to Association to make, levy and collect assessments to pay the costs of the common expense, the following provisions shall be operative and binding upon the owners of all Private Dwellings, to-wit:

- (i) All assessments levied against the owners of Private Dwellings and said Private Dwellings shall be uniform and, unless specifically otherwise provided for in the Declaration of Condominium, the assessments made by Association shall be in such proportion that the amount of assessment levied against each owner of a Private Dwelling and his Private Dwelling shall bear the same ratio to the total assessment made against all owners of Private Dwellings and their Private Dwellings as does the undivided interest in Common Property appurtenant to each Private Dwelling bear to the total undivided interest in Common Property appurtenant to all Private

dwellings, without increase or diminution for the existence or lack of existence of any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to any Private Dwelling. Should Association be the owner of any Private Dwelling or Private Dwellings, the assessment which would otherwise be due and payable to Association by the owner of such Private Dwelling or Private Dwellings, reduced by the amount of income which may be derived from the leasing of such Private Dwelling or Private Dwellings by Association, shall be apportioned and assessment therefor levied ratable among the owners of all Private Dwellings which are not owned by Association, based upon their proportionate interests in the Common Property exclusive of the interests therein appurtenant to any Private Dwelling or Private Dwellings owned by Association.

(ii) The assessment levied against the owner of each Private Dwelling and his Private Dwelling shall be payable in such installments and at such times as may be determined by the Board of Directors of Association.

(iii) The payment of any assessment or installment thereof due to Association shall be in default if such assessment, or any installment thereof, is not paid unto Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the rate of 8% per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to Association.

(iv) The owner or owners of each Private Dwelling shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all assessments, regular or special, which may be levied by Association while such party or parties are owner or owners of a Private Dwelling in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to Association, such owner or owners of any Private Dwelling shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

(v) No owner of a Private Dwelling may exempt himself from liability for any assessment levied against such owner and his Private Dwelling by waiver of the use or enjoyment of any of the Common Property, or by abandonment of the Private Dwelling, or in any other manner.

(vi) The Association is hereby granted a lien upon each Private Dwelling and its appurtenant undivided interest in Common Property and upon any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to any such Private Dwelling, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each Private Dwelling, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to Association, and which lien

shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said Private Dwelling and its appurtenant undivided interest in the Common Property and Limited Common Property. In any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Private Dwelling from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Private Dwelling, without notice to the owner of such Private Dwelling. The rental required to be paid shall be equal to the rental charged on comparable type of dwelling units in Miami or Fort Lauderdale, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 8% per annum on any such advances made for such purpose. All persons, firms or corporations, who shall acquire, by whatever means, any interest in the ownership of any Private Dwelling, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to Association, and shall acquire such interest in any Private Dwelling expressly subject to such lien.

O. Remedies in the Event of Default. The owner or owners of each Private Dwelling shall be governed by and shall comply with the provisions of the Declaration of Condominium, and the Articles of Incorporation and these By-Laws of Association, as any of the same are now constituted or as they may be amended from time to time. A default by the owner or owners of any Private Dwelling shall entitle Association or the owner or owners of other Private Dwelling or Private Dwellings to the following relief:

(i) Failure to comply with any of the terms of the Declaration of Condominium or other restriction and regulations contained in the Articles of Incorporation or these By-Laws of Association, or which may be adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by Association or, if appropriate, by an aggrieved owner of a Private Dwelling.

(ii) The owner or owners of each Private Dwelling shall be liable for the expense of any maintenance, repair or replacement rendered necessary by this act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such

expense is not met by the proceeds of insurance carried by Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Private Dwelling or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(iii) In the event a lessee or sublessee occupying an apartment becomes in default (as the term has hereinabove been defined) the Association shall have the right to terminate such lease or sublease and the lessee's or sublessee's right of possession on five (5) days' written notice served on said lessee or sublessee. Notice shall be deemed to be perfected by leaving a copy thereof at the apartment of such lessee or sublessee. To expedite the recovery of possession of said premises by the Association, it may utilize in addition to all other remedies, all summary proceedings available under the law.

(iv) In any proceeding arising because of an alleged default by the owner of any Private Dwelling, the Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any Private Dwelling be entitled to such attorney's fees.

(v) The failure of Association or of the owner of a Private Dwelling to enforce any right, provision, covenant or condition which may be granted by the Declaration of Condominium or other above mentioned documents shall not constitute a waiver of the right of Association or of the owner of a Private Dwelling to enforce such right, provision, covenant or condition in the future.

(vi) All rights, remedies and privileges granted to Association or the owner or owners of a Private Dwelling pursuant to any terms, provisions, covenants or conditions of the Declaration of Condominium or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

P. Parties Bound by By-Laws, Etc. All present or future owners, tenants or any other person who might use the facilities of the apartment building in any manner are subject to the present and future provisions of the Declaration of Condominium, the Articles of Incorporation of the Association, these By-Laws and the Association's rules and regulations, and the mere acquisition or rental of any apartment unit or the mere act of occupancy of any such apartment unit shall be deemed as conclusive acceptance and ratification of the provisions herein mentioned.

CLERK NOTE:

FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLAN BK. 2, PAGE 11
E.B. LEATHERMAN
CLERK CIRCUIT COURT

By J.B. Jenkins DC

State of Florida, County of Cook
This instrument was filed for record the 31 day of Aug
1966 at 5191 and duly recorded in OFFICIAL RECORDS
Book 5191 on Page 484 File No. 136749
E. B. LEATHERMAN
Clerk Circuit Court

Q. Conflict or Overlapping in Provisions. In the event of conflict or overlapping in the terms and provisions which are or may be set forth in the Articles of Incorporation, the By-Laws, the Declaration of Condominium and the Association's rules and regulations, the provisions, terms and conditions which exact the highest degree of performance, and impose the heaviest burdens upon the parties affected thereby, shall govern and prevail.

10. PRINCIPAL OFFICE.

The principal office of the Association shall be at 9300 West Bay Harbor Drive, Town of Bay Harbor Islands, Florida.

11. NOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

12. SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Non-Profit". Said seal may be used in accordance with the directions of the Board of Directors.

13. CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

14. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner and member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

The foregoing were adopted as the By-Laws of the Association at the first meeting of the Board of Directors on 23rd day of April, 1966.

APPROVED:

Harry Kopl
Secretary

George Goodwin
President

RESOLUTION NO. 1170-A

**A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE
SITE DEVELOPMENT PLAN APPLICATION FOR THE ISLAND
HOUSE PROJECT.**

WHEREAS, on December 11, 2012, Island Club Towers, LLC ("Applicant"), filed an initial application and, thereafter, filed revised Site Development Plans on April 26, 2013, May 15, 2013, and May 30, 2013, for Site Plan approval for a 87-unit condominium building, with two (2) levels of parking including subterranean parking, and seven (7) stories of habitable units on top of the parking (the "ISLAND HOUSE") located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20, 21 and 22 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County; and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances; and

WHEREAS, on July 16, 2013, the Town's Planning and Zoning Board approved the Site Plan for the ISLAND HOUSE Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Town's Code of Ordinances with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. Finding. The Planning and Zoning Board finds that the ISLAND HOUSE Project is consistent with the criteria in Sections 5-23.1 and 23-11(B1)(6) and approves the site plan titled "ISLAND HOUSE" on July 16, 2013, subject to the conditions set forth below for approval.
3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. Conditions of Approval.
 - A. Approval is based on the Site Development Plans dated May 30, 2013. Any changes thereto shall require separate approvals from the Town staff and/or the Planning and Zoning Board as specified in the Town Code.
 - B. Any existing overhead power lines adjoining the site must be placed underground during the redevelopment of the site at the sole expense of the developer.
 - C. The Applicant shall coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at public schools that serve the Town. If mitigation is required an agreement/payment must be finalized prior to the issuance of building permits.
 - D. The ISLAND HOUSE Project is required to obtain 51 additional TDR dwelling units and receive approval from Town Council to utilize such TDRs for the ISLAND HOUSE Project prior to the issuance of a building permit.
 - E. The ISLAND HOUSE Project shall be reviewed by the Miami-Dade County Fire Department. When the Miami-Dade Fire Department formally reviews the Project, if any substantial site design changes are required, further approval of the Site Development Plan may be required by the Town.
 - F. A unity of title joining Lots 19, 20, 21, and 22, acceptable in form by the Town Attorney, shall be prepared by the Applicant and recorded in the Miami-Dade Public Records.
 - G. The Applicant shall make the following revisions to the site plan and such revisions shall be reviewed and approved by the Town's staff:
 1. Applicant shall make the Third Level (above the lobby and within the breezeway) useable space with railings and acceptable landscaping.
 2. Applicant shall further articulate the Parking Garage on the rear of the building (first level) and the second level (referred to as the East Elevation on Page A-

401 of the Site Plan), by the indentation of 14'7" from the rear set back to align with the breezeway units on the upper floors and to encase the articulation (indentation) with glass (this articulation may cause a loss of two (2) parking spaces).

3. Applicant shall further articulate (break up) the balconies on the West Elevation (referred to as the West Elevation on Page A-401 of the Site Plan) similar to the balconies on the East Elevation (referred to as the East Elevation on Page A-401 of the Site Plan).
4. Applicant shall eliminate both units referred to as A-2 on the sixth (6th) level on page A-105 of the Site Plan (located above the breezeway). Applicant may, however, convert the Penthouse Unit on the eighth (8th) level (referred to as PH Unit on the Page A-106 of the Site Plan) into two (2) units.
5. Applicant shall move the back flow preventer to the side of the building.
6. Applicant shall add fenestration to the units facing the breezeway.

H. The Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. The Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Town's Code of Ordinances or other valid extension as prescribed by Florida law.

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 16th day of July, 2013.

**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

By: _____

Chair Person

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney



CFN 2014R0357388
OR Bk 29156 Pgs 1152 - 1153 (2pgs)
RECORDED 05/19/2014 08:56:24
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument prepared by:
Robert H. Yaffe, Esq.
12000 Biscayne Blvd, Suite 609
Miami, FL 33181
Tel: (305) 749-2341

Folio Number:

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this ____ day of April, 2014, by **Town of Bay Harbor Islands, a municipal corporation, Grantor** to 9300 West Bay Harbor Drive Condominium, Inc., whose post office address is **9300 West Bay Harbor Drive, Bay Harbor Islands, FL 33154, Grantee**,

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That Grantor, for and in consideration of the sum of \$10.00 in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

The Easterly eleven (11) feet of Lots 14 and 15 in Block 2, as shown on that certain Plat of Bay Harbor Islands, recorded in in Plat Book 46, Page 5 of the Public Records of Miami-Dade County, Florida (the "Property").

Grantor herein reserves unto itself a non-exclusive easement on the Property for the purpose of sidewalk and vehicular parking, and whenever such use is permanently discontinued by operation of law, this non-exclusive easement shall terminate.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Signed, sealed and delivered in the presence of:

Eref Menzalde
Witness Signature

Eref Menzalde
Printed Name

[Signature]
Witness Signature

Regine Charte
Printed Name

Town of Bay Harbor Islands

By: [Signature]

Name: Ronald Wasson

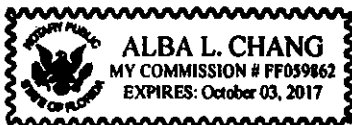
Title: Town Manager

Address: 9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 30th day of April, 2014, by Ronald Wasson, as Town Manager, of Town of Bay Harbor Islands on behalf of the municipal corporation, who is ☒ personally known to me or ☐ who produced _____ as identification. ..

My commission expires: 10/3/17



Alba L. Chang
Notary Public State of Florida

Alba L. Chang
Printed Name of Notary

RESOLUTION NO. _____

**A RESOLUTION OF THE PLANNING AND ZONING BOARD OF
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING THE SITE DEVELOPMENT PLAN APPLICATION
FOR THE ISLAND HOUSE PROJECT.**

WHEREAS, on December 11, 2012, Island Club Towers ("Applicant"), filed an initial application and, thereafter, filed revised Site Development Plans on April 26, 2013, May 15, 2013, and May 30, 2013, for Site Plan approval for a 87-unit condominium building, with two (2) levels of parking including subterranean parking, and seven (7) stories of habitable units on top of the parking (the "ISLAND HOUSE") located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20, 21 and 22 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County; and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances; and

WHEREAS, on July 16, 2013, the Town's Planning and Zoning Board approved the Site Plan for the ISLAND HOUSE Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Town's Code of Ordinances with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. Finding. The Planning and Zoning Board finds that the ISLAND HOUSE Project is consistent with the criteria in Sections 5-23.1 and 23-11(B1)(6) and approves the site plan titled "ISLAND HOUSE" on July 16, 2013, subject to the conditions set forth below for approval.
3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").

4. Conditions of Approval.

- A. Approval is based on the Site Development Plans dated May 30, 2013. Any changes thereto shall require separate approvals from the Town staff and/or the Planning and Zoning Board as specified in the Town Code.
- B. Any existing overhead power lines adjoining the site must be placed underground during the redevelopment of the site at the sole expense of the developer.
- C. The Applicant shall coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at public schools that serve the Town. If mitigation is required an agreement/payment must be finalized prior to the issuance of building permits.
- D. The ISLAND HOUSE Project is required to obtain 51 additional TDR dwelling units and receive approval from Town Council to utilize such TDRs for the ISLAND HOUSE Project prior to the issuance of a building permit.
- E. The ISLAND HOUSE Project shall be reviewed by the Miami-Dade County Fire Department. When the Miami-Dade Fire Department formally reviews the Project, if any substantial site design changes are required, further approval of the Site Development Plan may be required by the Town.
- F. A unity of title joining Lots 19, 20, 21, and 22, acceptable in form by the Town Attorney, shall be prepared by the Applicant and recorded in the Miami-Dade Public Records.
- G. The Applicant shall make the following revisions to the site plan and such revisions shall be reviewed by the Town's staff. The Town's Staff may approve, reject, or may submit the revisions (in whole or in part) by the staff to the Planning and Zoning Board for approval:
 - 1. Applicant shall make the Third Level (above the lobby and within the breezeway) useable space with railings and acceptable landscaping.
 - 2. Applicant shall further articulate the Parking Garage on the rear of the building (first level) and the second level (referred to as the East Elevation on Page A-401 of the Site Plan), by the indentation of 14' 7" from the rear set back to align with the breezeway units on the upper floors and to encase the articulation (indentation) with glass (this articulation may cause a loss of two (2) parking spaces).
 - 3. Applicant shall further articulate (break up) the balconies on the West Elevation (referred to as the West Elevation on Page A-401

of the Site Plan) similar to the balconies on the East Elevation (referred to as the East Elevation on Page A-401 of the Site Plan).

4. Applicant shall eliminate both units referred to as A-2 on the sixth (6th) level on page A-105 of the Site Plan (located above the breezeway). Applicant may, however, convert the Pent House Unit on the eighth (8th) level (referred to as PH Unit on the Page A-106 of the Site Plan) into two (2) units.
5. Applicant shall move the back flow preventer to the side of the building.
6. Applicant shall add fenestration to the units facing the breezeway.
- H. The Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. The Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Town's Code of Ordinances or other valid extension as prescribed by Florida law.

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED this _____ day of _____, 2013.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: _____
Chair Person

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney



March 14, 2014

Town Council

Robert H. Yaffe
Mayor

Jordan W. Leonard
Vice-Mayor

Stephanie Bruder
Council Member

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Solange M. Rousselot
Council Member

Isaac Salver
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

Matthew Amster, Esq.
Senior Associate
Bercow Radell & Fernandez, P.A.
200 S. Biscayne Blvd. Suite 850
Miami, FL 33131

RE: **ISLAND HOUSE PROJECT**
9161 & 9201 E. BAY HARBOR DRIVE

Dear Mr. Amster:

We are in receipt of your request dated March 11, 2014 requesting an extension for the deadline to submit full construction drawings for the project referred to as "Island House", located at 9161 and 9201 E. Bay Harbor Drive.

The extension has been approved until **October 4, 2014**. After that time, no more extensions will be granted and the approval of the project will expire.

If the project expires your client will have to start the process and approvals all over again.

If you have any further question, please do not hesitate to contact me at 305-993-1786.

Sincerely,

Ayanidys Marante
Building and Zoning Supervisor

AM/am

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



August 5, 2014

Marlene Marante, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

RE: PROPOSED NEW MULTI-FAMILY
Transfer of Development Rights
9300 W. Bay Harbor Drive ~ 13-2227-009-0010

Town Council

Robert H. Yaffe
Mayor

Jordan W. Leonard
Vice-Mayor

Stephanie Bruder
Council Member

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Solange M. Rousselot
Council Member

Isaac Salver
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

Dear Ms. Marante:

As per your request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS

1. Exterior paint (good condition)
2. Pool/Recreation (pool deck damaged / repair adjust gates)
3. Landscaping (good condition)
4. Windows (good condition)
5. Roof (good condition)
6. Doors (good condition)
7. Seawall /Dock (in need of repair) Replace safeguard along dock area.

PLUMBING REPAIRS

1. Need backflow preventer installed on domestic water service
2. Need backflow preventer installed on irrigation system

MECHANICAL REPAIRS ~ No Repairs Required

ELECTRICAL REPAIRS

1. Pool pump room is flooded with 2" of water
2. Pool room receptacles not GFI protected
3. Sump pump not working
4. Dock electrical damaged and exposed

This building was built in 1966. The building was re-certified in 2006. The next report is not due until 2016.

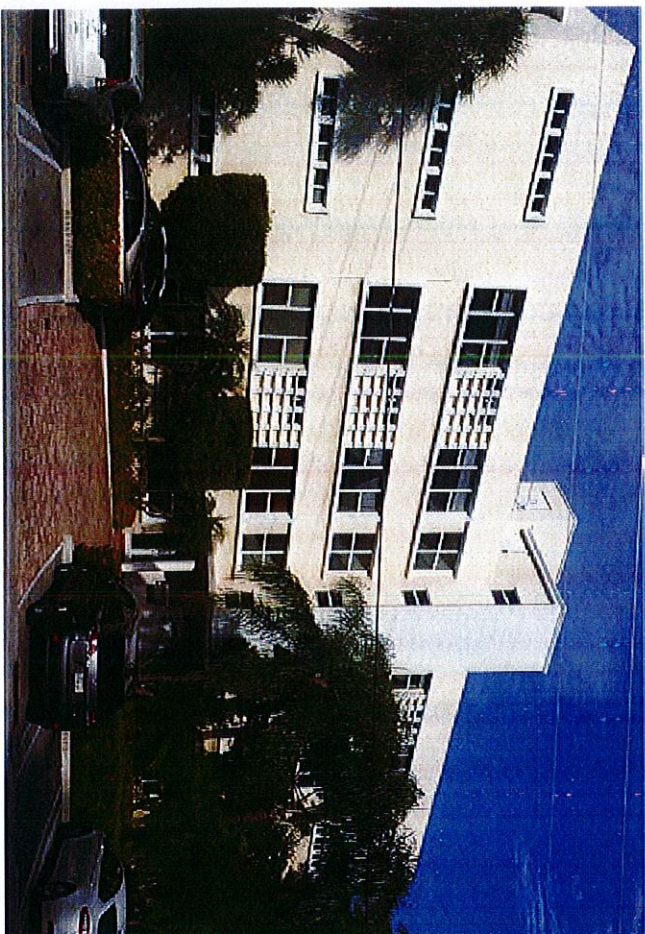
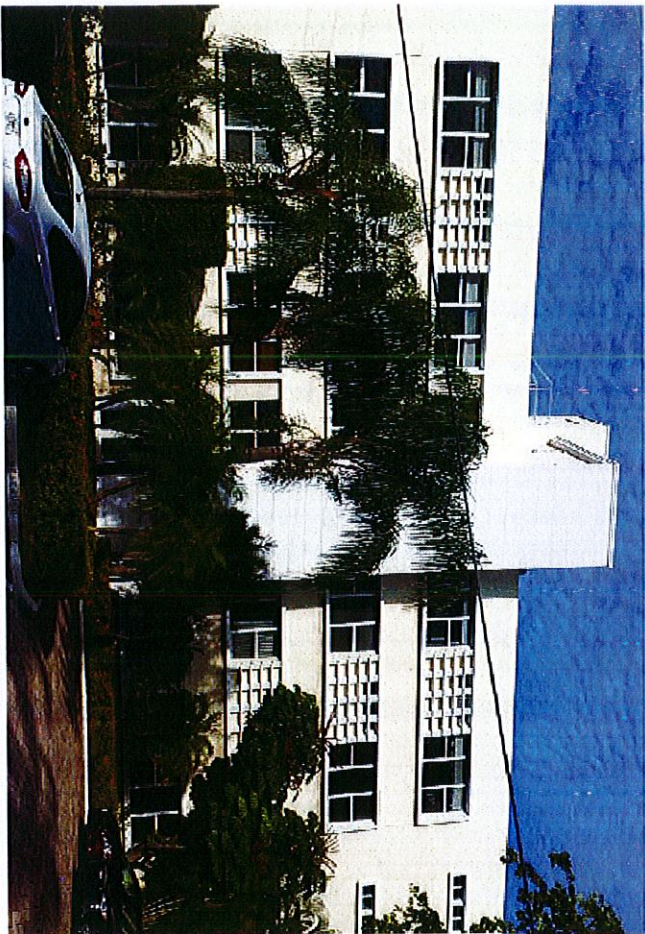
Attached are pictures for your records pertaining to the site.

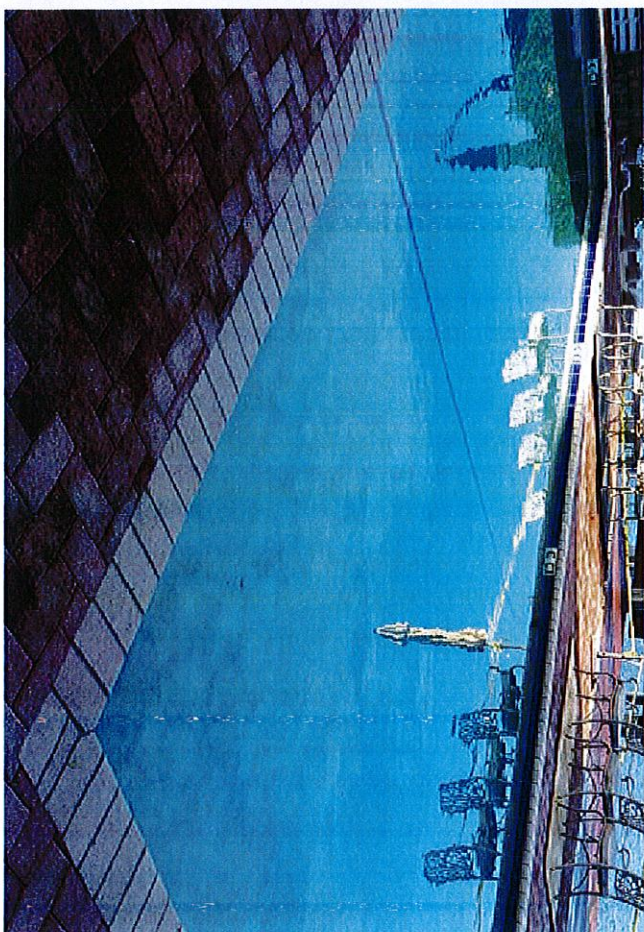
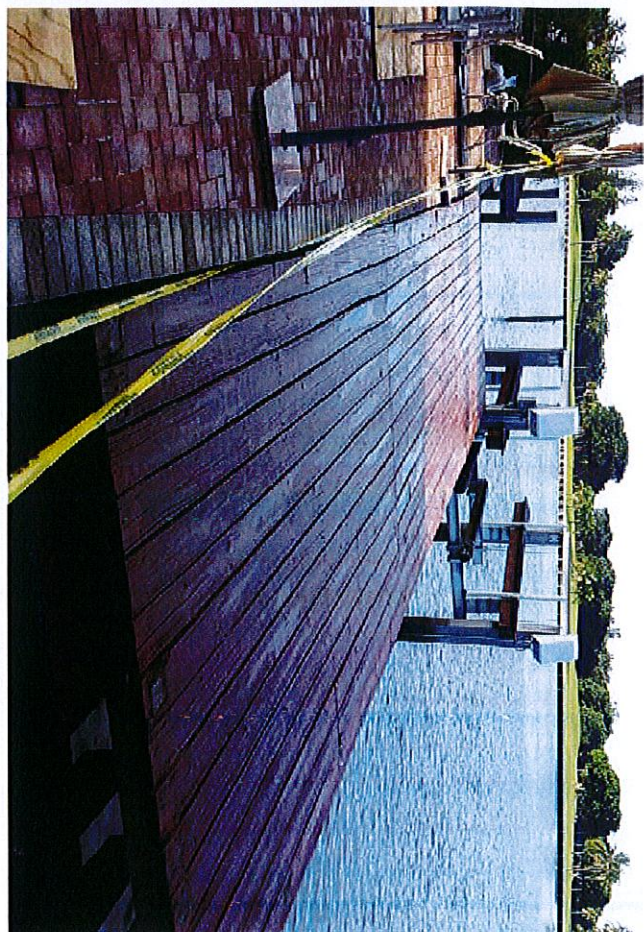
If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee,
Chief Building Official

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER









October 31, 2006

9300 West Bay Harbor Drive Condo
c/o Ileene Wallace, Registered Agent
9300 West Bay Harbor Drive, #2A
Bay Harbor Islands, FL 33154

**LETTER OF BUILDING RE-CERTIFICATION
IN ACCORDANCE WITH ORDINANCE #75-34
(AMENDED BY ORDINANCE 92-1)**

Town Council

Peter G. Lynch
Mayor

Kenneth Weinstein
Vice-Mayor

Stephanie Bruder
Councilwoman

Alberto Ruder
Councilman

Isaac Salver
Councilman

Ileene S. Wallace
Councilwoman

Robert H. Yaffe
Councilman

Town Officials

Greg Tindle
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

**PROPERTY ADDRESS: 9300 West Bay Harbor Drive
FOLIO NUMBER: 13-2227-009-0010
LOT(S) 14-15 / BLOCK 2**

Dear Gentlemen:

This Office is in receipt of your Architect/ Engineer structural report by Ali Arbib, P.E. dated October 12, 2006 stating that the above referenced building has been examined and found to be structurally safe for its continued occupancy.

