

TOWN OF BAY HARBOR ISLANDS

September 16, 2015

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: Set for Approximately 7:30 p.m.

SPECIAL PRESENTATION:

1. Proclamation: Hunger Action Month
2. Proclamation: Childhood Cancer Awareness Month

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

COUNCIL REPORTS:

TOWN MANAGER'S REPORT:

PUBLIC COMMENT:

*There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. **A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

COMMITTEE REPORTS:

CONSENT AGENDA: *(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.)*

3. **Consideration and Approval** of a resolution requested by Council Member Salver urging Florida State Congressional Representatives to disapprove the proposed nuclear agreement with Iran. Enclose find a copy of the proposed resolution.
4. **Consideration and Approval** of a Resolution to extend Council Meetings requested by Mayor Leonard. The resolution will give the Town Council the ability to extend the meetings beyond 11:00 PM.
5. **Consideration and Approval** of a resolution requested by the Town Council updating and adopting new values for Town owned TDR (Transfer of Development Rights) units.

6. **Consideration and Approval** of a Mutual Aid Agreement between the Town of Bay Harbor Islands and Miami-Dade County Police Department. Enclosed find a copy of the agreement.
7. **Consideration and Approval** of a proposal for Insurance (General liability, Professional, Automobile, Property and Workers' Compensation) from Preferred Governmental Insurance Trust for the fiscal years 2015/2016 and 2016/2017 in the amount of \$241,541 first year premium. Enclosed is a memorandum with detailed information from Alan Short, Finance Director.
8. **Consideration and Approval** of a construction trailer to be located at 1133-35 102nd Street as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed find the supporting documents submitted in connection with this request.

STAFF RECOMMENDATION: Approval.

POLL VOTE

ORDINANCES ON FIRST READING:

9. **Consideration and Approval** of an ordinance on **first** reading amending Section 5-23 of the Town Code, entitled building and construction in order to amend the date in which final working plans are required to be submitted. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 5 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED BUILDING AND CONSTRUCTION, AND SPECIFICALLY AMENDING SECTION 5-23, ENTITLED TIME FOR SUBMITTING FINAL WORKING PLANS IN ORDER TO AMEND THE DATE IN WHICH FINAL WORKING PLANS ARE REQUIRED TO BE SUBMITTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

10. **Consideration and Approval** of an ordinance on **first** reading amending Section 23-21(J) of the Town Code, entitled Gateway (G) Zoning District in order to amend the date in which final working plans are required to be submitted. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE 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 23-21(j), ENTITLED GATEWAY (G) ZONING DISTRICT IN ORDER TO AMEND THE DATE IN WHICH FINAL WORKING PLANS ARE REQUIRED TO BE SUBMITTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

11. **Consideration and Approval** of an ordinance on **first** reading amending Section 23-18 of the Town Code, entitled Planned Unit Development (PUD) Zoning Overlay District in order to amend the date in which final working plans are required to be submitted. Enclosed is a copy of the propose ordinance.

AN ORDINANCE 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 23-18, ENTITLED PLANNED UNI DEVELOPMENT (PUD) ZONING OVERLAY DISTRICT IN ORDER TO AMEND THE DATE IN WHICH FINAL WORKING PLANS ARE REQUIRED TO BE SUBMITTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

12. **Consideration and Approval** of an ordinance on **first** reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service. Enclosed find the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

13. **Consideration and approval** of an ordinance on **first** reading amending Section 9-38 of the Town Code increasing the solid waste fees. Enclosed find the proposed ordinance.

AN ORDINANCE AMENDING SECTION 9-38 (B)(C) OF THE TOWN OF BAY HARBOR ISLANDS CODE INCREASING THE MONTHLY SOLID WASTE FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

14. **Consideration and Approval** of a private TDR transaction of the transfer of five (5) dwelling units from 9201 WBH, LLC (9201 W. Bay Harbor Drive) to Islands Club Towers, LLC (9161 & 9201 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans, and other supporting documents.

STAFF RECOMMENDATION: Council Discretion

15. **Consideration and Approval** of a Transfer of Development Rights (TDR) application requesting to purchase three (3) units from the Town's TDR bank for construction of a previously approved project on January 6, 2015, to be located at 1170 - 101 Street. Enclosed is a copy of the application, plans and supporting documents.

STAFF RECOMMENDATION: Council Discretion.

16. **Consideration and Approval** of a Transfer of Development Rights (TDR) transaction of the transfer of six (6) dwelling units from the Town TDR Bank for construction of a previously approved project on January 6, 2015, to be located at 1150-60 102nd Street. Enclosed is a copy of the application, contract, site plans and other supporting documents.

STAFF RECOMMENDATION: Council Discretion.

17. **Appointment** of two Council Members to the Board of Trustees (Retirement Board). One appointment will be for a two year term and the other one will be for three years.

STAFF RECOMMENDATION: Council Discretion

18. **Consideration and Approval** of the 2014-2017 Collective Bargaining Agreement Between the Town Of Bay Harbor Islands Police and Miami-Dade County Police Benevolent Association. Enclosed find a copy of the contract highlights.

STAFF RECOMMENDATION: Approval.

19. **Consideration and Approval** of Change Order #10 in the amount of \$96,775.02 to provide shoring to support for additional concrete pier caps. The Council previously approved a change order for similar work on other piers, the ones included in this change order are in addition to those already approved.

STAFF RECOMMENDATION: Approval.

POLL VOTE

DISCUSSION ITEMS:

20. **Discussion and approval** requested by Mayor Leonard to develop an incentive program/ordinance to encourage the construction of LEED (Leadership in Energy & Environmental Design) Certified Residential and Commercial Buildings in the Town.

STAFF RECOMMENDATION: Approval

21. **Discussion** requested by Council Member Reid regarding the noise ordinance. Enclose find a copy Chapter 12 of the Town Code and supporting documents.

STAFF RECOMMENDATION: Council Discretion.

22. **Discussion and direction** to staff on proposed changes to the ordinance regulating single family driveways, driveway materials and related items.

STAFF RECOMMENDATION: Council Discretion.

23. **Discussion and approval** of conceptual design for landscaping submitted by O'Leary Richards Design Associates, Inc. This item was originally requested by Council Member Fuller and staff was directed by the Town Council to research and bring back for approval.

STAFF RECOMMENDATION: Council Discretion.

24. **Discussion and selection** of Entrance Signage Feature for the Town to be located on the Shepard Broad Causeway Island. Enclose find copies of the proposed sign features.

STAFF RECOMMENDATION: Council Discretion.

ADJOURNMENT: Set for 11:00 p.m. *(Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

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.

PROCLAMATION

WHEREAS, Food insecurity and the cycle of hunger and poverty are issues of high concern in the United States and South Florida, thus it is vital to raise awareness about the need to end food insecurity in every part of the country, and to provide additional resources that citizens may need; and

WHEREAS, The Town of Bay Harbor Islands is committed to working with Feeding South Florida, which is the Feeding America food bank that distributes food, educates people about the role and importance of food banks, and raises awareness about the need to devote more resources and attention to hunger issues; and

WHEREAS, Almost 800,000 individuals in South Florida rely on food provided by Feeding South Florida and its network of hundreds of nonprofit partner agencies annually; and

WHEREAS, Feeding South Florida distributed more than 40 million pounds of food and grocery products in 2015 through its numerous food pantries, soup kitchens, shelters, and other community organizations; and

WHEREAS, Food banks across the country including Feeding South Florida, will host several events throughout the month of September to bring awareness and attention to encourage involvement in efforts to end hunger in their local community.

NOW, THEREFORE, I, Jordan W. Leonard, Mayor of the Town of Bay Harbor Islands, Florida, and the Members of the Town Council do hereby proclaim September 2015, as

“ HUNGER ACTION MONTH”

and call upon the good people of Bay Harbor Islands to join me in highlighting the important message of humanitarianism being sent during this observance.

IN WITNESS THEREOF, I hereunto set my hand and cause the seal of the Town of Bay Harbor Islands to be affixed this 16th day of September 2015.

JORDAN W. LEONARD, MAYOR

PROCLAMATION

WHEREAS, September has been designated National Childhood Cancer Awareness Month to honor those children whose lives have been lost, those irrevocable impacted by this terrible illness, and to strengthen the nations's resolve to search for a cure ; and

WHEREAS, cancer is the leading cause of death by disease among U.S. children between infancy and 15 years of age ; and

WHEREAS, Childhood Cancers cross all racial, ethnic, geographic, and social-economic backgrounds, and each year tens of thousands of children face the battle of cancer with incredible bravery and inspiring hope; and

WHEREAS, while progress against some childhood cancers has been made, cure rates for many forms of Childhood Cancer remain less than 50% with the incidence of Childhood Cancers increasing at a more rapid rate than any other age group; and

WHEREAS, this disease not only affects the child diagnosed with cancer, but also their entire support network of devoted parents, grandparents, loved one and friends; and

WHEREAS, the Town of Bay Harbor Islands recognizes the devastating impact that this disease has on member of our community and the importance of increased; and

WHEREAS, this month we recognize that these burdens are shared by countless dedicated healthcare professionals, organizations, charities, and parent advocacy groups that support patients and families by offering advice, encouragement, hope, and financial assistance, and work tirelessly to lift the spirits of children suffering from cancer.