Based on acceptance of this report we herewith grant this LETTER OF RE-CERTIFICATION for the above subject premises in accordance with Metropolitan Dade County Ordinance No. 75-34 and 92-1, Section 104.9.

The expiration date of this approval, as stated in said Ordinances is every ten years, which will expire on 2016. This re-certification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in Subsection 202.2 of the South Florida Building Code.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly, as a guarantee of the safety or any portion of this structure.

However, based on the term stated in the Ordinance 75-34, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for re-certification A/E structural report on file with this Office

Sincerely,


Dale E. Lee, CBO
Chief Building Official
DEL/gb

cc: Building Code Compliance Office

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: July 29, 2014

Property Address: 9300 Wets Bay Harbor Drive Condominium, Inc.
9300 West Bay Harbor Drive
Bay Harbor Islands, FL 33154



View of the property from West Bay Harbor Drive- No violations observed.



Lobby- No violations observed.

Town of Bay Harbor Islands Code Compliance Department

TDR Inspection



Found the pool deck is in disrepair.

23-12 (1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public. Without limiting the foregoing, the following shall constitute a nuisance: Deteriorated pool area



Found the dock is in disrepair.

23-12 Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public. Without limiting the foregoing, the following shall constitute a nuisance: deteriorated dock

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



View of the property from the waterside- No violations observed.



View of the north side of the property- No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



View of the south side of the property- No violations observed.



Southside pool gate is in disrepair.

5-8(d) Gates shall be of the spring lock type, so that they shall automatically be in a closed and fastened position at all times. Gates also shall be equipped with a safe lock and shall be locked when the swimming pool is not in use.

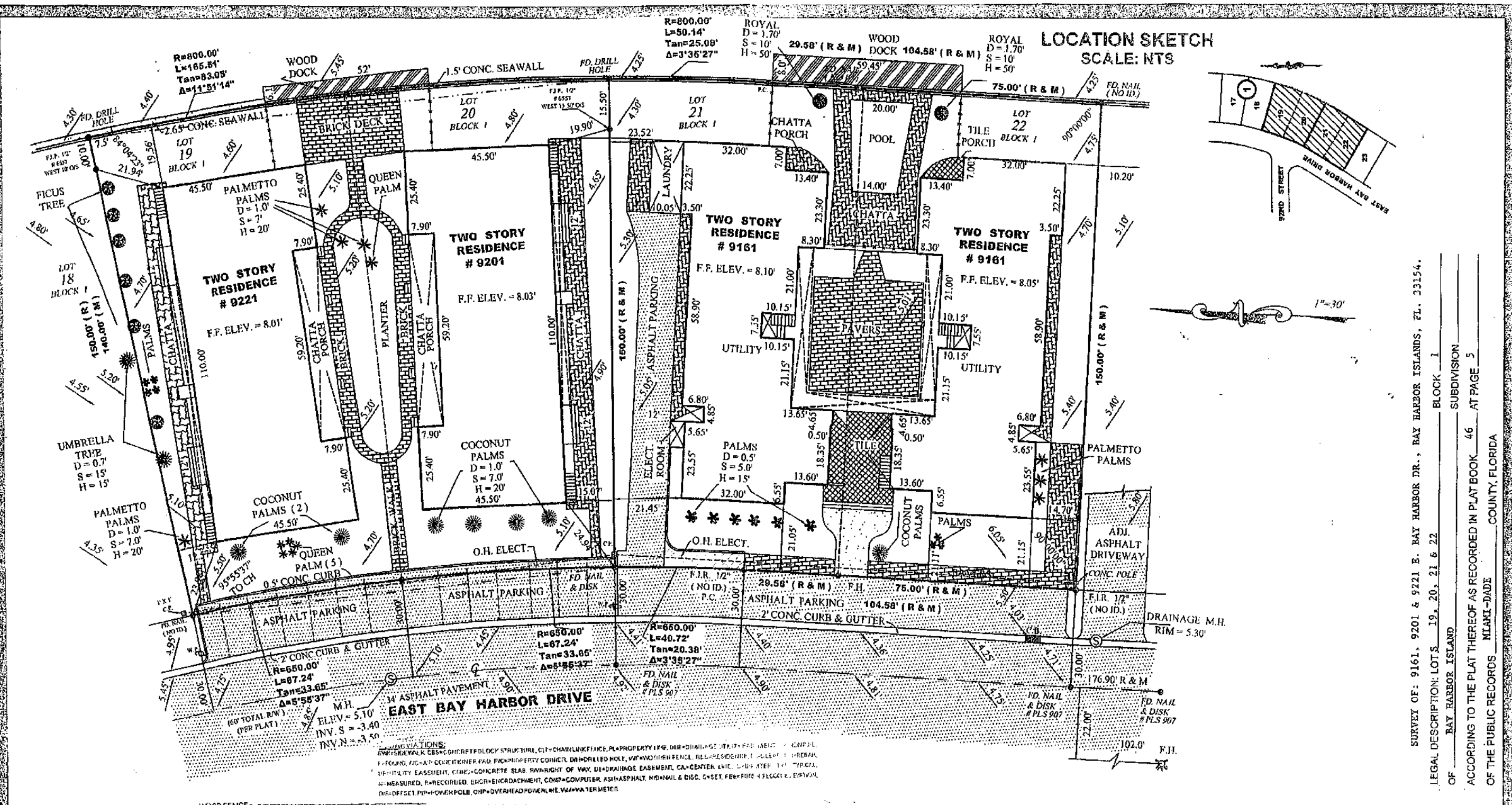
INDEX	
	COVER
A-001	DATA SHEET
A-002	LAND USE PLAN DESIGNATION
A-003	PERIMETER SECTIONS
A-004	SETBACKS SCHEME
A-005	BUILDING ARTICULATION SCHEME
A-006	SITEPLAN - CONTEXT
A-100	SITEPLAN
A-101	SUB-T LEVEL 1
A-102	FIRST LEVEL
A-103	SECOND LEVEL
A-104	TYPICAL LEVEL (3th to 5th LV)
A-105	TYPICAL LEVEL (6th to 7th LV)
A-106	EIGHTH LEVEL
A-107	ROOF LEVEL
A-401	EAST & WEST ELEVATION
A-402	NORTH & SOUTH ELEVATION
A-501	N-S SECTION
A-502	E-W SECTION
R-001	VIEW 1
R-002	VIEW 2

ISLAND HOUSE

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

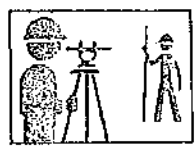
CONSULTANT ARCHITECT
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONCOURSE
BAY HARBOR ISLANDS, FLORIDA 33154

9201 EAST BAY HARBOR DR.



SURVEY OF: 9161, 9201 & 9221 E. BAY HARBOR DR., BAY HARBOR ISLANDS, FL. 33154.
 LEGAL DESCRIPTION: LOTS 19, 20, 21 & 22
 OF BAY HARBOR ISLAND SUBDIVISION BLOCK 1
 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46 AT PAGE 5
 OF THE PUBLIC RECORDS MIAMI-DADE COUNTY, FLORIDA

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL



REVISED: 9/12/12
 TREES & ELEVATIONS

WOOD FENCE = 
 MASONRY WALL = 
 CONCRETE = 
 MAINTENANCE & DRAINAGE EASEMENT = M & D E

SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. 4) LEGAL DESCRIPTION PROVIDED BY CLIENT. 5) UNDERGROUND ENCROACHMENTS NOT LOCATED. 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 7) OWNERSHIP OF FENCES ARE UNKNOWN. 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

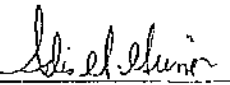
Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB. 46 PAGE 5

ELEVATION BASED ON LOC. # 2225 E
 CBM# S-234 ELV. 11.17' TYPE OF SURVEY: BOUNDARY SURVEY

I HEREBY CERTIFY That the survey represented thereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.

There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.


 ADIS N. NUNEZ
 REGISTERED LAND SURVEYOR
 STATE OF FLORIDA #5924

SINCE 1987
BLANCO SURVEYORS INC.
 Engineers • Land Surveyors • Planners • LB # 0007059
 555 NORTH SHORE DRIVE
 MIAMI BEACH, FL 33141
 (305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

FLOOD ZONE: AE	SUFFIX: L	DATE: 9/11/09	BASE: 10'
PANEL: 0144	COMMUNITY # 120637	DWN. BY: F. Blanco	12-609
DATE: 8/20/12	SCALE: 1" = 30'		

Island House_Units Breakdown

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Second Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,319	2,638
Total Level 2			10		13,366

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Third to Fifth Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 3-5			12		15,284
Total x3 Levels			36		45,852

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Sixth to Seventh Level	A-1	3	2	1,542	3,084
	A-2	3	2	1,771	3,542
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 5-8			14		18,826
Total x2 Levels			28		37,652

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Eighth Level	A-1	3	2	1,428	2,856
	PH	1	1	2,771	2,771
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 8			13		17,827

Total Number of Units			87		
Total Net Area				114,697	

LOCATION



Zoning Summary

revuelta architecture internacional p.a.

9201 EAST BAY HARBOR DRIVE

Lot Area	SF	Acres
	45,000	1.03

Legal Description

Lot 19, 20, 21 and 22, Block 1 of "Bay Harbor Island", According to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Dade County, Florida.

Flood Elevation

This property appears to be located in Flood Zone AE, with a BFE of 10'-0" N.G.V.D.

Grade Level (Crown of the road) 4'-10" N.G.V.D.

Zoning Classification RM1 - MULTIPLE FAMILY RESIDENTIAL DISTRICT (WATERFRONT LOTS)

FLR	Allowable	Proposed
(Determined by the setbacks)	N/A	
Maximum Density	Allowable	Proposed
34 units per net Acre	34	87
Proposed Density	1.03	84.5 (units/acre)
Setbacks	Required	Proposed
Principal Frontage (E. Bay Harbor Dr.)	Buildings less than 30 feet in height, 20 feet Buildings less than 45 feet in height, 25 feet Buildings less than 75 feet in height, 30 feet	20'-0" Below 30 feet, 30'-0" Above 30 feet.
Side Setback	Buildings less than 30 feet in height, 10 feet maximum setback shall be 25 feet	10'-0" Below 30 feet, 25'-0" Above 30 feet.
Rear Setback (Waterfront)	20'-0"	20'-0"
Flex Setback (side only)	side building length	Proposed (Feet)
maximum allowed 1/3 of length of building	107	32.67
Maximum Height	Allowable	Proposed
Maximum Building Height	75 feet above BFE	75'-0" above BFE
Open Space Requirements	Required	Proposed
20% of Lot Area Minimum	9,000 SF	10,500 SF (23%)
Roof Deck Landscape Requirements	Required	Proposed
15% of Roof Area Minimum	1,200 SF	6,000 SF (75%)
Lot Coverage	Allowable	Proposed
(Perimeter determined by the setbacks)	Determined by Setbacks	27,850 SF
Building Length		
The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet	≤ 205 feet without breaks ≥ 205 feet with breaks	53'-0" gap/brake in the middle of the building.
Breezeway		
A building may exceed 120 feet in length if breezeways divide such building. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet.		53'-0" feet breezeway is provided
Parking Space Requirements	Required	Proposed
Residential - 2 per Dwelling Unit Minimum	174	176
Guest Parking	4	4
Total Parking Spaces	(including 6 handicap spaces)	180
Storage Requirements		
A minimum of 25 SF of area with at least seven feet of headroom must be added for each apartment and shall be located outside the apartment.	87	87
Loading Zone		
Residential Loading Berths (660 SF)	1 per 1st 100 Units	100 Units
containing a structure, adequate space for Commercial Loading Berths (420 SF)	1 for 25k-50k commercial	

revuelta
architecture
international

Miami
Atlanta
San Diego, Chile

revuelta-architecture.com

2800 SW 27TH AVE SUITE 110
MIAMI, FL 33135
T 305.680.5000
F 305.680.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

9201 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, 33154, FLORIDA

OWNER
TAUBCO

SCHEMATIC
DESIGN

Permit Revisions
Revision 1
May 10th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CO. COURSE
BAY HARBOR ISLANDS
FLORIDA
33154

Date

05/14/2013

Drawing

BP - CV

Check by

BP

Scale

As Shown

Project No.

1216

A-001

MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



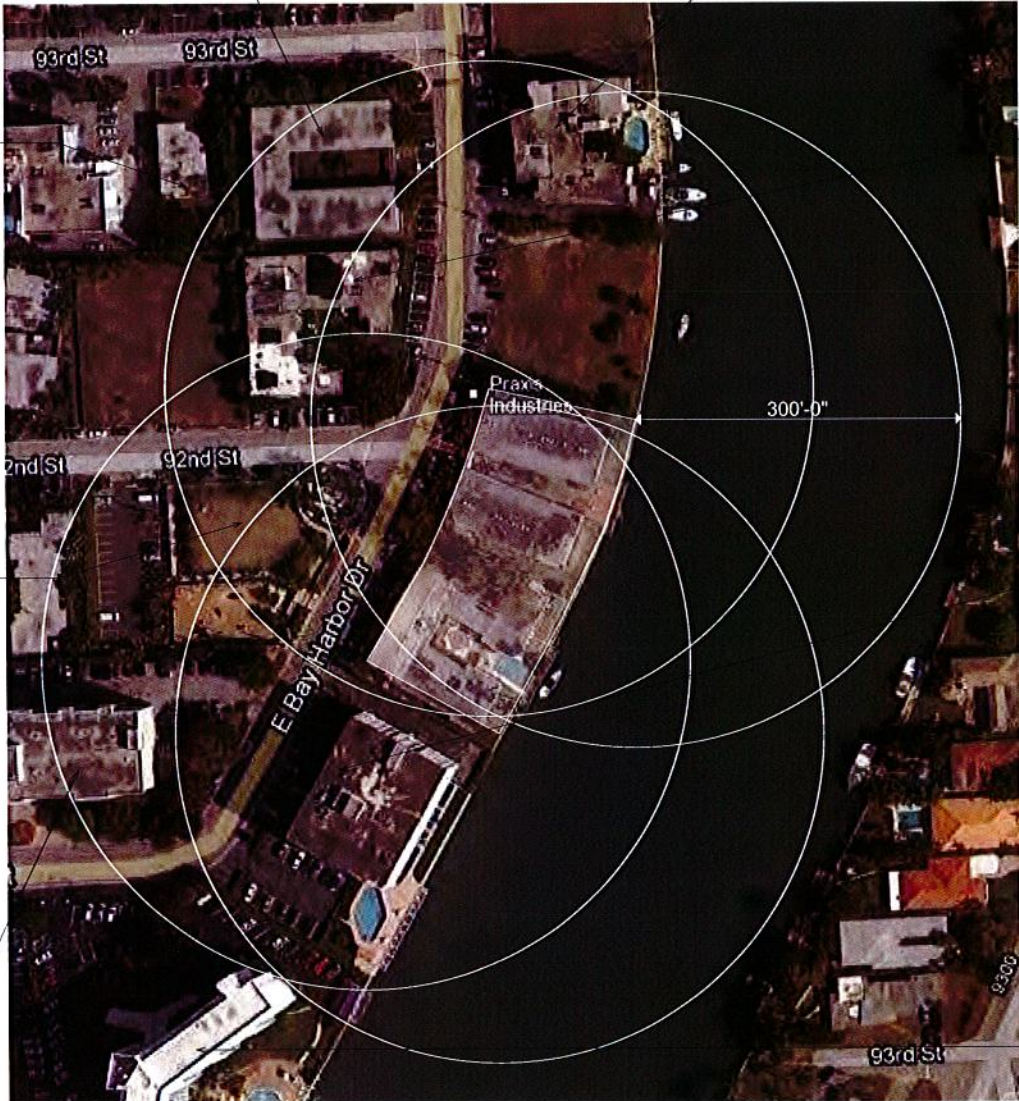
DUPLEX, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



RECREATIONAL PARK, RM-2
FLUM: MEDIUM HIGH DENSITY



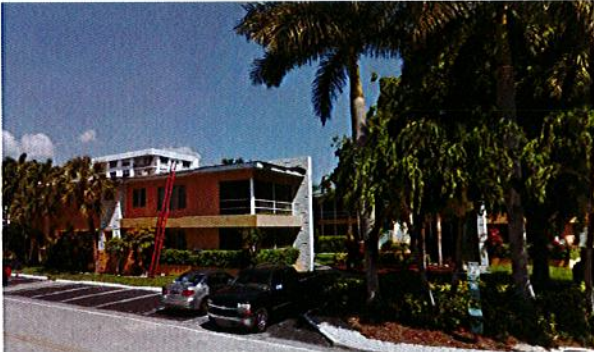
MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
5 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, TRACT DISTRICT
FLUM: MEDIUM HIGH DENSITY
10 STORY



1 LAND USE PLAN DESIGNATION
NOT TO SCALE

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

8800 SW 27TH AVE SUITE 110
MIAMI, FL 33155
T 305 580 5000
F 305 580 5000

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
8801 EAST BAY HARBOUR DR.
BAY HARBOR ISLANDS, 33154, FLORIDA

OWNER
TAUBCO
T

SCHEMATIC
DESIGN

Permit Revisions

Revision 1
May 10th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC.

FRANKEL BENAYOUN ARCHITECTS
1177 CANAL COASTLINE
BAY HARBOR ISLANDS
FLORIDA
33154

Date

05/14/2013

Drawing

BP - CV

Check by

BP

Scale

As Shown

Project No.

1216

A-002

Diagram illustrating the cross-section of a retaining wall. The wall is shown in profile, with the top surface sloping down from left to right. The top elevation is labeled "TOP ELEV. 6.25 NGVD". The proposed grade on the left side is labeled "PROPOSED GRADE 6.0 NGVD". The neighbor's elevation on the right side is labeled "NEIGHBOR ELEV. 5.8 NGVD". The wall has a vertical face on the right and a sloped face on the left. A dimension of 4" is indicated for the top width, and a dimension of 12" is indicated for the height of the wall.

NOTE:
FOR GRAVITY WALL DETAIL REFER TO SHEET C-4

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2 SECTION 1
SCALE: 1" = 20'

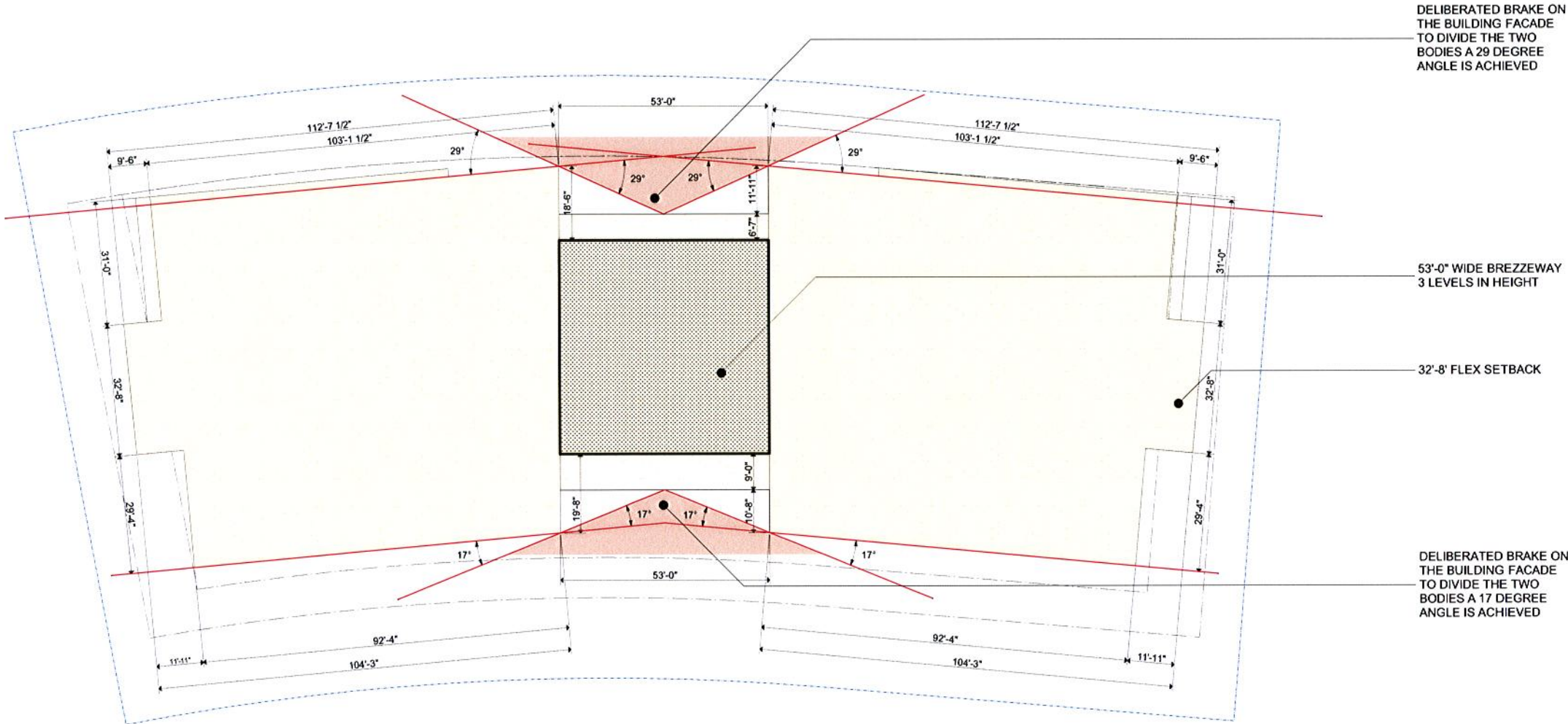
1 SETBACKS SCHEME

- NOTES:**
-  ROOF DECK SETBACKS
 -  SETBACKS ABOVE 30'-0" h. B.F.E.
 -  SETBACKS BELOW 30'-0" h. B.F.E.
 -  PARKING SETBACK BELOW GRADE AS PER SECTION 23-24, D, 2-4

3 **SECTION 2**
SCALE: 1" = 20'

4 SECTION 3
SCALE: 1" = 20'

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1 BUILDING ARTICULATION SCHEME
SCALE: 1/16" = 1'-0"

CODE REQUIREMENTS_
Building Length:
- The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet



1

SITEPLAN - CONTEXT
NOT TO SCALE

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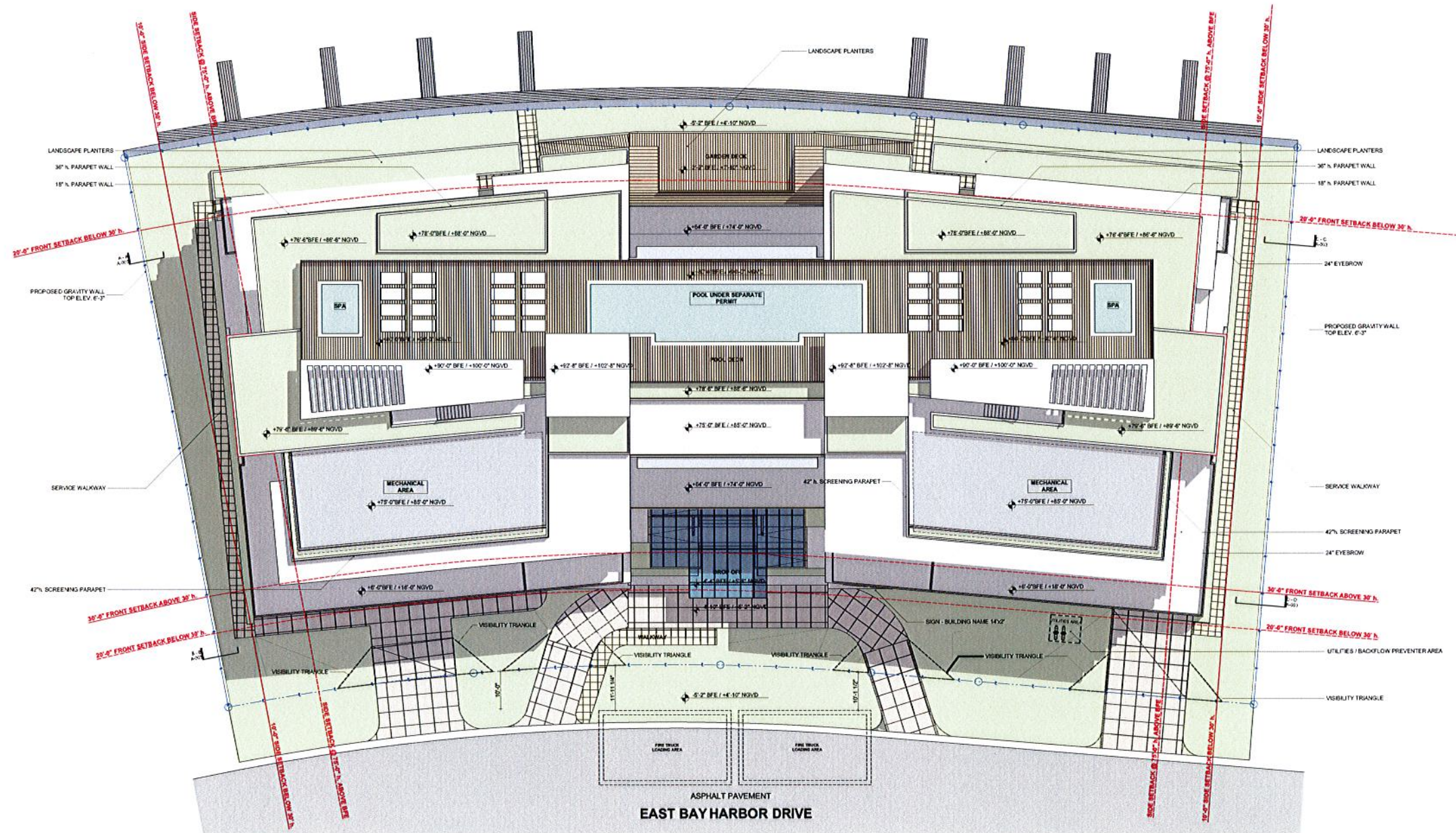
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DESIGN

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Revision 1
May 10th, 2013

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FLORIDA
33154

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05/14/2013
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Project No.
1216

A-006



EAST BAY HARBOR DRIVE



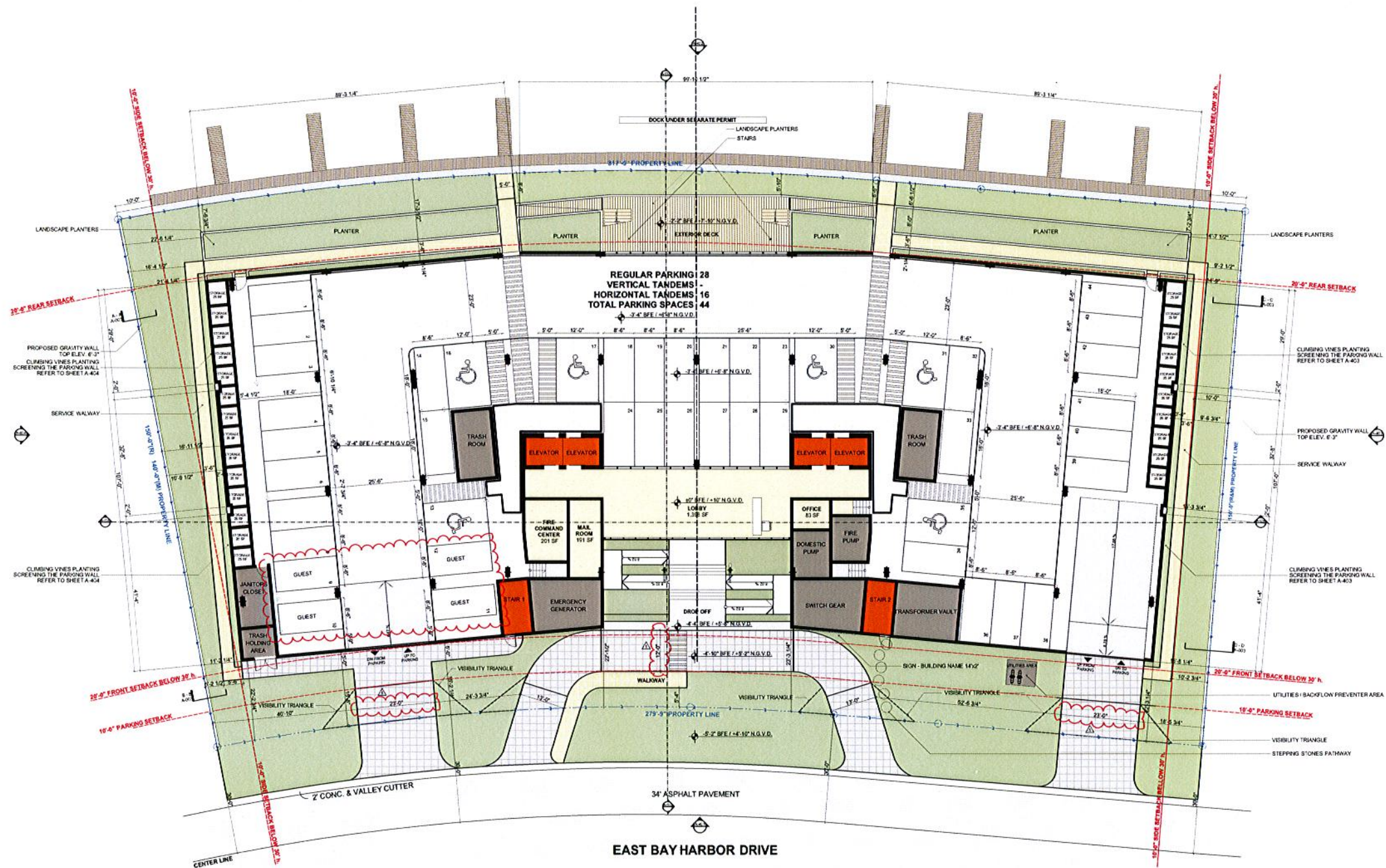
1

ISLAND HOUSE
SITE PLAN

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



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



NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"



1

ISLAND HOUSE
FIRST LEVEL

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

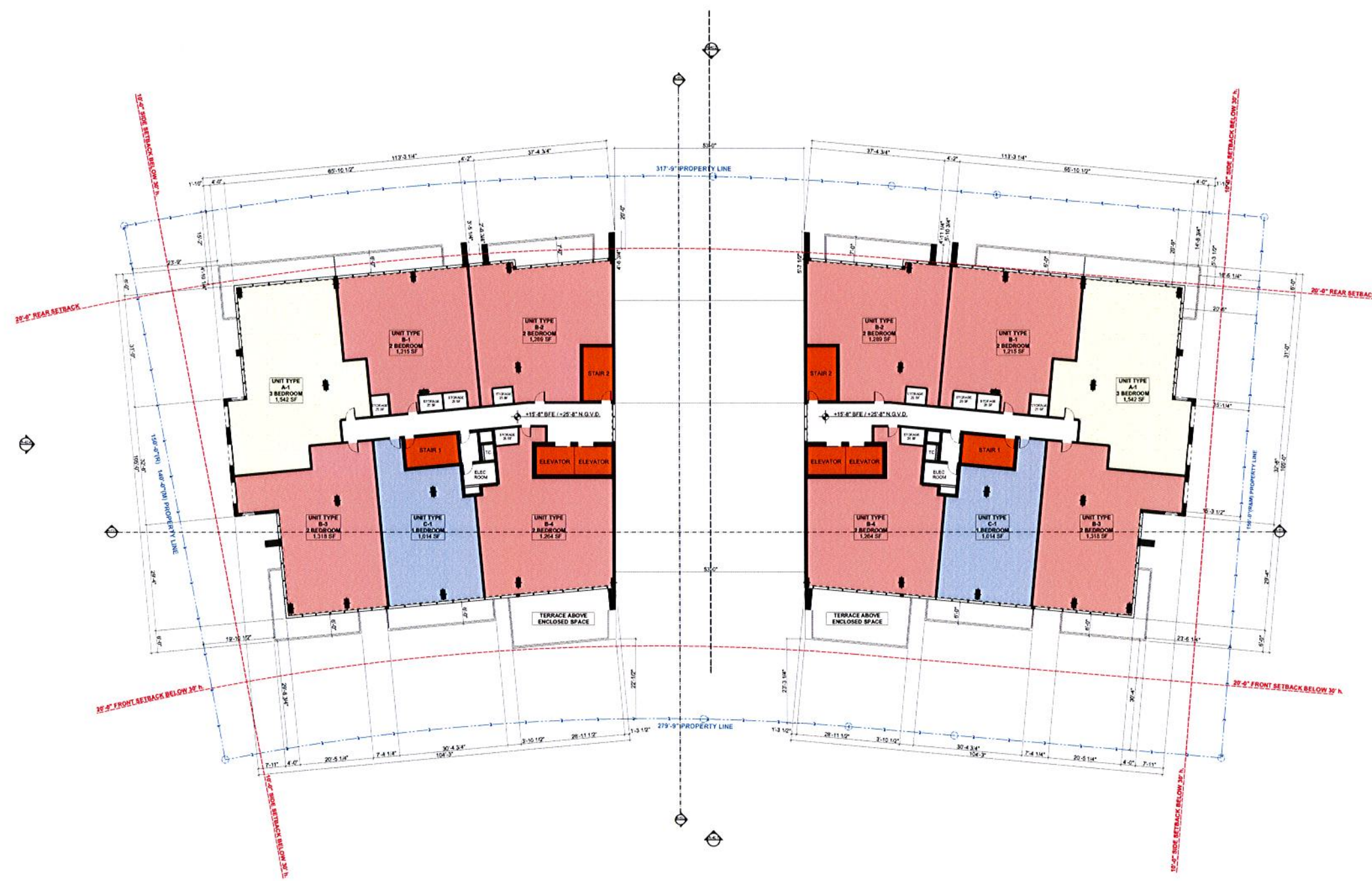


1

ISLAND HOUSE
SECOND LEVEL

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

Please Design And Construct All The Completed Details Of This Project In Accordance With The Specifications And Details Of The Contract Documents. The Contractor Shall Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architect Before Commencing Work. Drawings Not To Be Scaled.
File: Ismwork/IBM-0202/1216_2013 ISLAND HOUSE - by last saved by: Date: 5/16/2013



1

ISLAND HOUSE
THIRD TO FIFTH LEVEL

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

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PROJECT

ISLAND HOUSE
3201 EAST BAY HARBOR DR.
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SCHEMATIC
DESIGN

Permit: Revision
Revision 1
May 10th, 2013

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A-104

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1

ISLAND HOUSE
SIXTH TO SEVENTH LEVEL
SCALE: 1/16" = 1'-0"

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ISLAND HOUSE
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DESIGN

Permit Revisions
Revision 1
May 10th, 2013

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1

ISLAND HOUSE EIGHTH LEVEL

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

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PROJECT

ISLAND HOUSE

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SCHEMATIC DESIGN

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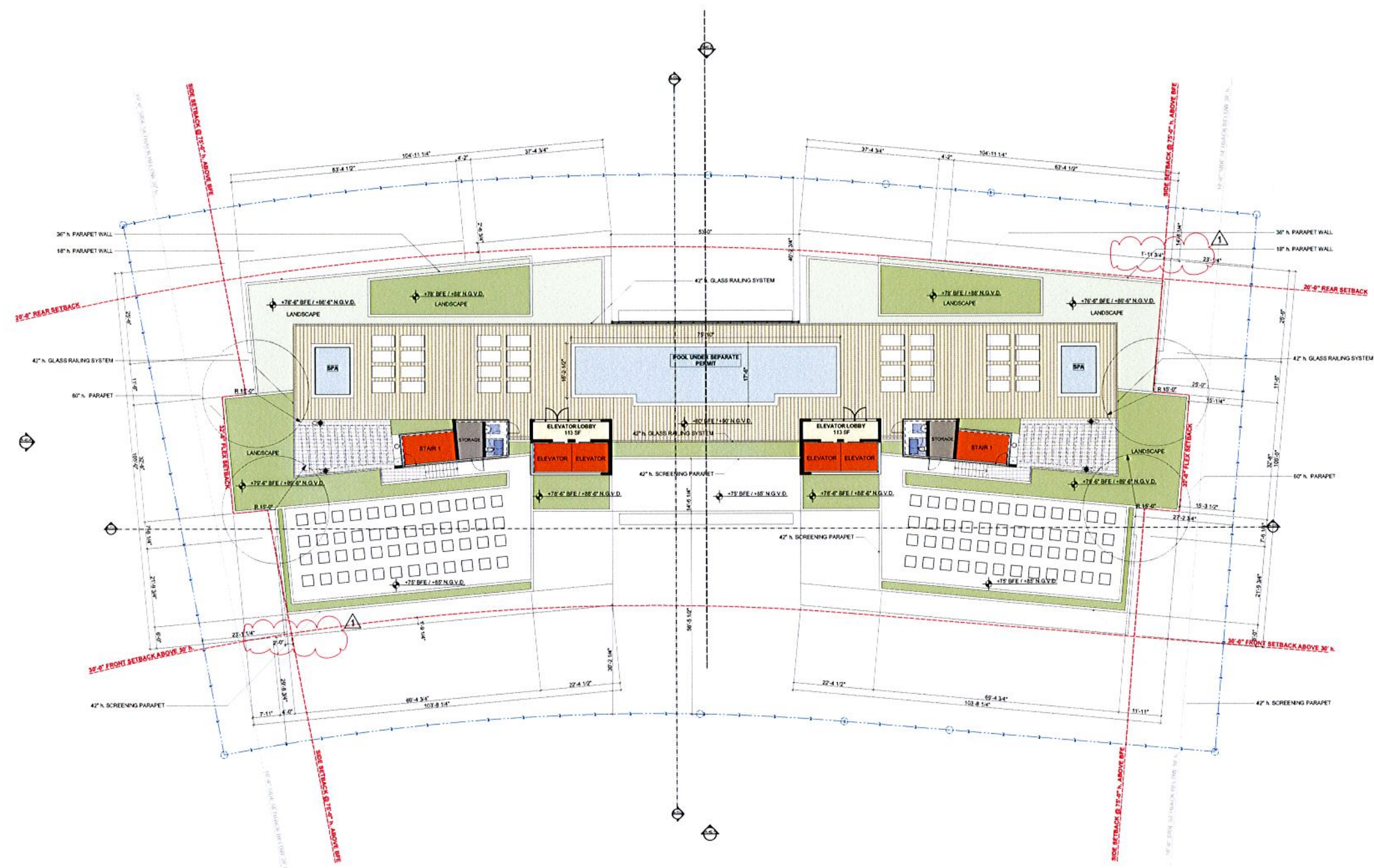
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1

ISLAND HOUSE ROOF LEVEL

SCALE: 1/16" = 1'-0"
ROOF LEVEL +75'-0" BFE / +85'-0" N.G.V.D.

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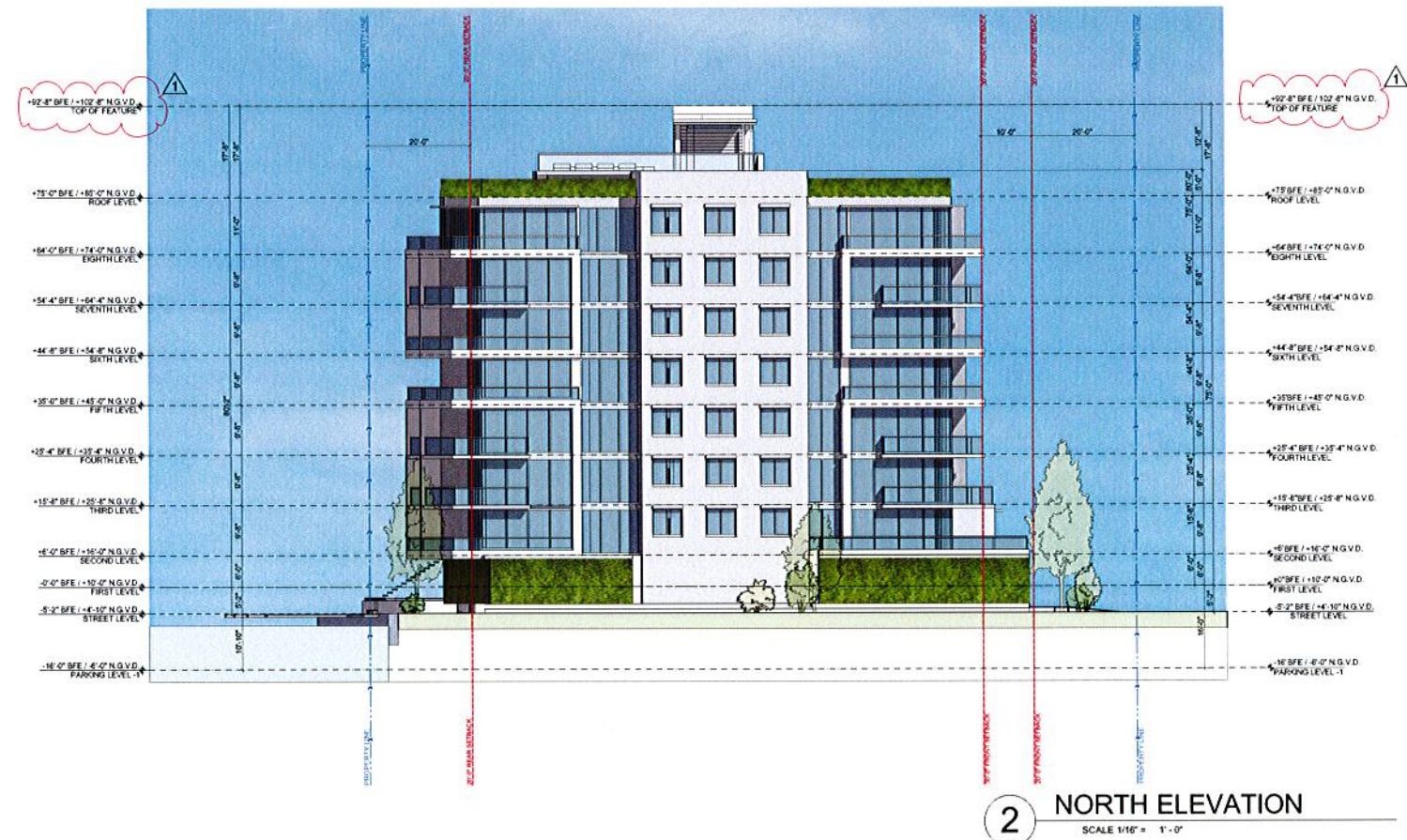
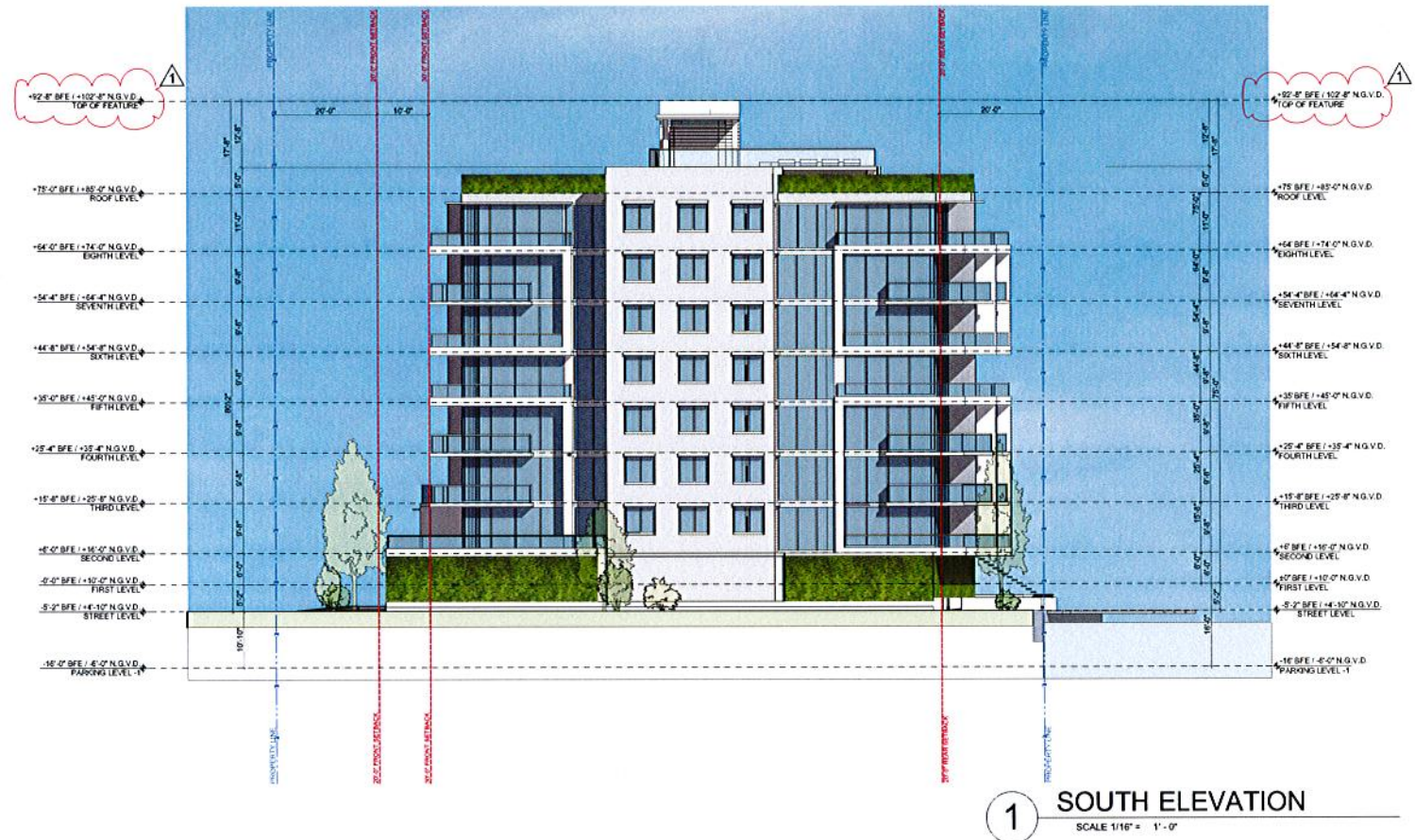
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A-401

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Luis O. Revuelta
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PROJECT

ISLAND HOUSE

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Revision 1
May 10th, 2013

CONSULTANT
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ARCHITECTS INC

FRANKEL BENAYOUN ARCHITECTS
1177 KANE CO. COURSE
BAY HARBOUR ISLANDS
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Date
06/14/2013

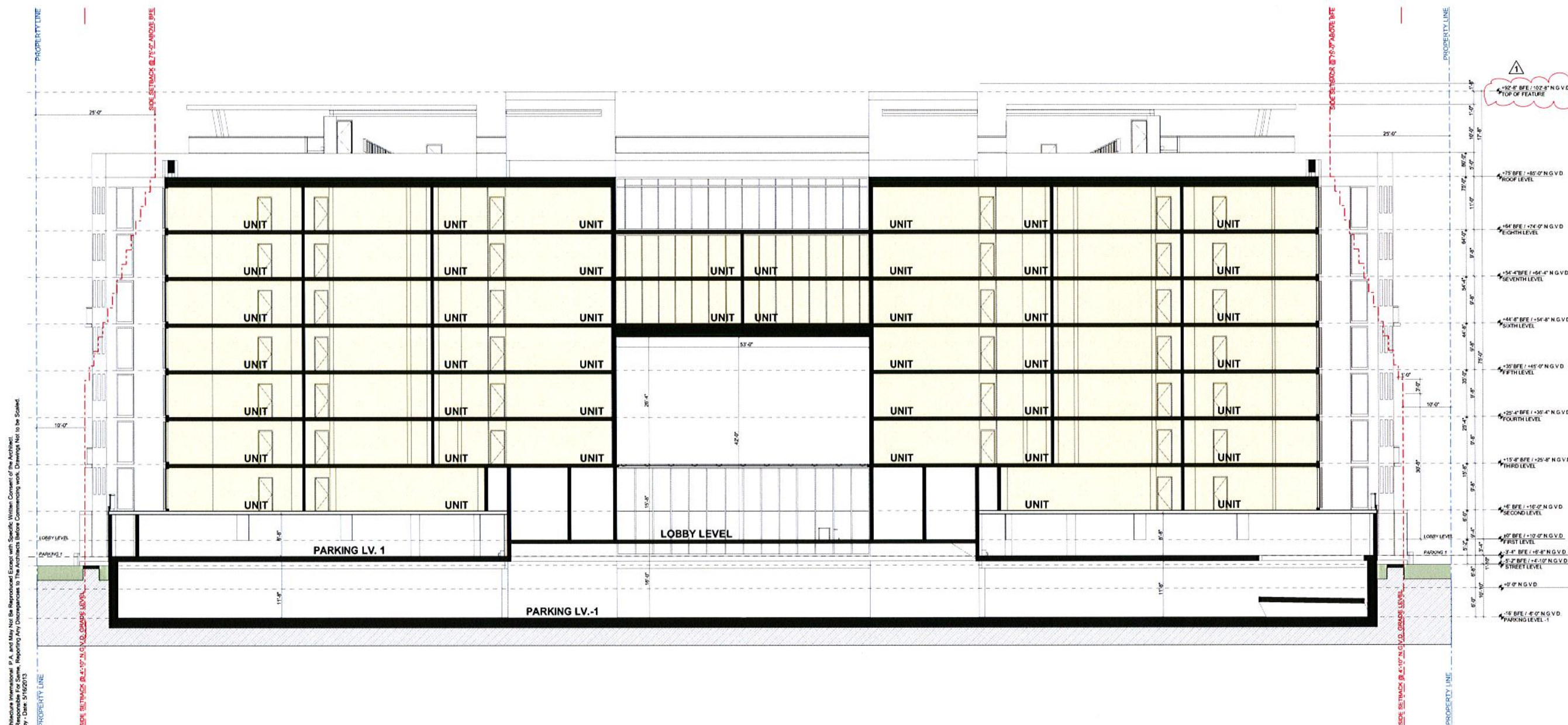
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BP