NOW, THEREFORE, Jordan W. Leonard, Mayor of the Town of Bay Harbor Islands, Florida, do hereby proclaim

"CHILDHOOD CANCER AWARENESS MONTH"

IN WITNESS THEREOF, I hereunto set my hand and cause the seal of the Town of Bay Harbor Islands to be affixed this 16th day of September 2015.

JORDAN W. LEONARD, MAYOR

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 3.

ITEM: Consideration and Approval of a resolution requested by Council Member Salver urging Florida State Congressional Representatives to disapprove the proposed nuclear agreement with Iran. Enclose find a copy of the proposed resolution.

DESCRIPTION:

Consideration of a resolution requested by Council Member Salver urging the Florida State Congressional Representatives to vote disapproval of the proposed nuclear agreement with Iran.

Enclose is a copy of the proposed resolution.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Isaac Salver, Council Member

ATTACHMENTS

1.	Proposed Resolution	Iran agreement-disapproval.docx
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF BAY HARBOR
ISLANDS, FLORIDA, URGING AND ENCOURAGING THE
FLORIDA STATE CONGRESSIONAL
REPRESENTATIVES TO VOTE DISAPPROVAL FOR THE
PROPOSED NUCLEAR AGREEMENT WITH IRAN.**

WHEREAS, The Town of Bay Harbor Islands, Town Council would like to thank President Barack Obama, and the administration, for their tireless efforts to reach a diplomatic agreement with Iran on their nuclear program.

WHEREAS, we believe diplomacy is the most effective avenue for solving problems on the international stage; and

WHEREAS, we do have significant concerns about the announced deal however and they are as such; the proposed deal does not ensure “anytime, anywhere” short-notice inspections; and

WHEREAS, the agreement does not clearly condition sanctions relief on full Iranian cooperation in satisfying International Atomic Energy Agency concerns over the possible military dimensions of Tehran’s program; and

WHEREAS, the deal lifts sanctions as soon as the agreement commences, rather than gradually as Iran demonstrates sustained adherence to the agreement and lifts key restrictions in as few as eight (8) years; and

WHEREAS, the proposed deal would disconnect and store centrifuges in an easily reversible manner, but it requires no dismantlement of centrifuges or any Iranian nuclear facility; and

WHEREAS, the proposed deal allows for sanctions relief for individuals responsible for the deaths of hundreds of Americans servicemen and women; and

WHEREAS, the Town of Bay Harbor Islands, Town Council takes the Administration at his word that no deal is better than a bad deal ; and

WHEREAS, we call on the Honorable Members of the Florida Delegation to the 114th Congress to disapprove the proposed nuclear deal with Iran as it falls short of genuinely of the requirements laid out by both Congress and the Administration for a workable deal, and urges

the administration to work with our allies to maintain economic pressure on Iran as they continue to negotiate an agreement that will truly close off all Iranian paths to a nuclear weapon; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands that:

- 1. That a copy of this resolution be sent to the Honorable Members of the Florida House and Senate Leadership, and the Honorable Members of the United States House and Senate to the 114th Congress.

PASSED AND ADOPTED this 16th day of September, 2015.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 4.

ITEM: Consideration and Approval of a Resolution to extend Council Meetings requested by Mayor Leonard. The resolution will give the Town Council the ability to extend the meetings beyond 11:00 PM.

DESCRIPTION:

The proposed resolution would amend Resolution No. 437, so that no meeting of the Town Council will continue for more than four hours from the time of its commencement, but at the expiration of the four hours will adjourn to a future date and time to be determined by motion passed by a majority of the members of the Council present.

However, on motion passed by a majority of the members of the Council present, the meeting may proceed beyond the four hours.