Scale
As Shown

Project No.
1216

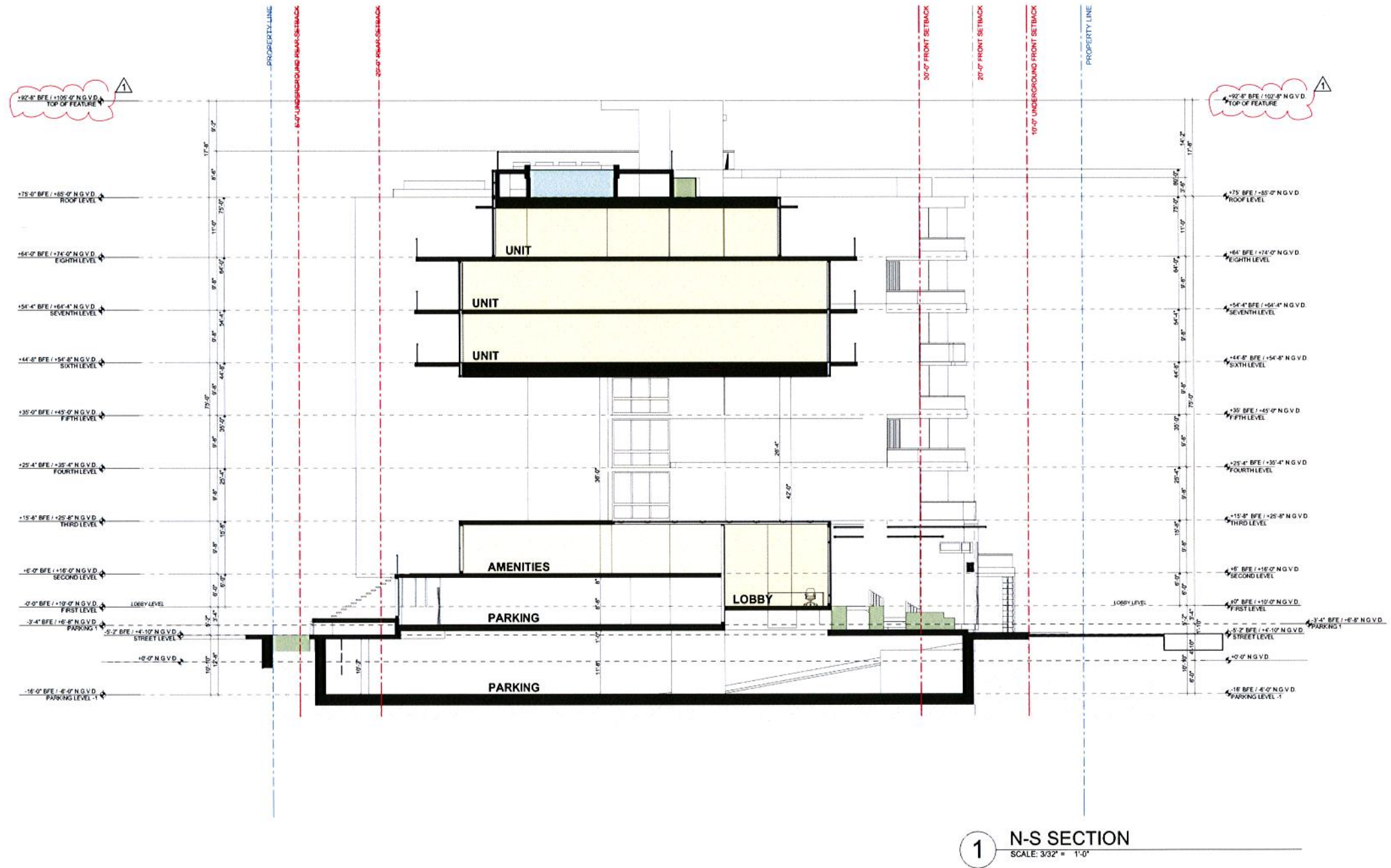
A-402



1 N-S SECTION
SCALE: 3/32" = 1'-0"

NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"

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1 N-S SECTION
SCALE: 3/32" = 1'-0"

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May 10th, 2013

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FLORIDA
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05/14/2013
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1216

A-502



AERIAL

ISLAND HOUSE

AT

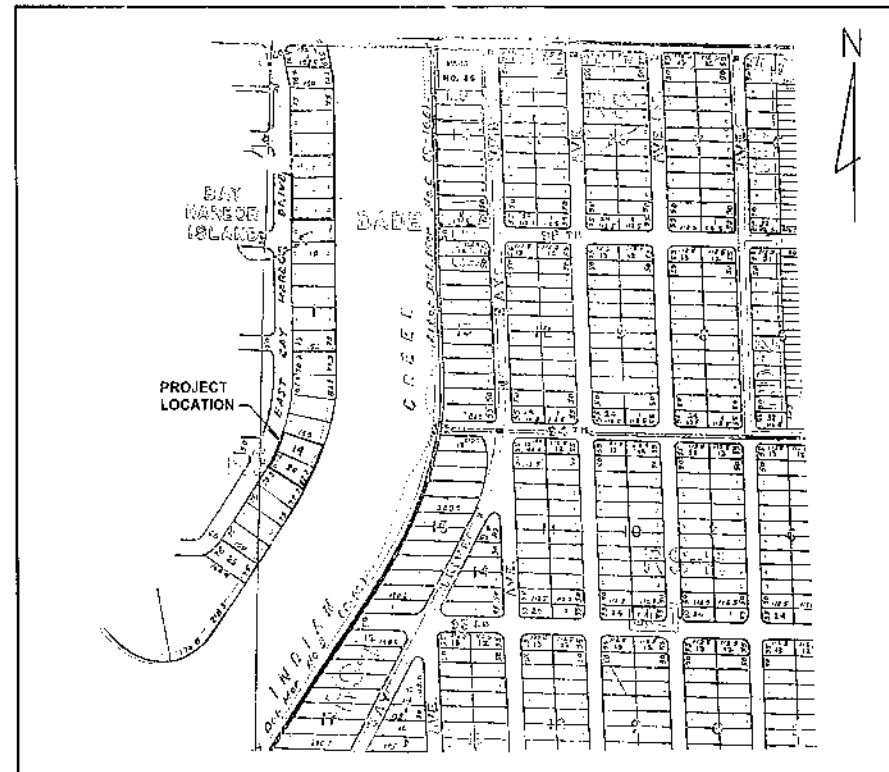
9201 EAST BAY HARBOR DRIVE

TOWN OF BAY HARBOR ISLANDS, FLORIDA

DEVELOPERS:

ISLAND CLUB TOWERS LLC

9551 E. BAY HARBOR DRIVE
BAY HARBOR ISLAND, FLORIDA
()



LOCATION MAP

LEGAL DESCRIPTION:

LOTS 19 AND 20, BLOCK 1, OF 'BAY HARBOR ISLANDS' ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC
RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

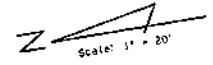
ENGINEERS:

V. S. N. ENGINEERING, INC.
CIVIL ENGINEERS

8550 W. FLAGLER STREET, SUITE 113
MIAMI, FLORIDA 33144
TEL (305) 551-6267
FAX (305) 551-4542

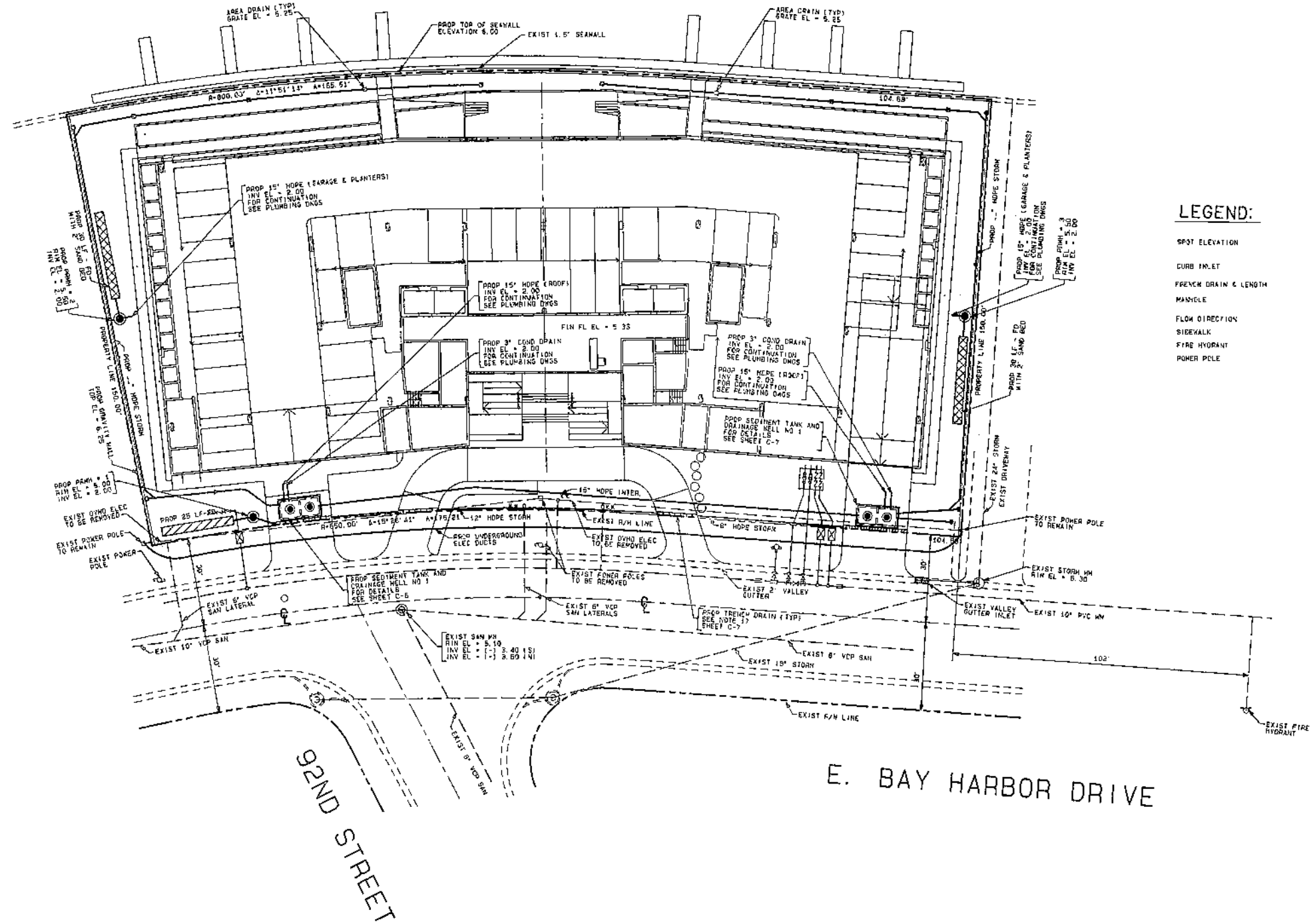
LIST OF DRAWINGS:

C-0	COVER SHEET AND LOCATION MAP
C-1	SITE AND PAVING PLAN
C-2	SITE AND PAVING DETAILS
C-3	DRAINAGE PLAN
C-4	GRADING PLAN
C-5	STORM DRAINAGE DETAILS
C-6	SEDIMENT TANK AND DRAINAGE WELL NO. 1 DETAILS
C-7	SEDIMENT TANK AND DRAINAGE WELL NO. 2 DETAILS
C-8	SEDIMENT TANK PRESSURE RELEASE VENT DETAIL
C-9	SITE UTILITIES PLAN
C-10	WATER PROFILES



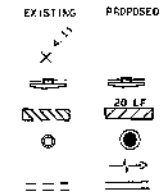
Scale: 1" = 20'

CANAL



LEGEND:

- SPOT ELEVATION
- CURB INLET
- FRENCH DRAIN & LENGTH
- MANHOLE
- FLOW DIRECTION
- SIDEWALK
- FIRE HYDRANT
- POWER POLE



ISLAND HOUSE
AT
9201 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

no date revision/issue

designed L. SERRATE
drawn K. SERRATE
checked L. SERRATE
approved R. VARGAS
proj no 12020-01
scale 1" = 20'
date MAY 1, 2013
cad ref 12020-13

RODOLFO J. VARGAS
PE # 35648

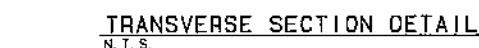
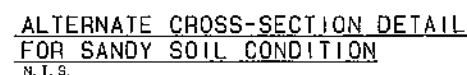
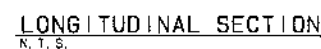
drawing

C-3

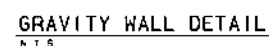
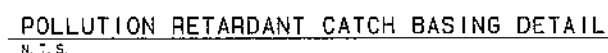
SCALE: 1" = 20' 20' 10' 0' 20'

DRAINAGE PLAN

ENGINEERING
CERTIFICATE OF AUTH #5529
CIVIL
LAND DEVELOPMENT
TRAFFIC AND TRANSPORTATION
9550 W. FLAGLER ST. SUITE 113, MIAMI, FLORIDA 33144
TEL: (305) 551-6257 FAX: (305) 551-4542
P-00111: vso@vsneng.com



- NOTE:
1. FRESHWATER DRAIN TO BE IN ACCORDANCE WITH DADE COUNTY STANDARD DETAILS SD-1.1 LATEST REVISION MARCH 12, 1992.
 2. MOVEN PLASTIC FILTER FABRIC (AT EACH SIDE, TOP AND BOTTOM) SHALL BE USED IN SANDY OR FILLED AREAS.
 3. WASH DOWN THE BALLAST ROCK WITH CLEAN WATER AFTER ROCK HAS BEEN PLACED TO THE PROPER ELEVATION TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. ADD ADDITIONAL BALLAST ROCK TO RESTORE ROCK TO THE PROPER ELEVATION IN ACCORDANCE WITH THE DETAILS.
 4. FOR PERFORATED CMP PIPE JOINT ARE TO BE Banded, BUT NOT GASKETED.
 5. FOR BAFFLE DETAILS SEE THIS SHEET



1. These plans have been prepared with the best information available to the Engineer. Contractor must verify all existing underground utilities prior to beginning of construction. If any discrepancies are encountered to the extent that a "field revision" is required, Engineer must be notified immediately.
2. It is the responsibility of the Contractor to protect all existing agreements during construction. If any damage occurs as a result of the construction activities, Contractor shall restore such improvements to identical 1986, grade, esthetical, and structural conditions as they were prior to beginning of construction.
3. All elevations refer to National Geodetic Vertical Datum (N.G.S.V.D.), 1985.
4. Base Course Flood Criteria for this project is 5 CD / 4 H.V.D. I
5. October High Water Elevation is 2.50 N.G.S.V.D. I.
6. All proposed elevations are to edge of pavement or driveway center line
7. The following items shall be constructed in accordance with the referenced details from the Duval County Public Works Manual:
 - a. French Drain..... S.D. 1.1
 - b. Catch Basin..... S.D. 2.6
 - c. Catch Basin Grate and Grate..... S.D. 3
 - d. 2' Valley GUTTER..... S.D. 14.6
 - e. 6" Inlet..... S.D. 4
 - f. Shale Inlet..... S.D. 3.1
8. Contractor must observe extreme care to prevent debris, silt and fines from entering French Drain. Inset Grates shall remain covered with filter fabric during construction until the system is ready to install in order to prevent debris.
9. Contractor to verify soil conditions at site. If, much is encountered, Contractor shall remove area and fill to grade with minimum 90% density.
10. All areas not paved must be seeded.
11. All work to be done in accordance with Miami-Dade County Public Works Standards and City of Eau Habor Details and Specifications.
12. All topographic and Survey Information is based on Sketches of Survey prepared by Bianca Surveyors Inc.
13. Pipe requirements:
 - a. French drain pipe shall be 48" Corrugated Polyethylene (Perforated).
 - b. All other pipes shall be ADS N-12 Polyethylene Non-Perforated (or approved equal)
15. Contractor shall provide a Paving and Drainage "AS-BUILT PLAN" certified by a Professional Registered Land Surveyor in the State of Florida perfecting all the features of the Stormwater System and should include all details, elevations, pipe size, catch basin size and invert elevations, french drain length and trench elevation, etc.
17. a. Drainage Trenches to be ZURK 2-EBB 12" Parma-Trench as per ZUAM FLD-DRAIN Camera (613) 754-7145 or approved equal.
- b. French Drains shall be capable of conveying a minimum flow of 1.769 gpm at the last down stream section.
9. Contractor shall submit Shop Drawings and documentation for review and approval prior to start of construction. Fabricator must follow manufacturer's Specifications and Installation Instructions.
6. French Drain grates shall be selected by the Project Architect

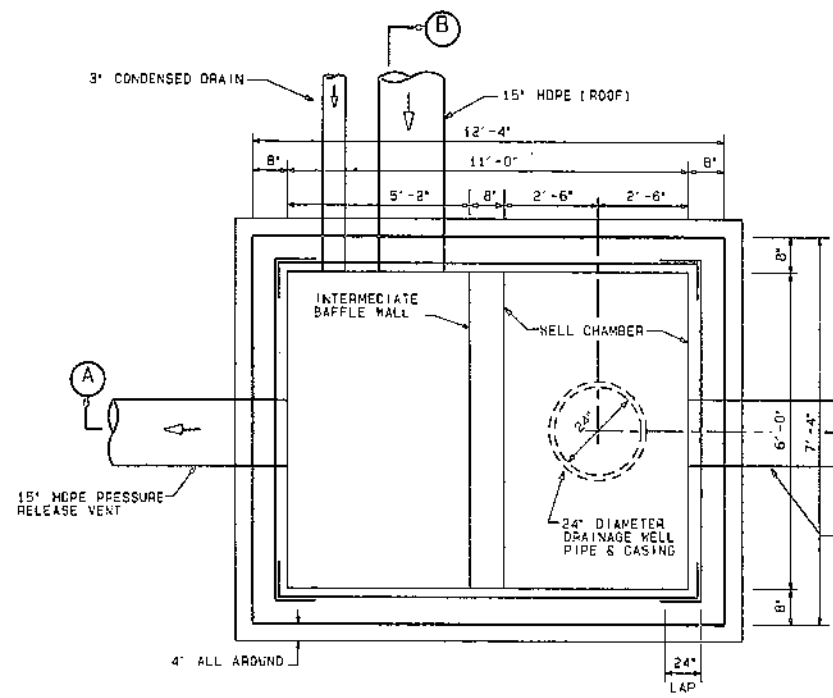
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RODOLFO J. YARGAS
PE - 3564B

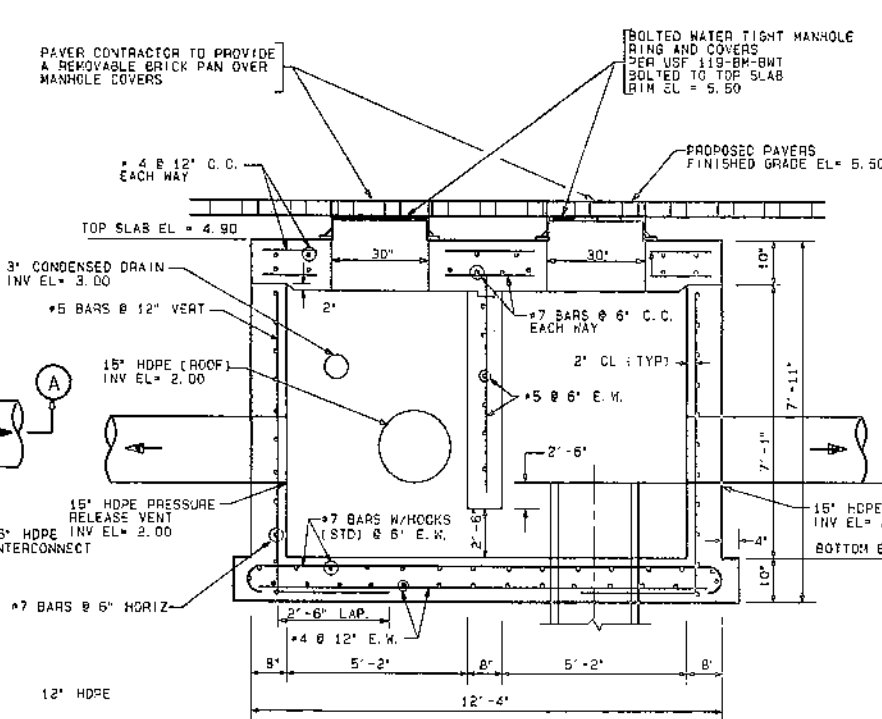
drawing

C-5

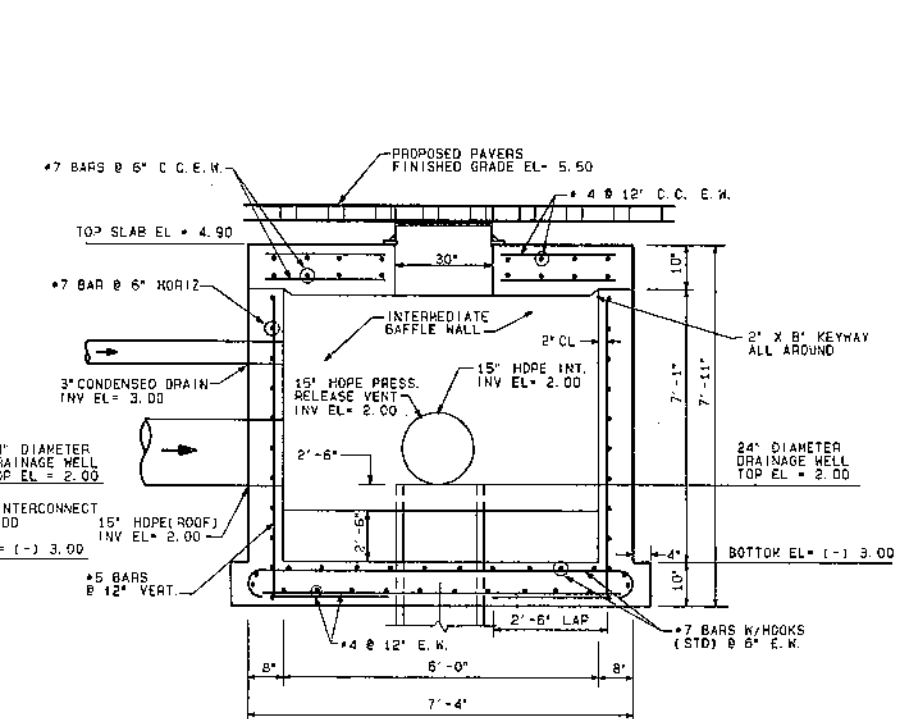
STORM DRAINAGE DETAILS



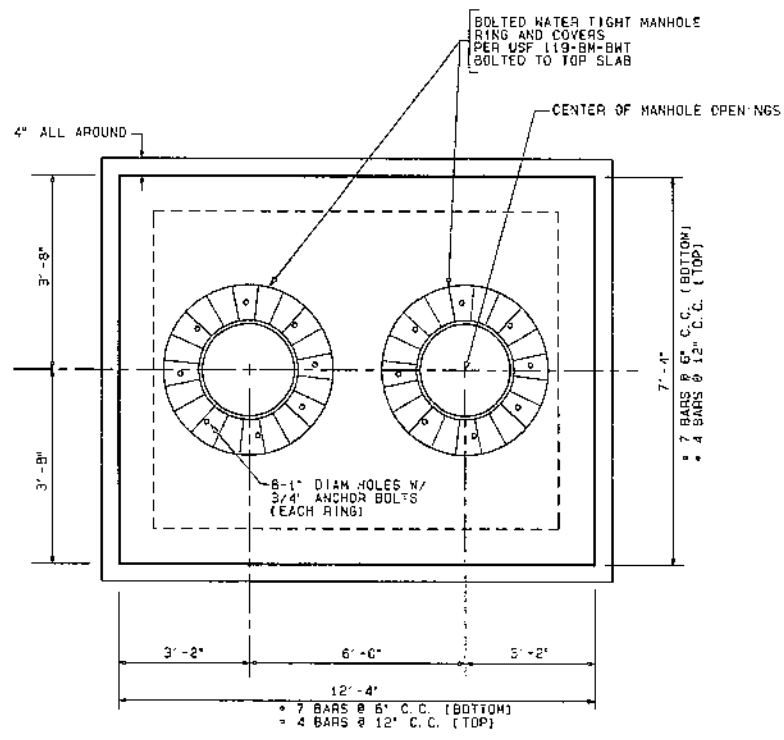
PLAN VIEW
N.T.S.



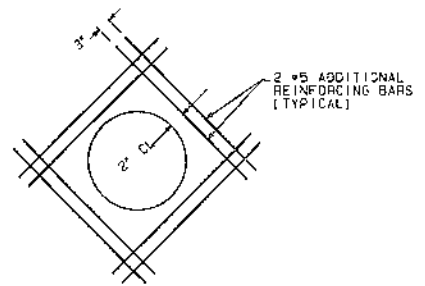
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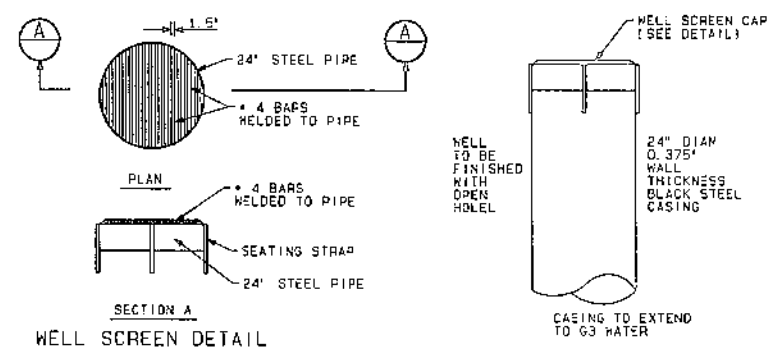
SECTION B-B
N.T.S.



TOP SLAB REINFORCING DETAIL
N.T.S.



TYPICAL OPENING REINFORCING DETAIL
N.T.S.



WELL SCREEN DETAIL
N.T.S.

- NOTES:**
- CLASS 1 CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. NO CHLORIDES ARE PERMITTED IN CONCRETE.
 - STEEL TO BE NEW BARS IN ACCORDANCE WITH ASTM A-615, GRADE 60.
 - NO INFLUENT PIPES SHALL BE CONNECTED TO WELL CHAMBER.
 - PROVIDE SHOP DRAWINGS OF SEDIMENT TANK FOR APPROVAL BEFORE FABRICATION. THIS SHALL INCLUDE MANHOLE FRAME AND COVER.
 - PRECAST OPTION IS ACCEPTABLE. CONTRACTOR MUST SUBMIT SHOP DRAWINGS SIGNED AND SEALED BY A STRUCTURAL ENGINEER TO PROJECT MANAGER FOR APPROVAL BY ENGINEER.
 - SEDIMENT TANK SHALL BE DESIGNED TO WITHSTAND H-20 LOADING.
 - CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM THE WELL DRILLER INSURING THAT THE DISPOSAL WELL ATTAINED A MINIMUM DISCHARGE CAPACITY OF 100 GPM AT 10 FEET OF HEAD (MINIMUM). IF THESE WELL DISCHARGE CAPACITIES ARE NOT OBTAINED, THE ENGINEER MUST BE NOTIFIED IMMEDIATELY.
 - CONTRACTOR SHALL MAINTAIN SEDIMENT TANK CLEAN OF ANY DEBRIS FOR THE LENGTH OF THE PROJECT. ENGINEER SHALL BE NOTIFIED FOR FINAL INSPECTION OF THE SEDIMENT TANK AND DRAINAGE WELL PRIOR TO ACCEPTANCE. TANK SHALL BE COMPLETELY DRAINED PRIOR TO FINAL INSPECTION.
 - PROPOSED DRAINAGE WELLS ARE NOT INTENDED TO BE USED FOR DEWATERING OPERATIONS DURING CONSTRUCTION.

SEDIMENT TANK AND DRAINAGE WELL NO 1 DETAILS

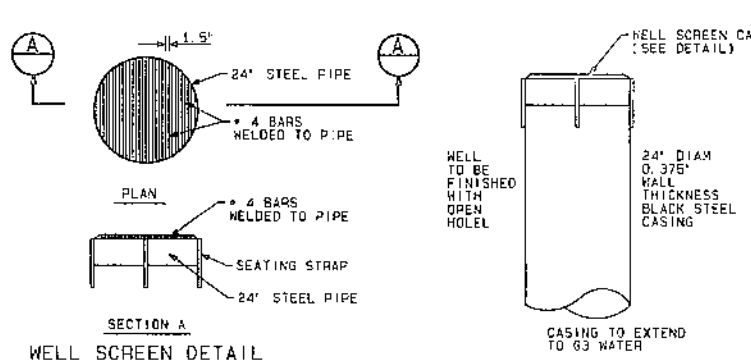
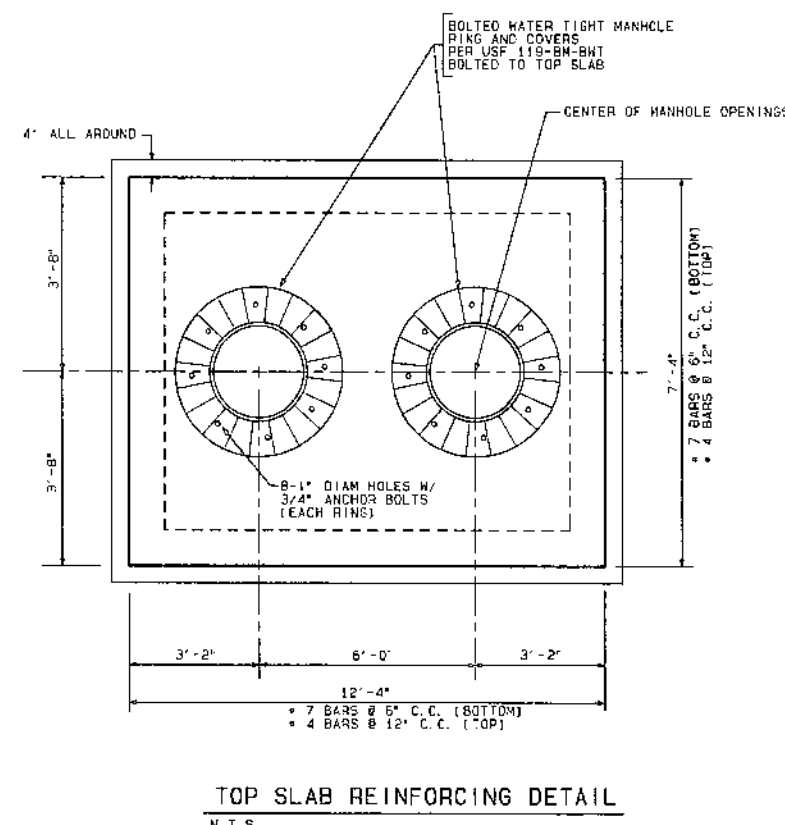
CIVIL
LAND DEVELOPMENT
TRAFFIC AND TRANSPORTATION
8550 W. FLAGLER ST. SUITE 113, MIAMI, FLORIDA 33144
TEL: (305) 551-6867 FAX (305) 551-4542
e-mail: vsm@vsmeng.com

ISLAND HOUSE
AT
9201 EAST HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

no	date	revision/issue

designed R. VARGAS
drawn N. SERRATE
checked L. SERRATE
approved R. VARGAS
proj no 12020-01
scale AS SHOWN
date MAY 1, 2013
cad ref 12020-16

RODOLFO J. VARGAS
PE # 35648
drawing
C-6



- ## SEDIMENT TANK AND DRAINAGE WELL NO 2 DETAILS

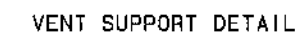
RODOLFO J. VARGAS
PE # 35648

drawing

7

• CIVIL
• LAND DEVELOPMENT
• TRAFFIC AND TRANSPORTATION

3550 W. FLAGLER ST. SUITE 113, MIAMI, FLORIDA 33144
TEL. (305) 551-6267 FAX (305) 551-4542
e-mail: vsn@vsneng.com



SEDIMENT TANK
PRESSURE RELEASE VENT DETAIL

VSZ

ISLAND CLUB TOWERS
BAY HARBOR, FLORIDA
9461 EAST HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA

drawing

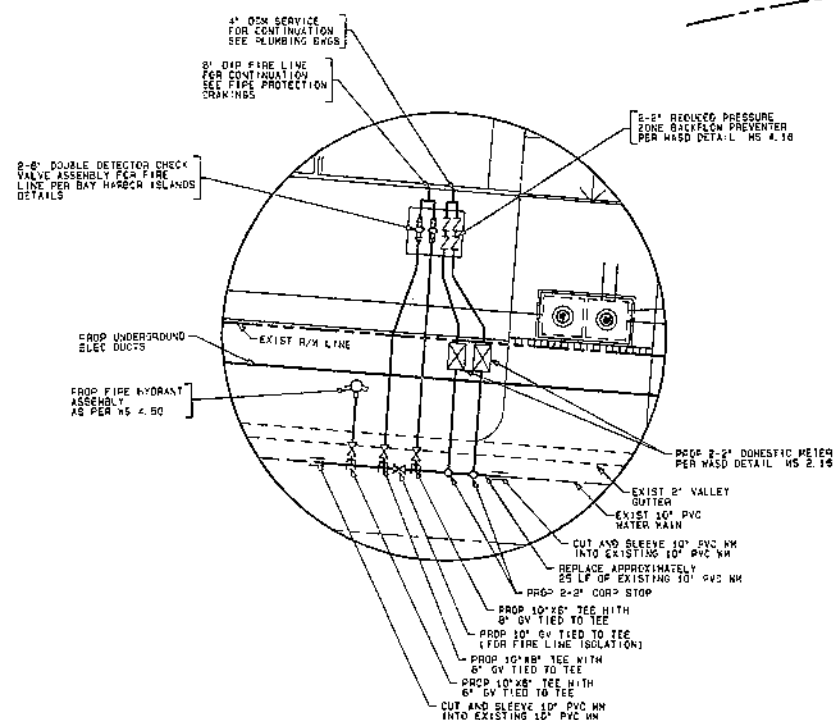
C-8

CANAL

Scale: 1" = 20'

LEGEND:

	EXISTING	PROPOSED
WATER MAIN	---	---
FIRE HYDRANT	○	●
GATE VALVE	— —	— —
SAN. SEWER / MANHOLE	—○—	—●—
FLUSHING VALVE	— —	— —
DIRECTION OF FLOW	— —	— —
PRESSURE REDUCER	— —	— —
WATER METER	— —	— —



DETAIL "A"

NOT TO SCALE

E. BAY HARBOR DRIVE

92ND STREET

Scale: 1" = 20'

SITE UTILITIES PLAN

ISLAND CLUB TOWERS

AT

9201 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

no date revision/issue

designed L. SERRATE
drawn K. SERRATE
checked L. SERRATE
approved R. VARGAS
proj no 12020-01
scale 1" = 20'
date MAY 1, 2013
cad ref 12020-14

RODOLFO J. VARGAS
PE # 35640

drawing

C-9

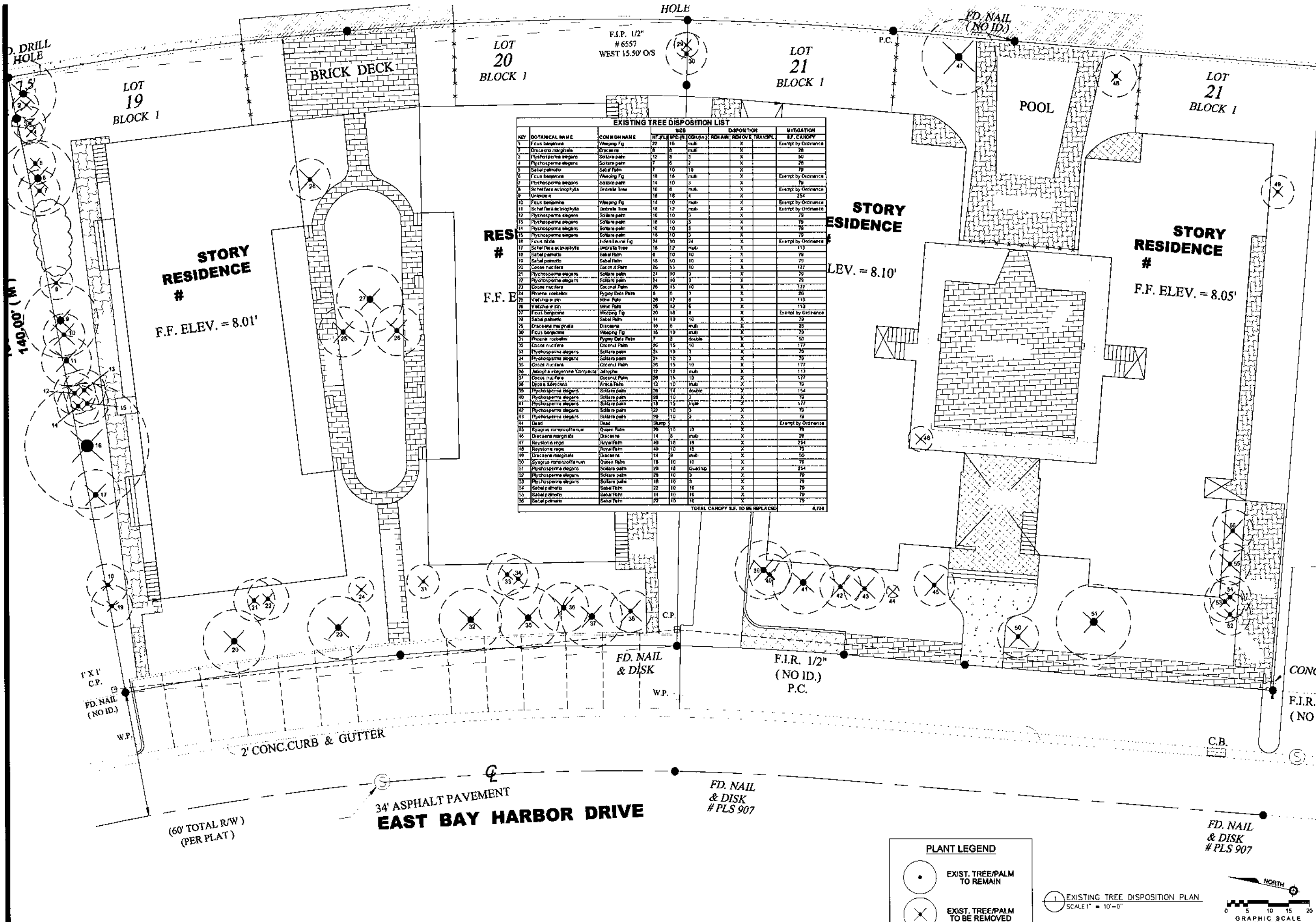
EV S N

Professional Engineer
State of Florida
No. 12020-01

CERTIFICATE OF AUTH #5589

CIVIL

LAND DEVELOPMENT
TRAFFIC AND TRANSPORTATION
9550 N. FLAGLER ST. SUITE 113, MIAMI, FLORIDA 33144
TEL: (305) 551-5257 FAX: (305) 551-4542
E-MAIL: ysn@ysninc.com



EXISTING TREE DISPOSITION LIST									
KEY	BOTANICAL NAME	COMMON NAME	HT./DBH	SPD	DBH	DISPOSITION	REMARKS	MITIGATION	ST. CANOPY
1	Ficus bengalensis	Weeping Fig	22	16	multi	X		Exempt by Ordinance	26
2	Dracaena marginata	Dracena	8	8	multi	X		Exempt by Ordinance	26
3	Psychospermum elegans	Solitaire palm	12	8	3	X		Exempt by Ordinance	50
4	Psychospermum elegans	Solitaire palm	8	7	2	X		Exempt by Ordinance	26
5	Sabal palmetto	Sabal palm	7	10	10	X		Exempt by Ordinance	79
6	Ficus bengalensis	Weeping Fig	18	16	multi	X		Exempt by Ordinance	79
7	Psychospermum elegans	Solitaire palm	14	10	3	X		Exempt by Ordinance	79
8	Schottia palustris	Dracena tree	18	8	multi	X		Exempt by Ordinance	254
9	Unonopsis		18	18	4	X		Exempt by Ordinance	79
10	Ficus bengalensis	Weeping Fig	18	10	multi	X		Exempt by Ordinance	79
11	Schottia palustris	Dracena tree	18	12	multi	X		Exempt by Ordinance	79
12	Psychospermum elegans	Solitaire palm	16	10	3	X		Exempt by Ordinance	79
13	Psychospermum elegans	Solitaire palm	16	10	3	X		Exempt by Ordinance	79
14	Psychospermum elegans	Solitaire palm	16	10	3	X		Exempt by Ordinance	79
15	Psychospermum elegans	Solitaire palm	18	10	3	X		Exempt by Ordinance	79
16	Ficus bengalensis	Weeping Fig	24	30	24	X		Exempt by Ordinance	113
17	Schottia palustris	Dracena tree	18	12	multi	X		Exempt by Ordinance	79
18	Sabal palmetto	Sabal palm	8	10	10	X		Exempt by Ordinance	79
19	Sabal palmetto	Sabal palm	18	10	10	X		Exempt by Ordinance	79
20	Coccotheca	Coccotheca	26	15	10	X		Exempt by Ordinance	177
21	Psychospermum elegans	Solitaire palm	16	10	3	X		Exempt by Ordinance	79
22	Psychospermum elegans	Solitaire palm	24	16	3	X		Exempt by Ordinance	79
23	Coccotheca	Coccotheca	26	15	10	X		Exempt by Ordinance	177
24	Phoenix roebelenii	Pygmy Date Palm	8	6	3	X		Exempt by Ordinance	26
25	Valisneria spiralis	Wine Palm	26	12	6	X		Exempt by Ordinance	113
26	Valisneria spiralis	Wine Palm	26	12	6	X		Exempt by Ordinance	113
27	Ficus bengalensis	Weeping Fig	20	14	8	X		Exempt by Ordinance	79
28	Sabal palmetto	Sabal palm	14	10	10	X		Exempt by Ordinance	79
29	Dracaena marginata	Dracena	10	6	multi	X		Exempt by Ordinance	26
30	Ficus bengalensis	Weeping Fig	18	10	multi	X		Exempt by Ordinance	79
31	Phoenix roebelenii	Pygmy Date Palm	7	3	double	X		Exempt by Ordinance	50
32	Coccotheca	Coccotheca	26	15	10	X		Exempt by Ordinance	177
33	Psychospermum elegans	Solitaire palm	24	16	3	X		Exempt by Ordinance	79
34	Psychospermum elegans	Solitaire palm	24	16	3	X		Exempt by Ordinance	79
35	Coccotheca	Coccotheca	26	15	10	X		Exempt by Ordinance	177
36	Metrosideros polymorpha	Jatropha	12	12	multi	X		Exempt by Ordinance	113
37	Coccotheca	Coccotheca	26	15	10	X		Exempt by Ordinance	177
38	Valisneria spiralis	Wine Palm	26	12	6	X		Exempt by Ordinance	113
39	Psychospermum elegans	Solitaire palm	26	14	double	X		Exempt by Ordinance	154
40	Psychospermum elegans	Solitaire palm	28	10	3	X		Exempt by Ordinance	79
41	Psychospermum elegans	Solitaire palm	18	12	3	X		Exempt by Ordinance	177
42	Psychospermum elegans	Solitaire palm	22	10	3	X		Exempt by Ordinance	79
43	Psychospermum elegans	Solitaire palm	20	10	3	X		Exempt by Ordinance	79
44	Swamp					X		Exempt by Ordinance	79
45	Eragrostis amabilis	Queen Palm	26	10	10	X		Exempt by Ordinance	79
46	Dracaena marginata	Dracena	14	6	multi	X		Exempt by Ordinance	26
47	Raystonia regia	Royal Palm	40	18	18	X		Exempt by Ordinance	254
48	Raystonia regia	Royal Palm	40	18	18	X		Exempt by Ordinance	79
49	Dracaena marginata	Dracena	14	6	multi	X		Exempt by Ordinance	26
50	Syngonium podophyllum	Queen Palm	18	10	10	X		Exempt by Ordinance	79
51	Psychospermum elegans	Solitaire palm	20	18	double	X		Exempt by Ordinance	254
52	Psychospermum elegans	Solitaire palm	26	10	3	X		Exempt by Ordinance	79
53	Psychospermum elegans	Solitaire palm	18	10	3	X		Exempt by Ordinance	79
54	Sabal palmetto	Sabal palm	22	10	10	X		Exempt by Ordinance	79
55	Sabal palmetto	Sabal palm	14	10	10	X		Exempt by Ordinance	79
56	Sabal palmetto	Sabal palm	22	10	10	X		Exempt by Ordinance	79
TOTAL CANOPY S.F. TO BE REPLACED									4,734

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CORPORATE # L00002266

LANDSCAPE ARCHITECTURE
LAND PLANNING
MEMBER
AMERICAN SOCIETY OF
LANDSCAPE ARCHITECTS

**ROSENBERG
GARDNER
DESIGN**

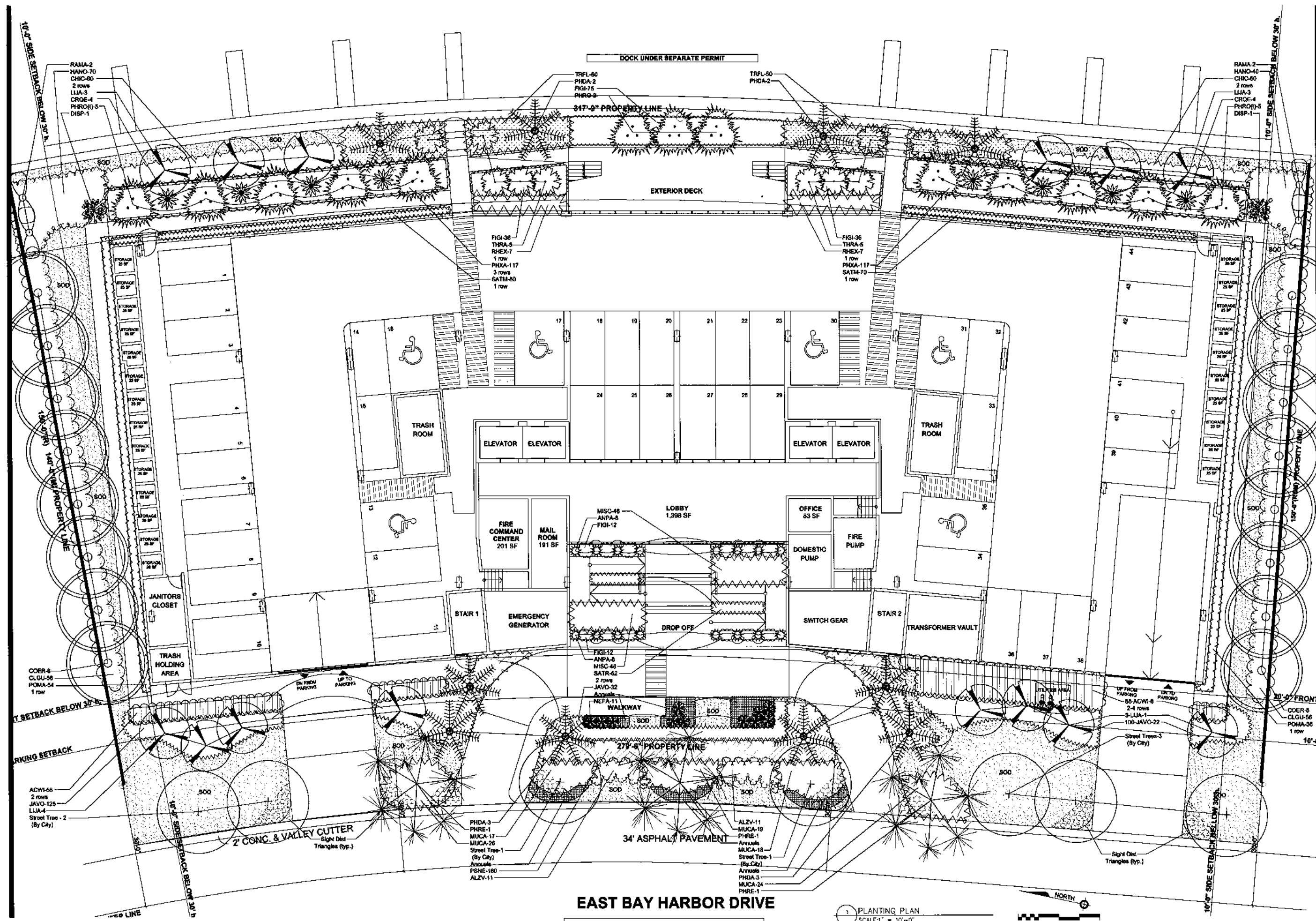
ISLAND HOUSE
9201 E. Bay Harbor Drive, Bay Harbor Islands, FL

EXISTING TREE
DISPOSITION
PLAN

BP Rosenberg
Mar. Gardner
DATE: 11.19.2012

REVISIONS
11.30.12
5.22.13

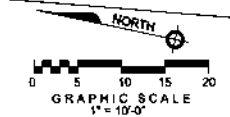
SCALE: 1"=10'-0"
SHEET: LA-1



EAST BAY HARBOR DRIVE

NOTE: See Sheet LA-4 for Plant List

PLANTING PLAN
SCALE: 1" = 10'-0"



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LANDSCAPE ARCHITECTURE
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ISLAND HOUSE
PLANTING PLAN

By Rosenberg	FLA #143
Plan Gardner	FLA #1565
DATE	11.19.2012
REVISIONS	
11.30.12	
5.22.13	
SCALE	1"=10'-0"
SHEET	LA-2

LANDSCAPE SPECIFICATIONS

PART 1 - GENERAL

1.1 SCOPE

A. Contractor shall provide all labor, materials, equipment, supervision, and related work necessary to complete the landscape work in accordance with the intent of the landscape plans, schedules and these specifications. The extent of work is shown on the drawings which are a part of this document.

1.2 CONTRACTOR QUALIFICATIONS

A. Landscape installation work to be performed by a Contractor Certified by the Florida Nurserymen, Growers and Landscape Association (FNLGA) as a Certified Landscape Contractor. Any pruning to be supervised by an Arborist, certified by the International Society of Arboriculture (ISA) and licensed in Miami-Dade County.

1.3 INVESTIGATION OF UTILITIES

A. Prior to beginning work, the Contractor shall be responsible to locate existing underground utilities. Check with all utility companies and Sunshine State, call (811).

1.4 SUBSTITUTIONS

A. Only materials specified will be accepted, unless approved in writing by the Landscape Architect in advance.

1.5 PLANT SIZES

A. All plant sizes shall equal or exceed the minimum sizes as specified in the plant list. When plant sizes are specified as a range of size, installed materials shall average the mean of the range specified. Plants shall be measured following pruning with branches in normal position. All necessary pruning shall be done at the time of planting.

1.6 PLANT QUALITY

A. All plant material shall be equal to or better than Florida No. 1, as classified by "Grades and Standards for Nursery Plants" by the Division of Plant Industry, Florida Department of Agriculture. They shall have a growth habit that is normal for the species, healthy, vigorous, free from insects, diseases and injury.

B. The Owner or Landscape Architect reserves the right to refuse any plant material which does not conform to the intent of the written specifications or design.

C. CIRCUING ROOTS FOUND ON CONTAINER-GROWN MATERIAL WILL NOT BE ACCEPTED UNLESS REMEDIAL ROOT PRUNING, APPROVED BY THE LANDSCAPE ARCHITECT IS DONE BEFORE PLANTING.

1.7 PLANT QUANTITY

A. The plant quantities shown on the plant list are to be used only as an aid to bidders. In the case of discrepancy between the plant list and the plan, the quantity on the plan shall override the plant list.

1.8 UNIT PRICES

A. The successful bidder shall furnish to the Owner and the Landscape Architect, a unit price breakdown for all materials. The Owner may, at his discretion, add to or delete from the materials utilizing the unit price breakdown submitted to and accepted by the Owner.

1.9 SUBMITTALS

A. Fertilizer. The Contractor shall submit to the Owner and Landscape Architect documentation that all the fertilizer used for the project is of the analysis specified and listed at the rates specified in section 2.2 FERTILIZER.

B. Planting soil. The Contractor shall submit a sample of the planting soil (approximately 1 cu. ft.) for approval by the Landscape Architect prior to delivery to the site.

C. CLEAN UP & MAINTENANCE OF TRAFFIC
A. Follow procedures in FDOT Index 600 for maintenance of traffic during construction.

B. At the end of each work day, the Contractor shall remove debris and shall barricade the un-filled holes in a manner appropriate in the path of pedestrians and motorists.

C. Upon completion of the work or any major portion of the work or as directed by the Landscape Architect, all debris and surplus material from his work shall be removed from the job site.

1.11 MAINTENANCE PRIOR TO ACCEPTANCE

A. The Contractor is responsible to maintain the plantings until they are accepted under the provisions of 1.12 "ACCEPTANCE OF INSTALLATION".

1. Plants: Begin maintenance immediately following the final plant installation operation for each plant and continue until all plant installation is complete and accepted. Maintenance shall include watering all plants, weeding, mulching, pest and disease control, lightening and repairing of guys, repair of braces, removal of dead growth, resetting of plants to proper grade or upright position, restoration of plant saucer, litter pick-up in plant beds and other necessary operations to assure specified minimum grade of Florida No. 1.

2. Turf Areas: Begin maintenance of turf immediately following the placement of sod and continue until sod installation is complete and accepted. Maintenance shall include but not be limited to: watering, leveling, mowing, weed and pest control, fungus and disease control and other necessary operations as determined by the Landscape Architect and good nursery practice.

3. Re-setting or straightening trees and palms:
The Contractor shall re-set and/or straighten trees and palms as required at no additional cost to the Owner unless caused by sustained winds of 75 mph or more. Then, the costs of the operations may be charged to the owner. Re-set trees within 45 hours.

1.12 ACCEPTANCE OF INSTALLATION

A. Inspection. Inspection of the work, to determine completion of contract work, exclusive of the possible replacement of plants and turf, will be made by the Landscape Architect at the conclusion of the maintenance period. Written notice requesting such an inspection and submitted by the Contractor at least ten (10) days prior to the anticipated date.

1.13 GUARANTEE

A. Guarantee all plants for a period of one year (CCD). Guarantee shall commence from the date of written acceptance. Plant material which is on the site and scheduled to be relocated is not covered by the guarantee except in the case of Contractor's negligence or work that has been done in an unworkman-like manner. The Contractor is not responsible for loss due to acts of god, (i.e.) sustained winds of 75 mph or more, floods, frost, lightning, vandalism or theft.

1.14 REPLACEMENT

A. Replacement shall be made during the guarantee period as directed by the Landscape Architect within ten (10) days from time of notification. For all replacement plant material, the guarantee period shall extend for an additional forty-five (45) days beyond the original guarantee period. The Contractor shall be responsible to provide water to the replacement plants in sufficient quantity to aid in their establishment. At the end of the guarantee period, inspection will be made by the Landscape Architect, upon written notice requesting such inspection and submitted by the Contractor at least five (5) days before the anticipated date. Replacement plants must meet the requirements of Florida No. 1, at time of inspection. Remove from the site all plants that are dead or in a state of unsatisfactory growth, as determined by the Landscape Architect. Replace these and any plants missing due to the Contractor's negligence as soon as conditions permit.

1. Materials and Operations. All replacement plants shall be of the same kind and size as indicated on the plant list. The Contractor shall supply and plant the plants as specified under planting operations.

2. Cost of Replacements. A sum sufficient to cover the estimated cost of possible replacements, including material and labor will be retained by the Owner and paid to the Contractor after all replacements have been satisfactory made and approved by the Landscape Architect.

PART 2 - MATERIALS

2.1 PLANTING SOIL

A. Planting soil for trees, shrubs and ground covers shall be of the composition noted on the plans, measured by volume.

B. Soil for Sodded Areas: shall be coarse lawn sand.

2.2 FERTILIZER

A. Fertilizer for trees, palms, shrubs, and groundcovers shall be as follows: LESCO Palm Special 13-3-13 or equal. Sulfur coated with iron and other minor elements and maximum of 2% chlorine, or brand with equal analysis. The fertilizer shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original unopened containers, bearing the manufacturer's guaranteed analysis. Fertilizer for sod and seeded areas shall be 8-6-8, 50% organically derived nitrogen, or equal.

2.3 WATER

A. The Contractor shall provide potable water on site, available from the start of planting. The Contractor is responsible to ascertain the location and accessibility of the water source. The Contractor is responsible to provide the means of distribution (i.e. water truck, hoses, etc.) for distribution of water to the planting areas.

2.4 MULCH

A. Mulch shall be shredded Melaleuca mulch (Florimulch) as manufactured by Forestry Resources, Inc. or equal.

2.5 ROOT BARRIER MATERIAL

A. When specified in the plans, root barrier material shall be Biotamer (19.5 inch width) Reemay or approved equal.

B. Install per details in the plans

PART 3 - INSTALLATION PROCEDURES

3.1 LAYOUT

A. Verify location of all underground utilities and obstructions prior to excavation.

3.2 HERBICIDE TREATMENT

A. In all areas infested with weed and/or grass growth, a systemic herbicide such as Roundup, shall be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide shall be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor shall schedule his work to allow more than one application to obtain at least 95% kill of undesirable growth. If necessary, Contractor shall conduct a test to establish suitability of product and application to be used on this project, prior to execution of the full application.

3.3 PLANT PIT EXCAVATION AND BACKFILLING

A. Trees: See the Planting and Bracing Details and notes.

B. All planting holes shall be hand dug where machine dug holes may adversely affect utilities or improvements.

C. Shrubs and Groundcover: Shrubs and groundcover shall be planted in a soil bed as described in the notes and details. Space shrubs and provide setback from curb and pavements as shown in the plans.

D. Watering of field-grown plants: Thoroughly puddle in water to remove any air pockets in the plant hole.

3.4 WATERING

A. The Contractor is responsible to provide the water for all new plants and transplants and means of distribution (i.e. hand watering or water truck) during the maintenance period and extending into the period after acceptance until the full schedule as listed below is complete. Water for trees and other large field grown plants shall be supplemented by hand or water truck, in addition to the irrigation system, (if one is provided). Contractor can adjust watering schedule during heavy rain season upon approval of the Landscape Architect.

AMOUNT OF WATER PER APPLICATION

For trees up to 5 inch caliper - 5 gallons
From 5 to 8 inch caliper - 25 gallons
9 inch and up caliper - 50 gallons

FREQUENCY OF WATER

Daily for the first week
3 times per week for weeks 2 - 5
2 times per week for weeks 6 - 8
1 time per week for weeks 9 - 12

B. Water in plants by thoroughly soaking of the entire root ball immediately after planting. For large trees and shrubs, add water while backfilling hole to eliminate any air pockets in the soil around the root ball.

C. Water shrubs, sod and groundcover a minimum of once daily for a week or until an irrigation system is fully operational. If no irrigation system is to be installed, the Contractor shall be responsible for watering the shrub, sod, and groundcover for the time specified above, after installation of each section of the planting installed.

3.5 FERTILIZING

A. Add fertilizer on top of the surface of shrubs beds and tree and palms root balls two (2) months after installation. Fertilize sod within two (2) days after installing after planting of each segment of the job. Fertilizer shall be applied after soil has been well moistened. Fertilizer shall be washed off of plant leaves and stems immediately after application. Apply at the following rates:

1. Trees and Large Shrubs: One (1) pound per inch of trunk diameter, spread evenly over the root ball area.

2. Shrubs: One half (1/2) handful per shrub, spread evenly over the root ball area.

3. Groundcover: Twelve (12) pounds per 100 sq. ft. of bed area.

4. Sod: Twelve (12) pounds per 1,000 sq. ft. Wash fertilizer off blades immediately after spreading.

3.6 MULCHING

A. Spread mulch two (2) inches thick uniformly over the entire surface of shrubs and groundcover beds, depth measured after setting, unless otherwise specified in the plans. Provide 36" diameter bed of mulch, measured from outer edge of the trunk, for all trees and palms planted in sod areas. Keep mulch away from contact with the trunk. Create a 6" high ring of mulch at the outer edge of tree and palm holes.

3.7 GUYING AND BRACING

A. See the details bound herewith or made part of the plans.

3.8 SODDING

A. Provide a blanket of lawn sand as described in the notes in these plans. Prior to planting, remove stones, sticks, etc. from the sub-soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

B. Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes. The sod shall be rolled with a 500 pound hand roller immediately after placing.

C. Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" from trees, measured from the edge of plant or tree trunk.

D. Sod shall be watered immediately after installation to uniformly wet the soil to at least two inches below the bottom of sod strips.

E. Apply fertilizer to the sod as specified in Section 3.5.

F. Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement, or adjacent existing sod.

PLANT BED PREPARATION NOTES

1. In all areas where new sod and shrub and groundcover masses are to be planted, kill all existing weeds by treating with Roundup prior to beginning soil preparation.

2. In all shrub and groundcover beds, prepare soil as described for either condition, over the entire area to be planted.

Condition A:

If any compacted road base or asphalt or rocky soil is encountered, remove compacted material entirely to allow an 18" depth of planting soil. Backfill the entire area of the shrub and groundcover beds with 18" planting soil (as specified in Plans) to within 2 inches of the adjacent pavement or top of curb.

Condition B:

Where no compacted soil is encountered, thoroughly mix 6 inches of planting soil into the existing soil to a depth of 18 inches. If required, excavate and remove the existing soil to lower the grade, so that the prepared mix is finished to a minimum of 2 inches below top of curb or adjacent walkway.

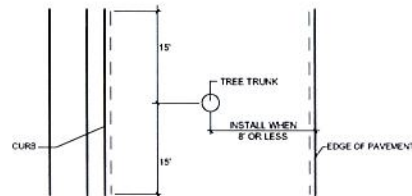
For all sod areas: spread a 2" deep layer of lawn sand prior to sodding. Remove all debris and rocks and pebbles larger than 1 inch in size and level the grade before sodding. Remove, if required, existing soil so that top of sod is flush with and adjacent top of curb or pavement.

SPACING OF PLANTS (SEE PLANT SPACING DETAIL)

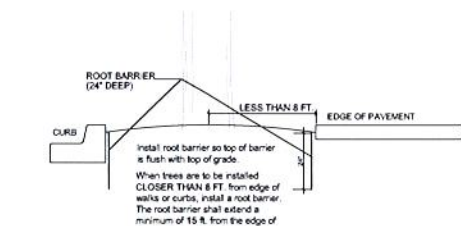
1. Plants shall be planted sufficiently away from edges of pavements or curbs, to allow for growth toward the edges of the bed.

PROTECTION OF PLANTS

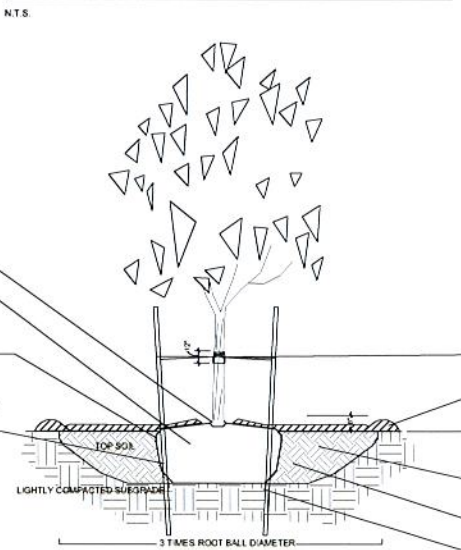
1. The Contractor shall be responsible to protect existing trees and shrubs in and adjacent to the area of work. Erect barriers as necessary to keep equipment and materials, any toxic material, away from the canopy drip line of trees and shrubs. DO NOT PILE SOIL OR DEBRIS AGAINST TREE TRUNKS OR DEPOSIT NOXIOUS BUILDING SUPPLIES OR CHEMICALS WITHIN THE DRIP LINE.



PLAN VIEW



ROOT BARRIER INSTALLATION DETAIL



PLANTING & BRACING DETAIL UNDER 3 1/2" CALIPER

N.T.S.

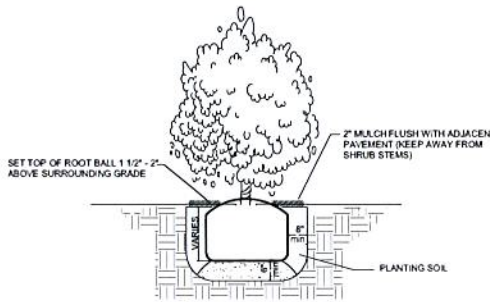
TREE LEGEND

SYMBOL USED ON PLAN			PLANT NAME		NATIVE SPECIES		HEIGHT		CANOPY DIAMETER	QUANTITY (as trees)
Symbol	New	Existing	Scientific	Common	Yes	No	Installed	Estimated at maturity	Estimated at maturity	
COER	16		Conocarpus erectus	Green Buttonwood	X		16'	30'	20'	18
LUJA	11		Ullistonia japonica	Japanese Privet		X	12'	14'	14'	11
Street Trees(TBD)	7		To Be Determined by City		X		16'	30'	26'	7
PHDA	10		Phoenix dactylifera	Date Palm		X	26'	50'	16'	3
PHRE	3		Phoenix reclinata	Senegal Date Palm		X	16'	30'	20'	1
PHRO	13		Phoenix roebellini	Pygmy Date Palm		X	8'	14'	8'	4
RAMA	4		Ravanelia madagascariensis	Traveler's Palm		X	14'	30'	10'	1
TOTAL										43
Required Tree Sizes for 54' Story Building										
Required							Provided			
50% Trees @ 16-18' x 7' or Palms @ 22-28'							33			
25% Trees @ 18-20' x 7' or Palms @ 22-28'							10			
25% Trees @ 12 x 5 (min req) or Palms @ 14-18'							51			

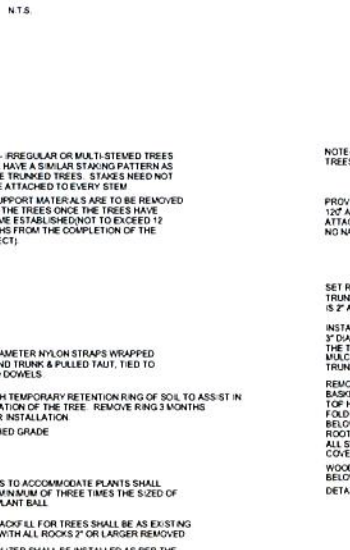
LANDSCAPE LEGEND (this information to be permanently affixed to the plan.)

Zoning District: RM-1 Net Lot Area: 1.02 (acres) 45,001 (square feet)

OPEN SPACE REQUIREMENTS		REQUIRED	PROVIDED
A. Square feet of open space required by Chapter 33, as indicated on site plan: Net Lot area = 45,001 square feet x 20 % = 9,000 square feet		9,000	11,806
B. Square feet of parking lot open space required by Chapter 16A, as indicated on site plan: The number of parking spaces = 0 x 10 square feet per parking space =		-	-
C. Total square feet of landscaped open space required by Chapter 33 = A+B =		9,000	11,806
LAWN AREA CALCULATION		REQUIRED	PROVIDED
A. Total square feet of landscaped open space required by Chapter 33 =		9,000	
B. Maximum lawn area (St. Augustine sod) permitted = 20 % = 1,800 square feet		2,360	2,360
TREES		REQUIRED	PROVIDED
A. The number of trees required per net lot acre = 28 trees x net lot acreage =		28	34
TOTAL SITE TREES REQUIRED (minus) less the existing number of trees that meet the minimum requirements (minus)		-	-
TOTAL NEW SITE TREES REQUIRED		28	34
B. Street trees (max. average spacing of 35' o.c.): 230 linear feet along street / 35' = 7 trees Palms as street trees (max. average spacing of 25' o.c.): 0 linear feet along street / 25' = 0 trees Street trees located directly beneath power lines (Max. average spacing 25' o.c.): 0 linear feet along street / 25' = 0 trees		7	10
TOTAL STREET TREES REQUIRED		7	0
GRAND TOTAL TREES REQUIRED		36	43
GRAND TOTAL NEW TREES REQUIRED		36	43
C. 25% palm species allowed (three palms = one tree). Palms provided =		21	40
D. Percentage of native trees required = number of trees provided x 50% =		18	23
E. Percentage of drought tolerant trees required = number of trees provided x 50% =		18	23
SHRUBS		REQUIRED	PROVIDED
A. The total number of trees required x 10 = the number of shrubs required		360	1801
B. The total number of trees required x 30% = the number of native shrubs required		108	508
IRRIGATION: Required by Chapter 33. Auto Irrigation X or hose bib provided			



SHRUB INSTALLATION DETAIL



SHRUB SPACING DIAGRAM



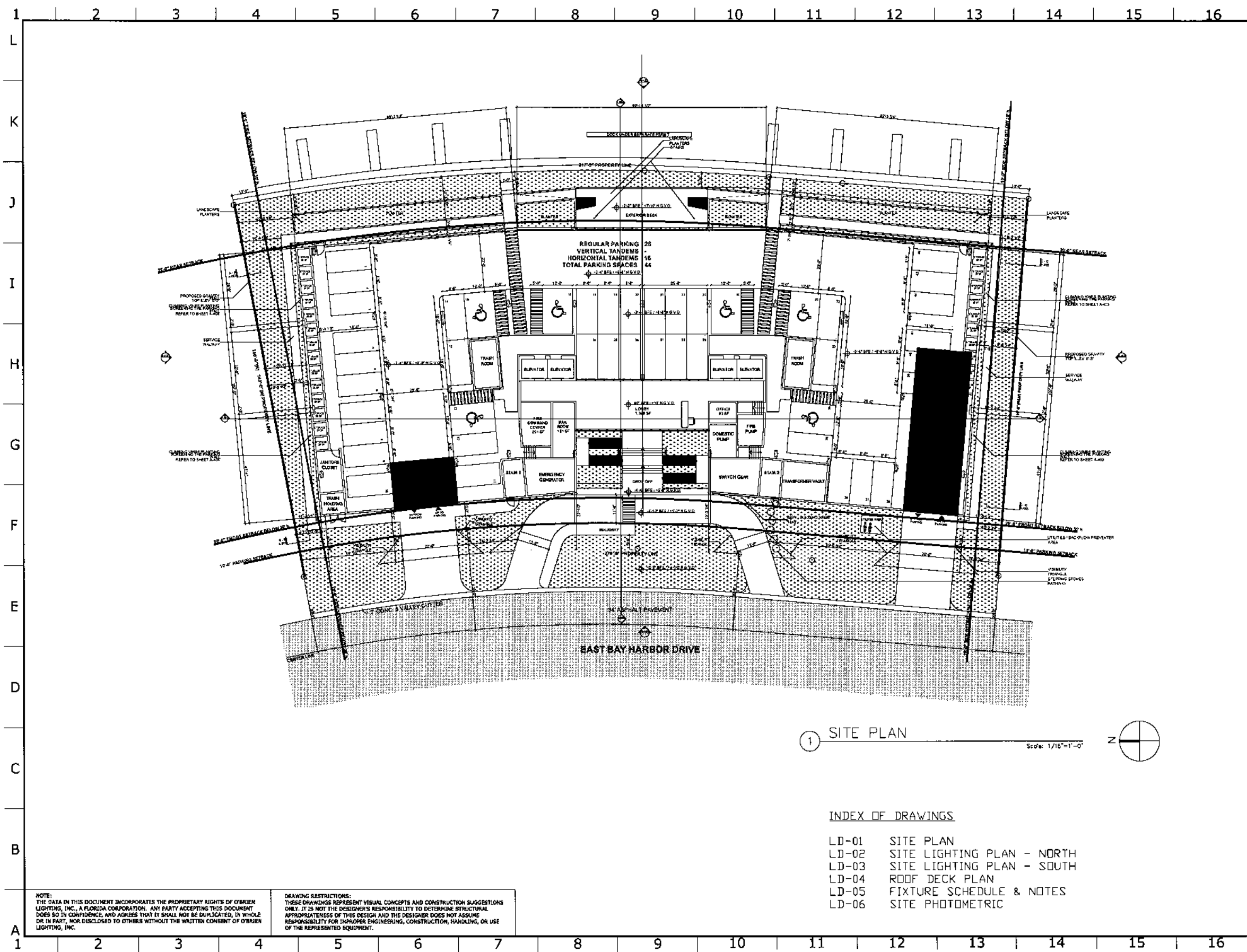
DETAIL A



BATTEN DETAIL B

N.T.S.

PLANT LIST - GROUND FLOOR				
KEY	PLANT NAME	QTY.	UT.	SIZE
Annuals	Annuals	as req	ea.	to be approved by landscape architect
ACWI	Acalypha wilkesiana ...Copperleaf	152	ea.	3 gallon cans, 24" x 18", 24" o.c.
ALZV	Alpinia zerumbet 'Variegata' ...Variegated Ginger	22	ea.	36" x 36", 36" o.c.
ANPA	Andropogon 'Paradise' ...Bromeliad	16	ea.	3 gallon cans
CHIC	Chrysobalanus icaco Red Tip ...Cocoplum	120	ea.	3 gallon cans, 24" x 18", 24" o.c.
CLGU	Clusia guttifera ...Small Leaf Clusia	112	ea.	30"x30", 36" o.c.
COER	Conocarpus erectus ...Green Buttonwood	16	ea.	16-18" tall x 7' spread, 6' CT, 4' cal
CRCE	Citrus asiaticum 'Queen Emma' ...Queen Emma Citrus	8	ea.	36" x 36"
DISP	Dioon spinulosum ...Giant Dion	2	ea.	36" x 36"
FIGI	Ficus microcarpa 'Green Island' ...Ficus Green Island	171	ea.	3 gallon cans, 18" x 18", 24" o.c.
HANO	Hamelia nodosa ...Dwarf Firebush	116	ea.	3 gallon cans, 24" o.c.
JAVO	Jasminum volubile ...Wax Jasmine	279	ea.	3 gallon cans, 24" o.c.
LUJA	Ligustrum japonicum ...Wax Leaf Privet	11	ea.	12" tall x 10" spread, tree form, specimen
MISC	Microsorium scolopendria ...Wart Fern	92	ea.	1 gallon cans, 18" o.c.
MUCA	Muhlenbergia capillaris ...Muhly Grass	104	ea.	3 gallon cans, 30" o.c.
NEPA	Neoregalia 'Patricia' ...Bromeliad	11	ea.	3 gallon cans
PHDA	Phoenix dactylifera 'Medool' ...Medool Date Palm	10	ea.	26" tall overall, 15" gray wood, classic cut, from Groundworks
PHRE	Phoenix reclinata ...Senegal Date Palm	3	ea.	16-18" tall OA, 4-5 trunks, all heads same height
PHRO1	Phoenix roebellii ...Pygmy Date Palm	13	ea.	8" tall, 3 trunks, all heads same height
PHXA	Philodendron 'Xanadu' ...Xanadu Philodendron	234	ea.	3 gallon cans, 24" o.c.
POMA	Podocarpus macrophylla ...Podocarpus	90	ea.	3 gallon cans, 24" o.c.
PSNE	Psychotria nervosa ...Wild Coffee	160	ea.	3 gallon cans, 24" o.c.
RAMA	Ravanelia madagascariensis ...Traveler's Palm	4	ea.	14" tall OA, double trunk
RHEX	Rhipsalis exelsa ...Lady Palm	14	ea.	36" x 30", 36" o.c.
SATM	Sansevieria trifasciata 'Moonglow' ...Moonglow Snakeplant	150	ea.	1 gallon cans, 12" o.c.
SATR	Sansevieria trifasciata ...Snakeplant	52	ea.	1 gallon cans, 12" o.c.
THRA	Thrinax radiata ...Green Thatch Palm	10	ea.	4-5' tall overall
TRFL	Tripsicum dindianum ...Dwarf Fakahatchee Grass	110	ea.	3 gallon cans, 30" o.c.
STREET TREES (Species to be selected by the Village)		7	ea.	16-18" tall x 7' spread, 6' CT, 4' cal
sod	St. Augustine 'Palmetto'	4750	s.f.	sold sod
	Planting Soil	as req	c.y.	
	70% Silica Sand			
	30% Everglades Muck			
	Shredded Melaleuca Mulch	as req	c.y.	



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

INDEX OF DRAWINGS	
LD-01	SITE PLAN
LD-02	SITE LIGHTING PLAN - NORTH
LD-03	SITE LIGHTING PLAN - SOUTH
LD-04	ROOF DECK PLAN
LD-05	FIXTURE SCHEDULE & NOTES
LD-06	SITE PHOTOMETRIC

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REVISIONS	
1	MEP EGRESS LTG.
2	COORDINATION UPDATE
3	COORDINATION UPDATE
4	DESIGN REVISION

O'BRIEN LIGHTING INC.
2601 SOUTH BAYSHORE DRIVE, SUITE 245
MIAMI, FLORIDA 33133
305.774.0416 | INFO@OBIENLIGHTING.COM

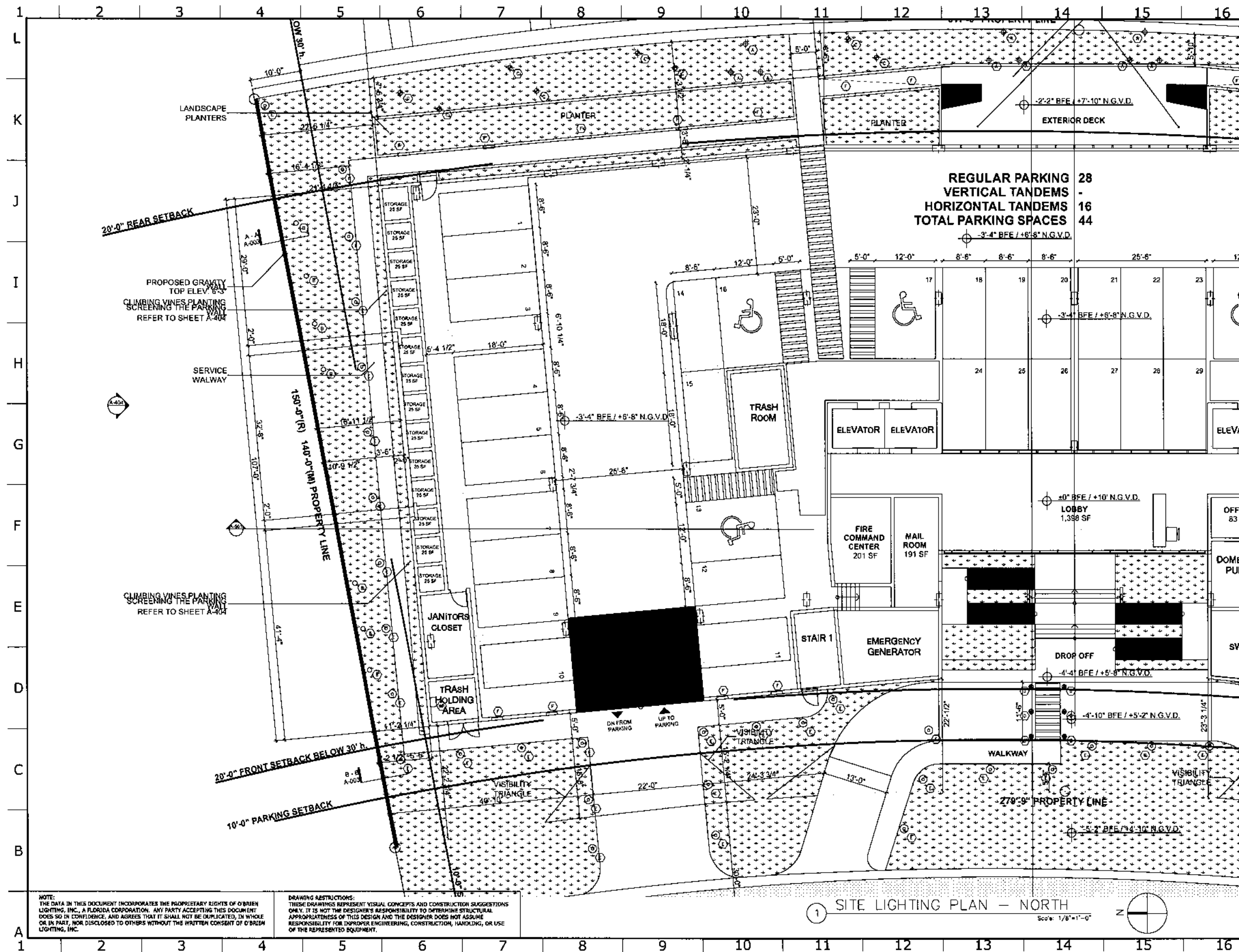
1.E 9 N.A. 2002

ISLAND HOUSE
9201 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL
SITE PLAN

DATE: 05-09-2013	PROJECT: 2012-103
SCALE: AS NOTED	ISSUED: 00-00-00
DRAWN: M.O.B.	DWG. L.D.

DRAWING NUMBER:
LD-01
1 of 6

LIGHTING
DESIGN DRAWING



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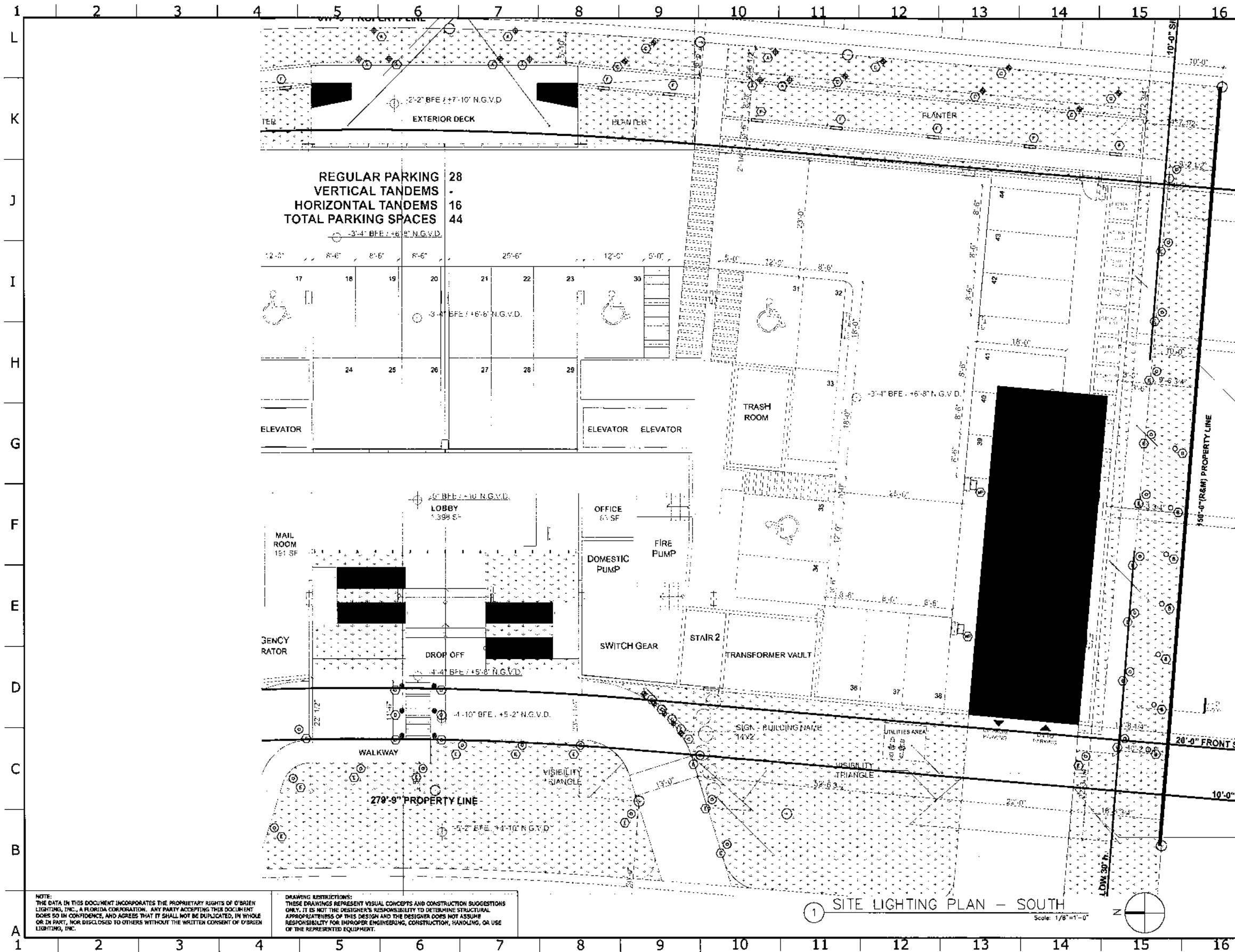
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2601 SOUTH BAYSHORE DRIVE, SUITE 245
MIAMI, FLORIDA 33133
305.774.0416 | INFO@OBRIENLIGHTING.COM

ISLAND HOUSE
9201 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL
SITE LIGHTING PLAN

DATE: 05-09-2013
SCALE: AS NOTED
DRAWN: M.O.B.

PROJECT: 2012-103
ISSUED: 00-00-00
DWG. NO.: LD-02
2 of 6

LIGHTING
DESIGN DRAWING



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2	COORDINATION UPDATE
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4	DESIGN REVISION

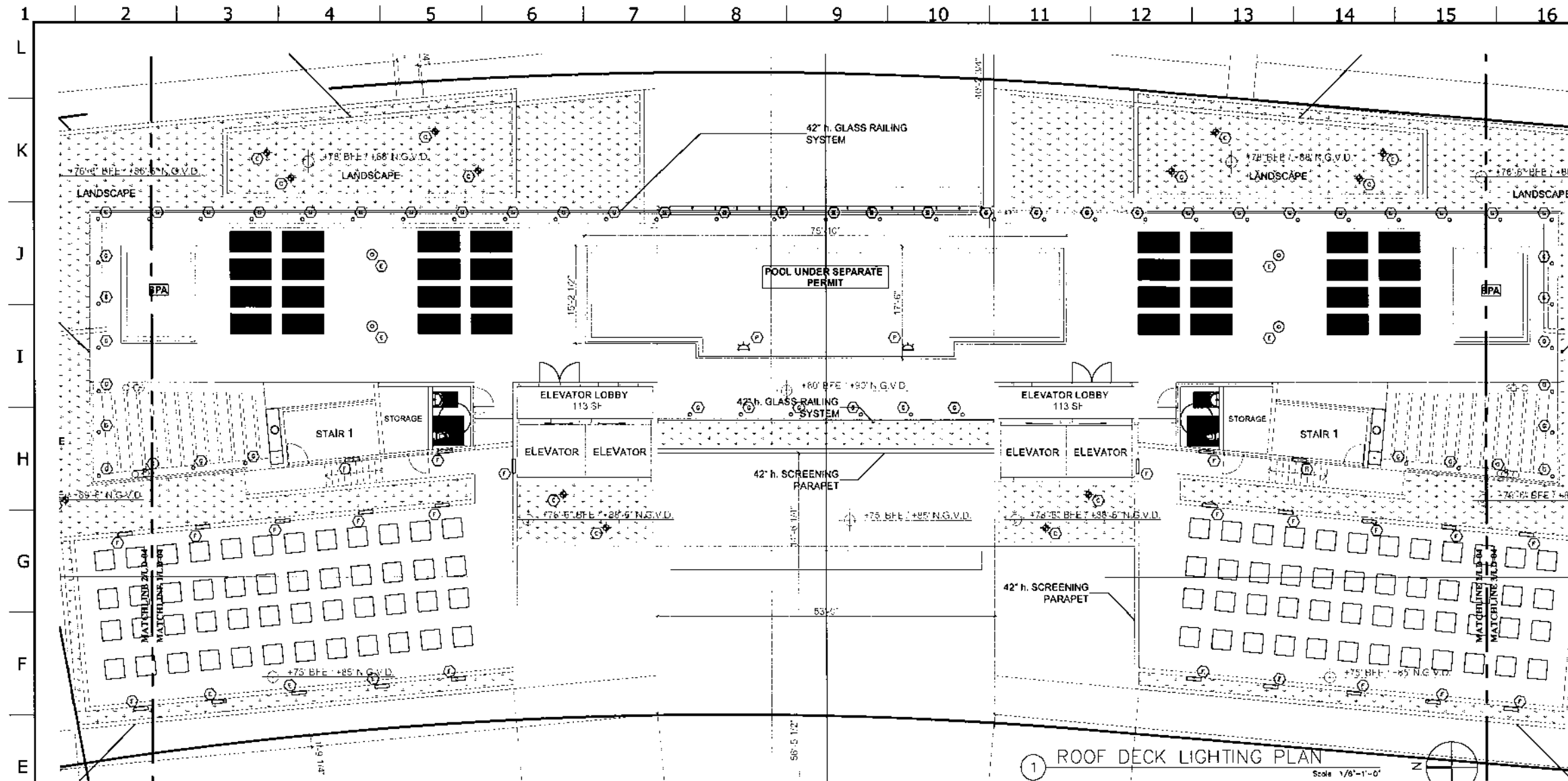
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I.E.S. N.A. 2002

ISLAND HOUSE
9201 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL
SITE LIGHTING PLAN

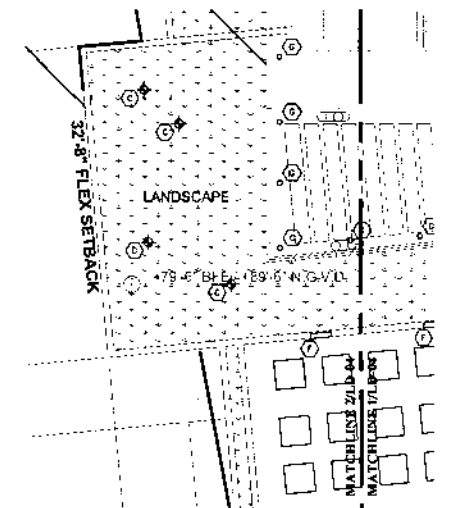
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SCALE: AS NOTED	REVISION: 00-00-00
DRAWN: M.O.B.	DATE: 05-09-2013

DRAWING NUMBER:
LD-03
3 of 6

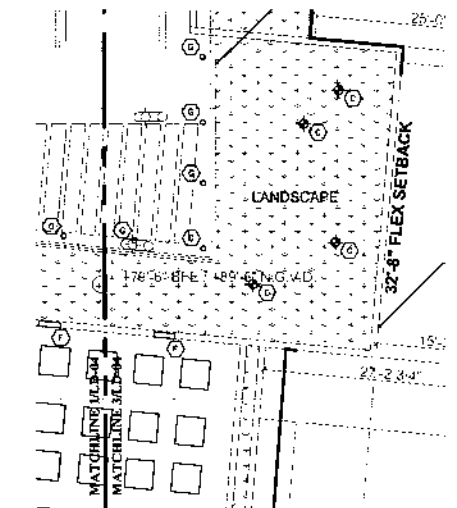
LIGHTING
DESIGN DRAWING



① ROOF DECK LIGHTING PLAN
Scale: 1/8"=1'-0"



② ROOF DECK LIGHTING - NORTH
Scale: 1/8"=1'-0"



③ ROOF DECK LIGHTING - SOUTH
Scale: 1/8"=1'-0"

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REVISIONS ▲ MEP EGRESS LTG. ▲ COORDINATION UPDATE ▲ COORDINATION UPDATE ▲ DESIGN REVISION	
O'BRIEN LIGHTING INC. 2601 SOUTH BAYSHORE DRIVE, SUITE 245 MIAMI, FLORIDA 33133 305.774.0416 INFO@OBRIENLIGHTING.COM 1.6.9 N.A. 2002	
ISLAND HOUSE 9201 EAST BAY HARBOR DRIVE BAY HARBOR ISLANDS, FL ROOF DECK PLAN	
DATE: 05-09-2013 SCALE: AS NOTED DRAWN: M.O.B.	PROJECT: 2012-103 ISSUED: 00-00-00 DWG. L.D.
DRAWING NUMBER: LD-04 4 of 6	
LIGHTING DESIGN DRAWING	

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K																	K
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B																	B
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GENERAL NOTES

- THE LIGHTING DESIGNS HAVE BEEN PREPARED IN ACCORDANCE WITH INDUSTRY STANDARDS AND IN SUFFICIENT DETAIL FOR LIGHTING DESIGN DOCUMENTS TO ALLOW A QUALIFIED LICENSED ELECTRICAL ENGINEER TO CREATE AN ELECTRICAL ENGINEERING DOCUMENT. THE LIGHTING PLANS AND ELECTRICAL ENGINEERING DRAWINGS MAY BE USED TO FORM A CONSTRUCTIBLE SET OF DOCUMENTS TO HAVE A QUALIFIED LICENSED CONTRACTOR TO PROPERLY INSTALL AND IMPLEMENT THE LIGHTING AT THE OWNER'S PROPERTY AS CONTAINED AND IN ACCORDANCE WITH THE LIGHTING DESIGNS. ANY DESIGN ISSUES OR ERRORS NOTED BY O'BRIEN LIGHTING IN THE LIGHTING DESIGN SHALL BE REPORTED PROMPTLY TO THE CLIENT AND ITS ARCHITECT AND/OR ENGINEER. O'BRIEN LIGHTING SHALL USE ITS BEST EFFORTS TO ENSURE THE LIGHTING DESIGN COMPLETES WITH APPLICABLE BUILDING CODES AND TO COORDINATE ITS WORK WITH THE ENGINEER. HOWEVER, O'BRIEN LIGHTING'S REVIEW IS MADE IN ITS CAPACITY AS A SPECIALTY CONTRACTOR AND NOT A LICENSED DESIGN PROFESSIONAL. O'BRIEN LIGHTING IS NOT RESPONSIBLE FOR ASCERTAINING WHETHER THE CONTRACT DOCUMENTS ARE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND BUILDING CODES EXCEPT TO THE EXTENT REQUIRED BY A SPECIALTY CONTRACTOR PERFORMING LIKE OR SIMILAR SERVICES IN WASHINGTON COUNTY, FLORIDA.
- O'BRIEN LIGHTING WARRANTS AND REPRESENTS THAT ALL LIGHTING MATERIALS WHICH ARE TO BE INCORPORATED INTO THE LIGHTING DESIGN SHALL BE APPROPRIATE MATERIAL TO BE USED ON THE CLIENT'S PROPERTY, AND SHALL BE FIT FOR THE INTENDED USE.
- THE DRAWINGS, DESIGN AND OTHER WORK PRODUCTS FURNISHED BY O'BRIEN LIGHTING PURSUANT TO THIS AGREEMENT REPRESENT VISUAL CONCEPTS AND CONSTRUCTION SUGGESTIONS ONLY. O'BRIEN LIGHTING IS NOT RESPONSIBLE FOR DETERMINING STRUCTURAL ADEQUACY OF THE DESIGN, AND O'BRIEN LIGHTING DOES NOT ASSUME RESPONSIBILITY FOR IMPROPER ENGINEERING. ALL DRAWINGS, DESIGN CONCEPTS, AND MATERIALS FURNISHED PURSUANT TO THIS AGREEMENT REMAIN THE PROPERTY OF O'BRIEN LIGHTING UPON PAYMENT OF THE RETAINER. O'BRIEN LIGHTING GRANTS THE OWNER A NON-EXCLUSIVE LICENSE TO UTILIZE THE DRAWINGS, DESIGN CONCEPTS, AND MATERIALS FURNISHED PURSUANT TO THE LIGHTING DESIGN SERVICES AGREEMENT. SOLELY FOR PURPOSES OF CONSTRUCTION, USING AND MAINTAINING THE PROJECT.
- IT IS NOT THE INTENT OF THE LIGHTING DESIGN DRAWINGS TO SHOW EVERY DETAIL REQUIRED FOR CONSTRUCTION AND THEREFORE MUST BE USED IN CONJUNCTION WITH THE CONSTRUCTION DOCUMENTS TO FORM A COMPLETE PICTURE OF THE SCOPE REQUIRED FOR IMPLEMENTATION. THESE PLANS ARE TO BE USED TOGETHER WITH THE LIGHTING SPECIFICATION DATA SHEET, DETAIL SKETCHES, EXPLANATION NOTES AND OTHER SIMILAR MATERIALS. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL REVIEWING THESE PLANS TO FAMILIARIZE THEMSELVES WITH THIS SUPPORT MATERIAL.
- NO ALTERATIONS SHALL BE ACCEPTED AND IT IS THE OBLIGATION OF THOSE ACCEPTING THESE PLANS TO CARRY THEM OUT IN FULL AS SPECIFIED. ANY CHANGES TO THE PLANS FOR REQUIRED CODE COMPLIANCE OR OTHER SIMILAR REQUIREMENT SHALL BE MADE BY O'BRIEN LIGHTING, INC.
- SUBMITTALS SHALL BE PRESENTED TO O'BRIEN LIGHTING AT LEAST 30 DAYS IN ADVANCE OF REQUIRED MATERIAL RELEASE DATE. SUBMITTALS SHALL INCLUDE A FUTURE SCHEDULE, COMPLETE SPECIFICATION DATA SHEETS ORGANIZED AND Labeled BY FUTURE TYPE, SHOWING ALL SPECIFIED OPTIONS AND BOUND IN A PLAN LAYING FORMAT.
- IT IS THE SOLE RESPONSIBILITY OF THE ELECTRICAL ENGINEER TO VERIFY THE ELECTRICAL INTEGRITY OF THESE PLANS, THEIR CONFORMANCE TO ALL CODES HAVING JURISDICTION AND DESIGN AN ELECTRICAL INFRASTRUCTURE TO SUPPORT THE DESIGN INTENT REPRESENTED HEREIN.

INSTALLATION NOTES

- THE WORK REPRESENTED IN THE PLANS MUST BE CARRIED OUT BY A CERTIFIED ELECTRICAL CONTRACTOR IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND STRICTEST LOCAL, MUNICIPAL, STATE AND FEDERAL LAWS, CODES, ORDINANCES AND CIRCUMSTANCES.
- THE CONTRACTOR IS RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH THESE PLANS, ASSOCIATED SPECIFICATIONS, DATA SHEETS AND OTHER MATERIALS COMPRISING THE LIGHTING DESIGN PACKAGE.
- REQUESTS SHALL BE SUBMITTED TO O'BRIEN LIGHTING IN WRITTEN FORM WITH A UNIQUE REFERENCE NUMBER FROM WHICH THE REQUEST WAS ISSUED, DATE OF REQUEST, WHO REQUESTS A RESPONSE, DATE OF REQUESTED RESPONSE, THE IMPACT OR APPLICATIONS ON CONSTRUCTION AND INCLUDING ANY ACCOMPANYING SKETCHES, DATA SHEETS, OR OTHER SIMILAR ITEMS TO CLARIFY AND FULLY DESCRIBE THE CONDITION. ALL REQUESTS SHALL BE SUBMITTED NO LATER THAN 7 DAYS BEFORE A RESPONSE IS REQUIRED. IF MORE TIME IS REQUIRED FOR O'BRIEN TO RESPOND THAN IS INDICATED ON THE REQUEST, THE CLIENT SHALL BE NOTIFIED AND PROVIDED AN EXPECTED RESPONSE DATE.
- CONTRACTOR MUST REFER TO THE CONTRACT DOCUMENTS FOR IMPORTANT INFORMATION REGARDING INSTALLATION OF THE LIGHTING DESIGN REPRESENTED BY THESE PLANS.
- ALL FIXTURES DELIVERED TO THE JOBSITE SHALL BE STORED ACCORDING TO THE MANUFACTURER'S SUGGESTED CRITERIA IN A SECURED AREA WHERE POTENTIAL FOR INCIDENT DAMAGE TO MATERIALS PRIOR TO INSTALLATION IS MINIMIZED.
- ALL LIGHTING FIXTURE HOUSINGS, ELECTRICAL ELEMENTS, TRIMS AND ACCESSORIES SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S PROVIDED INSTRUCTION SHEETS (ACCOMPANYING EACH FIXTURE) AND ACCORDING TO ALL GOVERNING CODES (SEE 1 ABOVE). FIXTURES SHALL BE FREE OF DUST, DEBRIS OR OTHER ACCUMULATIONS CAUSED BY CONSTRUCTION. ALL REFLECTORS SHALL BE CORRECTLY INSTALLED AND WIPED FREE OF ANY FINGERPRINTS WITH A SCRATCH-FREE CLOTH AFTER COMPLETION OF ALL CONSTRUCTION.
- CONTRACTOR TO PROVIDE A CREW, LADDERS, LIFTS AND ANY OTHER MATERIAL REASONABLY REQUIRED TO COMPLETE A FINAL AND ADJUST TO BE ORCHESTRATED AT THE SOLE DISCRETION OF THE LIGHTING DESIGNER UPON COMPLETION OF ALL ELEMENTS OF INSTALLATION, PRESENTATION OF A FULLY OPERATIVE SYSTEM, COMPLETION OF ALL OTHER CONSTRUCTION AND PRIOR TO OPENING OF THE FACILITY. THE CREW SHALL CONSIST OF AT LEAST ONE FLUENT ENGLISH SPEAKING MEMBER WHO IS CAPABLE OF TRANSLATING FLUENTLY TO OTHER CREW MEMBERS IF NECESSARY. FINAL ADJUST SHALL OCCUR AT NIGHT OR IN DARKENED CONDITIONS AND ON CONSECUTIVE DAYS FOR AS MANY DAYS AS REASONABLY REQUIRED AND SHALL BE SCHEDULED WITH SUFFICIENT ADVANCE NOTICE.
- LIGHTING DESIGNER SHALL BE CONSULTED PRIOR TO ANY CHANGES BEING MADE TO THE LOCATION, SPACING OR POSITIONING OF FIXTURES FROM THOSE REPRESENTED ON PLAN. CONFLICTS SHALL BE RESOLVED VIA THE RFI PROCESS (SEE 3 ABOVE) AND RESOLUTIONS SHALL BE APPROVED BY THE LIGHTING DESIGNER PRIOR TO ANY WORK BEING PERFORMED.
- NO SUBSTITUTIONS OF MATERIALS OR CONSTRUCTION SHALL BE ACCEPTED AND ANY WORK FOUND TO DEVIATE FROM THE SPECIFICATIONS SHALL BE RE-DONE AT THE SOLE AND EXCLUSIVE EXPENSE OF THE CONTRACTOR.
- CONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH LOW VOLTAGE LOADS REQUIRING TRANSFORMERS. CONTRACTOR SHALL LOCATE AND INSTALL TRANSFORMERS.
- PERMANENTLY MOUNTED FIXTURES ARE TO BE MOUNTED SO THAT THE POWER PORT REMAINS UN-OUT OR MODIFIED IN ANY WAY AND THAT NO MORE THAN 4" OF POST IS EXPOSED ABOVE PLANTING SOIL AND NO MORE THAN 2" OF EXPOSED POST ABOVE MULCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MOUNTING SCREWS AND TORSIONAL ADJUSTMENT SCREWS OR BOLTS ARE PRESENT UPON COMPLETION OF INSTALLATION.

LIGHTING FIXTURE SCHEDULE

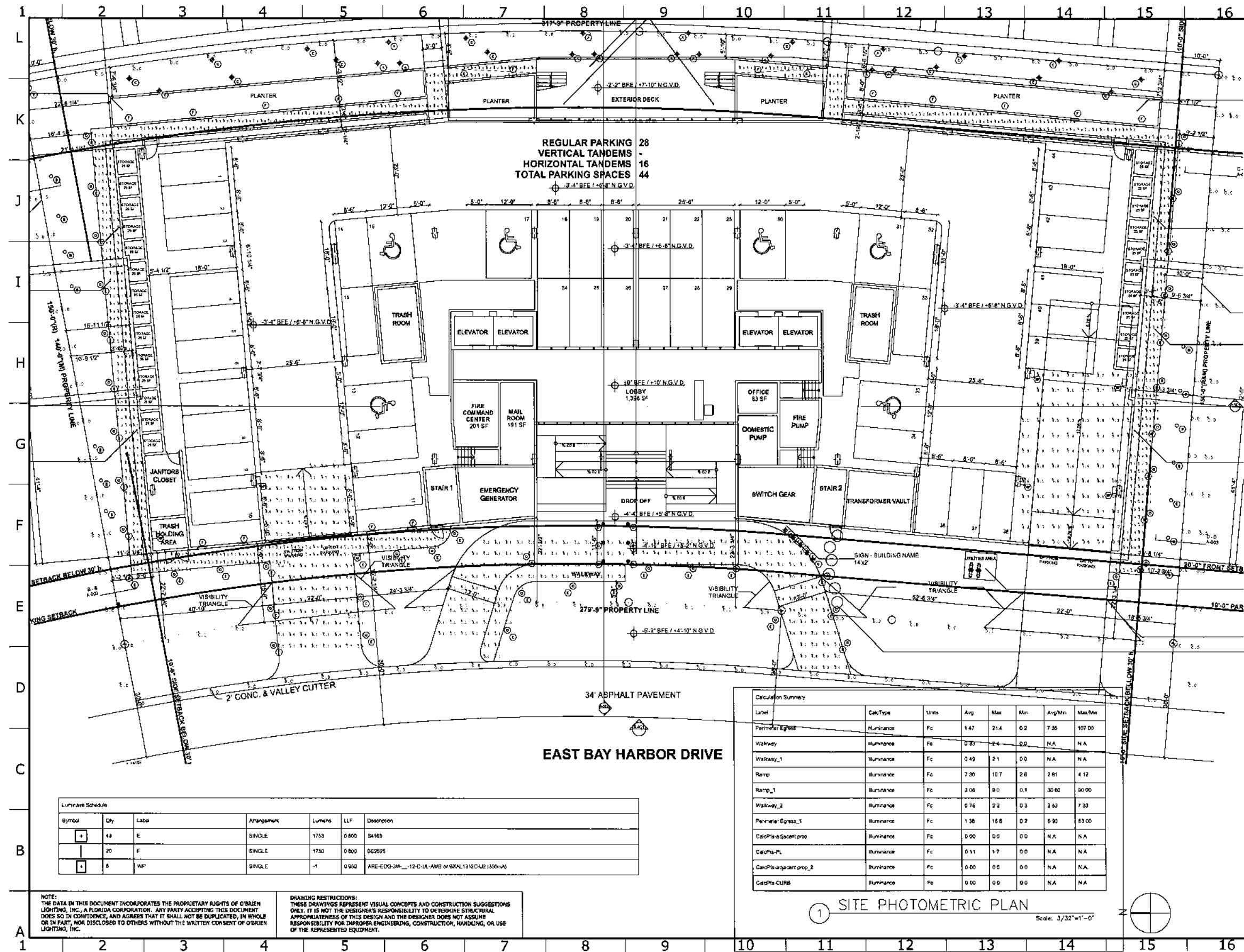
SYMBOL	FIXTURE	QTY	LUMENS		WATTAGE		VOLTAGE	REMARKS
			NO.	TYPE	TYPE	WATTAGE		
⊕	OUTDOOR LARGE SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	PAR 36 LED	12	ELECTRONIC	120	SURFACE	-
⊙	OUTDOOR SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	PAR 36 LED	9	ELECTRONIC	120	SURFACE	-
⊕	OUTDOOR SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	LED	25	ELECTRONIC	120	SURFACE	-
⊙	OUTDOOR SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	LED	35	ELECTRONIC	120	SURFACE	-
⊕	OUTDOOR SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	CFR	18	ELECTRONIC	120	SURFACE	-
⊙	OUTDOOR SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	TR	24	ELECTRONIC	120	NECESSARY	-
⊕	OUTDOOR SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	LED	1	ELECTRONIC	120	SURFACE	-
⊙	OUTDOOR SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	LED	1/2	ELECTRONIC	120	SURFACE	-
⊕	OUTDOOR SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	LED	60	ELECTRONIC	120	NECESSARY	-
⊙	OUTDOOR SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	MR-8	75	ELECTRONIC	12	SURFACE	-
⊕	OUTDOOR SPOTLIGHT (SPOTLIGHT, BRASS FINISH, LED LAMP) SPEC: 8-1/2" LIGHTING, 100W, 120V	1	LED	80	ELECTRONIC	120	NECESSARY	-

NOTE: VERIFY CEILING TYPES PRIOR TO ORDERING FIXTURES.

FIXTURE SCHEDULE NOTES:

- 1 - INTEGRAL TRANSFORMER/PARALLEL - FEED LAMP DIRECTLY TO FIXTURE HOUSING
- 2 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 3 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 4 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 5 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 6 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 7 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 8 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 9 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 10 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 11 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 12 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER
- 13 - 4-1/2" 100W PAR POTTED TRANSFORMER (PAR 114) PROVIDE 4-1/2" FOR TRANSFORMER

Diagram showing a switch labeled "BUTTER" connected to a light fixture labeled "LED". The fixture is connected to a "200V" source. The fixture is also connected to a "120V" source. The fixture is connected to a "120V" source



Luminaire Schedule					
Symbol	Qty	Label	Arrangement	Lumens	LLF
[Symbol]	43	E	SINGLE	1733	0.800
[Symbol]	20	F	SINGLE	1730	0.800
[Symbol]	6	WP	SINGLE	-1	0.950

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Perimeter Egress	Illuminance	Fc	1.47	21.4	0.2	7.35	107.00
Walkway	Illuminance	Fc	0.35	2.4	0.0	N.A.	N.A.
Walkway_1	Illuminance	Fc	0.49	2.1	0.0	N.A.	N.A.
Ramp	Illuminance	Fc	7.30	10.7	2.8	2.81	4.12
Ramp_1	Illuminance	Fc	3.06	9.0	0.1	30.60	90.00
Walkway_2	Illuminance	Fc	0.76	2.2	0.3	3.63	7.33
Perimeter Egress_1	Illuminance	Fc	1.38	16.8	0.2	6.90	83.00
CalcPt-adjacent-pro	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
CalcPt-PL	Illuminance	Fc	0.11	1.7	0.0	N.A.	N.A.
CalcPt-adjacent-pro_2	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
CalcPt-CURB	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.

1 SITE PHOTOMETRIC PLAN
Scale: 3/32"=1'-0"

REVISIONS	
1	MEP EGRESS LTG.
2	COORDINATION UPDATE
3	COORDINATION UPDATE
4	DESIGN REVISION

O'BRIEN LIGHTING INC.
2601 SOUTH BAYSHORE DRIVE, SUITE 245
MIAMI, FLORIDA 33133
305.774.0416 | INFO@OBIENLIGHTING.COM

ISLAND HOUSE
9201 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL
SITE PHOTOMETRIC PLAN

DATE: 05-09-2013
SCALE: AS NOTED
DRAWN: M.O.B.

PROJECT: 2012-103
SHEET: 00-00-00
DRAWING NUMBER:
LD-06
6 of 6

LIGHTING
DESIGN DRAWING

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 21.

ITEM:

Approval of Agreement with the City of Miami Beach to provide sewage conveyance for disposal services. The objective of the new agreement is to formalize the existing month to month arrangement

DESCRIPTION:

The City of Miami Beach (the City) has requested that the Town of Bay Harbor Islands enter into an Agreement with them to provide sewage conveyance for disposal services. The City has always provided disposal services and in 1971 the Town entered into an agreement with them for sewage disposal. This agreement was terminated in 1979 as a result of the connection to the Virginia Key Facility. The memorandum from the City that terminated that agreement is attached. There is currently no agreement in place and sewage disposal is managed on a month to month basis.

The objective of the new agreement is to formalize the existing month to month arrangement. The draft of the agreement has been reviewed by the Town Attorneys and is attached.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer
Randy Daniel, Town Engineer

ATTACHMENTS

1.	Agreement for Sewage Disposal	Bay Harbor Island Sewage Collection for Disposal Services Agreement.docx
2.	Memorandum CMB	Document CMB.pdf

**AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND THE TOWN
OF SURFSIDE BAY HARBOR ISLANDS, FLORIDA, TO PROVIDE SEWAGE
CONVEYANCE FOR DISPOSAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2014 (Effective Date), by and between the **City of Miami Beach, Florida** ("City"), and the **Town of Surfside Bay Harbor Islands** ("Surfside Bay Harbor Islands").

WHEREAS, the City operates a sewage conveyance and disposal system (the City System) for the use and benefits of its inhabitants, and has also historically provided sewage conveyance for disposal services to the neighboring Town of Surfside Bay Harbor Islands; most recently, pursuant to an agreement entered into between the City and Surfside Bay Harbor Islands, dated August 2, 1972, and approved by the City pursuant to Resolution No. 13690 (the "1972 Agreement"); and

WHEREAS, on December 5, 1979, pursuant to Resolution No. 79-16116 (and in anticipation of the connection of the City's sewage system to the Virginia Key Treatment facility), the City exercised its right to terminate the 1972 Agreement; notwithstanding such termination, however, the City and Surfside Bay Harbor Islands's intent was not to discontinue the City's provision of the services to Surfside Bay Harbor Islands, but rather to continue to provide them on a month to month basis until new terms including, without limitation, new rates under an appropriate rate setting procedure (after the City's costs could be determined for operation under the new system) could be established; and

WHEREAS, the City and Surfside Bay Harbor Islands now wish to enter into a new agreement for sewage conveyance for disposal services (hereinafter, the Services); particularly insofar as memorializing the new rate of compensation to be paid by Surfside Bay Harbor Islands to the City is concerned.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the City and Surfside Bay Harbor Islands hereby agree as follows:

1. The City shall continue to provide the Services to Surfside Bay Harbor Islands, to the extent capacity is available, by means of an existing transmission main from Surfside Bay Harbor Islands to the City-owned meters located in on 74th Street in the City of Miami Beach. Surfside at **[INSERT LOCATION OF SURFSIDE METERS]**, where the quantity of sewage (i.e. the flow) handled by the City's System shall be measured by such meters, or any subsequent replacement meters installed by the City, in its sole and reasonable discretion (The existing City meters, and any replacement meters, shall hereinafter be referred to collectively as the Meters or, individually, as a Meter).

2. Notwithstanding the City's agreement to provide the Services, or any other term or condition of this Agreement, SurfsideBay Harbor Islands acknowledges that any obligation that the City has to render such Services to SurfsideBay Harbor Islands pursuant to this Agreement shall be limited to, subject and subordinate to, and conditioned upon any agreements, terms, covenants, conditions, and obligations between the City and Miami-Dade County, Florida (the County), whether existing as of the Effective Date or as may exist in the future, pertaining to the County's responsibility to provide sewage disposal service to the City's existing sewer service area (which service area includes and takes into account the flow from SurfsideBay Harbor Islands), by means of the existing transmission main from the City to the County's Central District Wastewater Treatment Plant located on Virginia Key (where the combined flow is metered). SurfsideBay Harbor Islands further recognizes and acknowledges that the City's standards for the Services provided to SurfsideBay Harbor Islands pursuant to this Agreement are also limited to, subject and subordinate to, and conditioned upon any modification(s) as a result of (i) changes to the City's agreement with the County to provide sewage disposal services to the City; and/or (ii) changes to existing – or future – federal, State, County, and local laws, rules, and regulations.
3. SurfsideBay Harbor Islands agrees, and hereby warrants to the City, that it will abide by and be bound by all present and future federal, State, County, and City laws, standards, rules, regulations, permit conditions and other requirements related to sewer service. SurfsideBay Harbor Islands acknowledges that the responsibility of the City to provide the Services under this Agreement shall be limited to the flow from SurfsideBay Harbor Islands's existing sewer service area(s) (i.e. the flow existing as of the Effective Date of this Agreement).
4. SurfsideBay Harbor Islands further agrees and hereby warrants to the City that it shall operate and maintain its sewage collection system (hereinafter referred to as the SurfsideBay Harbor Islands System, and which Ssystem includes, without limitation, any and all transmission pipe lines, main pipe lines, force mains pumps, pumping stations, meters, and any and all other facilities and equipment appurtenant thereto), and any Ssystem extensions thereof, in accordance with the requirements of all applicable federal, State, County, and City laws, rules, regulations, and permit conditions. The operation and maintenance of the SurfsideBay Harbor Islands System shall be the sole responsibility and cost of SurfsideBay Harbor Islands. The City reserves the right to inspect the SurfsideBay Harbor Islands System, as deemed necessary by the City, in its sole discretion and judgment, but at no cost to SurfsideBay Harbor Islands, to verify that suchthe Surfide System is being properly maintained and operated. Said inspections shall be made at reasonable times and upon reasonable notice, and in such manner so as to least disturb the Town of SurfsideBay Harbor Islands's normal operations.

5. SurfsideBay Harbor Islands shall not allow or permit construction or installation of any connections of stormwater mains which allow stormwater to enter SurfsideBay Harbor Islands's sanitary sSystem. Upon notice or discovery of such interconnections, SurfsideBay Harbor Islands shall, at its sole cost and expense, immediately effectuate the lawful disconnection of such interconnections to the City's satisfaction and, at a minimum, in accordance with local, State, and federal laws. SurfsideBay Harbor Islands hereby agrees to pursue and maintain best efforts, on a regular timely basis, to reduce infiltration and inflow to comply with all local, State, and/or federal ordinances, laws and regulations regarding infiltration and inflow connection or reduction as now in effect or as may be enacted in the future. SurfsideBay Harbor Islands agrees that in the event any undue infiltration develops in the SurfsideBay Harbor Islands System, it shall make such repairs as may be required by the City in order to remedy such condition.
6. The quantity (i.e. the flow) of sewage handled by the City System for SurfsideBay Harbor Islands hereunder shall be measured by the Meters prior to the entry point to the City System. by a City owned meter, or any subsequent replacement meter installed by the City, in its sole and reasonable discretion (hereinafter referred to collectively as the Meter). The Meter has been installed in a structure on 74th Street located within the City of Miami Beach. The City and SurfsideBay Harbor Islands shall have the right and opportunity to inspect the Meters; provided, however, that such inspections and any costs incurred therewith shall be the sole responsibility of Surfside, and that the inspections shall be carried out at reasonable times and upon reasonable notice, and in such manner so as to least disturb the normal operations of the City of Miami Beach.
7. The City shall own, operate and maintain the Meters, at its sole cost and expense. The City shall also, at its sole expense, testcheck the accuracy of theeach Meter once every sixthree (63) months, or at such other time intervals as it may deem appropriate, in its sole discretion. Such checkingtests shall be at a reasonable time and upon reasonable notice to SurfsideBay Harbor Islands. The City shall provide the results of the checkingtests to SurfsideBay Harbor Islands no later than thirty (30) days after each Mmeter is checktested.
8. The Meterinstallation shall indicate flow with an error not to exceed plus or minus fivetwo percent (52%) of full scale reading (true accuracy). If found to be in error – i.e. anything exceeding fivetwo percent (52%) of true accuracy - the Meter shall be re-calibrated by the City. If such error of more than twofive percent (52%) is discovered, bills for the three (3) periods following the prior Meter accuracy testcheck shall be adjusted to reflect the quantity of over-read or under-read flow.exceeding two percent (2%). In calculating such billing adjustment, it will be assumed by the parties that the Meter inaccuracy existed for the entire time interval between Meter accuracy tests. The billing adjustment(s) shall be made at the same rate in effect during the time intervalperiod of Meter inaccuracy.

9. SurfsideBay Harbor Islands may request, and the City agrees to perform, additional meter accuracy tests, upon reasonable notice to City and at a reasonable time acceptable to both parties. If the Meter(s) is (are) found to be in error exceeding fifty-two percent (52%) true accuracy, it shall be recalibrated by the City as described in the preceding Paragraph 8, and the entire cost for such testing and recalibration shall be paid for by the City. If the Meter is found performing within fifty-two percent (25%) true accuracy, the Meter accuracy test shall be paid by SurfsideBay Harbor Islands no later than thirty (30) days from receipt of an invoice from the City.
10. In the event of complete or partial failure of any Meter(s) to register, both parties shall mutually agree to establish consumption based on historic monthly average flows for the most recent wet or dry period as defined by the latest Miami-Dade County rate schedule in effect during the Term of this Agreement. The most recent actual readings for a period of three (3) consecutive months of a wet or dry period will be used to represent that corresponding period until the Meter(s) is (are) repaired. The City shall use reasonable commercial efforts to repair a failed Meter within sixty (60) days of a determination by the City that the Meter has completely or partially failed.
11. The City will be under no obligation at any time to perform any re-pumping of sewage delivered to the City System City's force main by SurfsideBay Harbor Islands.
12. SurfsideBay Harbor Islands agrees to pay to the City an amount, as determined by the City, to cover all costs associated with the sewage flow from the SurfsideBay Harbor Islands System, per 1,000 gallons of sewage passing through the City's System; which sum shall be payable monthly. The cost of service shall include direct costs of operation, maintenance, depreciation, and debt service, and a one and a half percent (1.5%) administrative fee. The actual amount shall be calculated, presented in a report to the City of Miami Beach Commission during its budget approval process, and approved by resolution.
[NOTE: YOU SAID YOU WANTED TO CLARIFY THIS PARAGRAPH FURTHER AND ADD WHAT AMOUNT BEING CHARGED IS, AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.] The adopted resolution shall be transmitted to Bay Harbor Islands as written notice of change of cost of service with an effective date.
13. Billing for services provided in accordance with this Agreement shall be rendered monthly. Invoices will be mailed by the tenth (10th) day of the month following the month for which service has been provided, based on Meter readings of the Meters taken by the City on or about the 28th day of each month. Amounts billed on such invoices are due when rendered. In the event SurfsideBay Harbor Islands disputes a bill, SurfsideBay Harbor Islands shall provide the City with

written notice of the reasons for non-payment within thirty (30) days of receipt of the bill, and shall escrow such portion of the bill that is disputed in an interest-bearing account. The parties shall promptly meet and use reasonable good faith efforts to resolve the dispute within forty-five (45) days of the City's receipt of SurfsideBay Harbor Islands's notice. Except for any portion of a bill disputed, payment not received by the City on or before twenty-five (25) days after the postmark date of the bill shall be considered past due. All past due invoices shall be subject to a late charge, as established by the City (such charge to reimburse the City for costs in processing and otherwise administering late payments). In addition, per annum interest shall accrue on the past due charges including the late charges at the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt by the City. For purposes of this paragraph, date of receipt shall be the date of actual receipt by the City if hand delivered or mailed, or date of transfer to the City's bank, if electronic funds transfer is used.

14. Neither party shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excused performance has (ia) promptly notified the other party of the occurrence and its estimated duration; (iib) promptly remedied or mitigated the effect of the occurrence to the extent possible; and (iiic) resumed performance as soon as possible.
15. To the extent provided by Florida law, both parties mutually agree to indemnify, defend, and hold harmless each other and their respective officers, agents, contractors, and employees, from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by such officers, agents, contractors, or employees during the performance of the Agreement, except that neither party, nor its respective officers, agents, contractors, or employees, will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the other party, or any of its respective officers, agents, contractors, or employees, during the performance of this Agreement.
16. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Any and all suits brought by either party shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade County, Florida. In all such suits, the prevailing party shall be entitled to receive reasonable costs and reasonable attorney's fees.

17. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. SurfsideBay Harbor Islands shall have a continuing obligation to notify the City of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

- If to the City:

Eric Carpenter, P.E., Director of Public Works
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139

- If to SurfsideBay Harbor Islands:

18. The term of this Agreement (Term) shall be for an initial term of one (1) year, commencing upon execution by the parties hereto, as referenced by the Effective Date on page 1 hereof. This Agreement shall be automatically renewed for subsequent, consecutive terms of one (1) year each, subject to termination by either party, upon ninety (90) days written notice to the other.

19. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURES
TO FOLLOW]

F:\ATTO\AGUR\AGREEMENT\Town of Surfside Sewage Collection and Disposal Services Agreement (Final 1-28-14).docx

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____
Date: _____

ATTEST:

TOWN OF SURSIDE

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____
Date: _____

F:\Operations\Satellite Cities\ATTO\AGUR\AGREEMENT\Town of Surfside\Bay Harbor Islands Sewage Collection and Disposal Services Agreement (Final 1-28-14).docx

DRAFT

City of Miami Beach

FLORIDA 33139



OFFICE OF THE CITY MANAGER
HAROLD T. TOAL
CITY MANAGER

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 673-7010

COMMISSION MEMORANDUM NO. 7896

DATE: December 5, 1979

TO: Mayor Murray Meyerson and
Members of the City Commission

FROM: Harold T. Toal *H. Toal*
City Manager

SUBJECT: TERMINATION OF SEWAGE COLLECTION AND DISPOSAL
CONTRACTS WITH SATELLITE CITIES

Attached are four separate resolutions which terminate existing contracts for sewage collection and disposal between the City of Miami Beach and the municipalities of North Bay Village, Bal Harbour Village, Surfside and Bay Harbor Islands.

Two of the contracts provide for collection and disposal at a rate of 25¢ per thousand gallons of sewage pumped. The others provide for a rate of 6¢ per thousand gallons.

The contracts are being terminated on 90 days notice due to the upcoming connection of the sewage system of the City of Miami Beach to the Virginia Key Treatment facility.

As the Commission is aware, the connection to the Virginia Key facility will make it impossible for us to continue to serve these cities at the current rates. The termination of the contracts does not mean that we will stop providing service to the cities. It simply means that service will continue on a month to month basis until new rates are established under the appropriate rate setting procedure and after our costs are known for operation under the new system.

Since we anticipate connection to the Virginia Key facility as early as March or April of 1980, it is important that the required 90 day notices be given at this time.

RECOMMENDATION

It is recommended that the attached resolutions terminating the contracts for sewage collection and disposal with the municipalities of North Bay Village, Surfside, Bal Harbour Village and Bay Harbor Islands be adopted.

HTT:lb

Attachment

AGENDA
ITEM

C-4-D

DATE

12-5-79

RESOLUTION NO. 79-16117

A RESOLUTION TERMINATING THE SEWAGE COLLECTION
AND DISPOSAL SYSTEM CONTRACT BETWEEN THE CITY
OF MIAMI BEACH AND THE TOWN OF BAY HARBOR
ISLANDS.

WHEREAS, the City of Miami Beach operates for the use and benefit of its inhabitants a sewage collection and disposal system which has sufficient capacity under suitable conditions to furnish sewage collection and disposal service to neighboring municipalities; and

WHEREAS, the City of Miami Beach did in 1971 enter into a contract with the Town of Bay Harbor Islands wherein the City of Miami Beach agreed to furnish sewage collection and disposal service to the Town of Bay Harbor Islands at a rate of six cents (\$.06) per 1000 gallons of sewerage pumped; and

WHEREAS, said contract contains a termination clause which provides for termination of contract upon 90 days written notice;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1: The City Commission of the City of Miami Beach, Florida, pursuant to the terms of the contract entered into between the parties on the 17th day of November, 1971, hereby gives 90 days written notice of intention to terminate said agreement.

SECTION 2: The City Commission of the City of Miami Beach, Florida, finds and determines that it is in the best interest of the City of Miami Beach, its taxpayers and citizens to terminate said contract.

SECTION 3: That the City Clerk be and she is hereby authorized and directed to cause a copy of this Resolution to be delivered to the Mayor and City Manager of the Town of Bay Harbor Islands.

PASSED and ADOPTED this 5th day of December, 1979.



Mayor

Attest:
(SEAL)



City Clerk

BMS/rr

AGENDA ITEM REPORT

August 11, 2014

ITEM NUMBER: 22.

ITEM: Approval of Construction Engineering Inspection Services for the Design Engineer, Calvin Giordano and Associates, to perform Construction Engineering Inspection Services during execution of the Contract to install new water mains on Kane Concourse. The amount of this request is \$19,470.00 and a copy of the proposal from CGA is attached.

DESCRIPTION:

In May 2014, Council approved a Contract in favor of Roadway Construction, LLC. to install new water mains on 96th Street between East Broadview Drive and West Broadview Drive. The value of that Contract was \$263,953.00. The agenda item seeks approval for the Design Engineer, Calvin Giordano and Associates, to perform Construction Engineering Inspection Services during execution of the Contract. The amount of this request is \$19,470.00 and a copy of the proposal from CGA is attached.

The budget amount for the entire project, including construction, was \$100,000.00 and therefore an appropriation from other funding sources will be required.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer
Randy Daniel, Town Engineer

ATTACHMENTS

1.	CEI for KC Water Mains	09-2534.15 WM Replacement (signed DG).pdf
----	------------------------	---



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

Additional Services Agreement

DATE: June 12, 2014
RE: Kane Concourse WM Replacement Construction Services
CLIENT: Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor, FL 33154
ATTENTION: Mr. Randy Daniels
CGA NO.: 09-2534.15

CGA HAS BEEN ADVISED TO PROCEED WITH THE FOLLOWING ADDITIONAL SERVICES:

Due to the client's request for work outside the original scope of services, Calvin, Giordano & Associates, Inc. will provide the following additional services:

I. Professional Engineering Services

A. Civil Engineering

- 1. Review Shop Drawings**
- 2. Address RFIs by the contractor**
- 3. Review As Builts**
- 4. Prepare and process certification packages.**

II. Professional Construction Services

- A. The following scope is based on 40 Working Days of Construction Time and on total hours specified on attached breakdown. Any additional time beyond this will require an approved agreement.**

- 1. Issue interpretations and clarifications of the Contract Documents, and evaluate requested deviations from the approved design or specifications. In connection therewith, review, prepare and process any work change directives or change orders requested by the Contractor, or Town.**
- 2. Process shop drawings, samples and other data which the Contractor is required to submit.**

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Renewable Energy
Resort Development
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services
Water Resources Management

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

3. Make daily inspections for compliance with plans and specifications (Up to 100 hours of inspection time). Make interim inspections for substantial completion; and perform a final inspection to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.
4. Review as-builts provided by the Contractor.
5. Review and process closeout packages.
6. Review, approve and process pay requests.
7. Attend, participate in and record pre-construction meeting.
8. Attend up to two (2) construction meetings.

COST OF THESE SERVICES (Lump Sum)		
I	Professional Engineering Services	
	A Professional Civil Engineering Services	\$4,150.00
II	Professional Construction Services	\$15,320.00
III	Meetings not included in I thru II	Hourly
TOTAL (Plus Hourly Services)		\$19,470.00

AUTHORIZATION

Kindly sign and return this authorization at your earliest convenience.

**Calvin, Giordano & Associates, Inc.
will proceed upon receipt of authorization..**

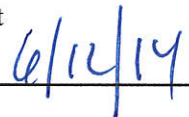
By: _____

Mr. Randy Daniels
Town Engineer

Date: _____

By:  _____

Dennis J. Giordano
President

Date:  _____