Enclose find a copy of the Resolution No. 437 and the proposed Resolution.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Meeting Extension	Reso to extend meeting.pdf
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RESOLUTION NO. _____

**RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS
AMENDING RESOLUTION NUMBER 437, WHICH
PROHIBITED MEETINGS OF THE TOWN COUNCIL TO
CONTINUE FOR MORE THAN THREE HOURS UNLESS
EXTENDED BY MAJORITY VOTE.**

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and protecting the public health, safety, and welfare of its citizens; and

WHEREAS, on or about October 18, 1976, the Town Council of the Town of Bay Harbor Islands passed and adopted Resolution Number 437, which prohibited Town Council meetings to continue beyond three hours unless extended by a majority vote; and

WHEREAS, Council Meetings have become mentally and physically exhausting to members of the Council after deliberating for many hours; and

WHEREAS, the extensions of meeting have become a matter of routine and have lost the intended effect over time; and

WHEREAS, the current Town Council wishes to amend the resolution so that no meeting of the Town Council of the Town of Bay Harbor Islands will continue for more than four hours from the time of its commencement, but at the expiration of the four hours will adjourn to a future date and time to be determined by motion passed by a majority of the members of the Council present. However, on motion passed by a majority of the members of the Council present, the meeting may proceed beyond the four hours.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands as follows:

- Section 1.** Resolution Number 437 is hereby amended.
Section 2. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 16th day of September, 2015.

MAYOR

ATTEST:

TOWN CLERK

RESOLUTION NO. 437

WHEREAS, the increasing complexities of municipal government has led to long agendas at Council meetings of the Town of Bay Harbor Islands, and

WHEREAS, the matters presented are frequently controversial and are frequently such as to entail understanding of technical matters which require expert opinions, and

WHEREAS, the citizens of Bay Harbor Islands take a laudable interest in their government, many of them attend the Council meetings and take part in the discussions, and

WHEREAS, much time is required and is spent on the discussions and in explaining the problems of the agenda items to the citizens present at the Council meetings, and

WHEREAS, the reading of proposed ordinances and resolutions presented to the Council is time consuming, and

WHEREAS, all of the foregoing is mentally and physically exhausting to members of the Council as human beings after deliberating for three hours, and

WHEREAS, after three hours of intense activity at a meeting, members of the Council cannot give their best attention and best thought to any undisposed of items that may remain on the agenda,

NOW, THEREFORE, it is hereby resolved that no meeting of the Town Council of the Town of Bay Harbor Islands will continue for more than three hours from the time of its commencement, but at the expiration of three hours will adjourn to a future date and time to be determined by motion passed by a majority of the members of Council present. However, on motion passed by a majority of the members of Council present, the meeting may proceed beyond the three hours.

PASSED by the Town Council of the Town of Bay Harbor Islands this 19th day of October, 1976


MAYOR

Attest:


TOWN CLERK

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a resolution requested by the Town Council updating and adopting new values for Town owned TDR (Transfer of Development Rights) units.

DESCRIPTION:

At the request of the Town Council, we ordered an appraisal to review the price of the TDRs. The appraisal opines that the prices for the public TDR units should be raised to:

\$52,000 for non-waterfront

\$62,500 for waterfront

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Proposed Resolution - TDR values	TDR - town owned units value.pdf
2.	TDR Appraisal	TDR Appraisal - 09-2015.pdf

RESOLUTION NO. _____

**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.**

WHEREAS, the Town of Bay Harbor Islands is a municipality located within Miami-Dade County, Florida; and

WHEREAS, the Town has adopted amendments to its Comprehensive Plan that included, among other items, a Density Averaging System that provides for a Transfer of Development Rights (TDR) program; and

WHEREAS, the Florida Department of Community Affairs (DCA) found the Town's Phase 1 EAR-Based Comprehensive Plan amendments "in Compliance" on March 21st, 2005; and

WHEREAS, the Town adopted Land Development Regulations to implement the provisions contained within the adopted Comprehensive Plan including a Density Monitoring System (DMS) and Transfer of Development Rights (TDR) program; and

WHEREAS, as part of the implementation of the new Land Development Regulations, the Town is required to adopt a methodology and establish the value of Town-owned dwelling units that are capable of being conveyed through the Transfer of Development Rights (TDR) program to private parties; and

WHEREAS, the Town adopted a methodology to determine the value of a Town-owned Transfer of Development Rights (TDR) dwelling units in 2006 and established initial values for Town-owned TDR units; and

WHEREAS, the methodology includes provisions to periodically review and update the values for town-owned TDR units to reflect real estate market trends; and

WHEREAS, the Town retained a qualified professional Appraiser to assist the Town in analyzing current real estate sales, comparable values, other municipal TDR programs and establishing a value for Town-owned TDR dwelling units; and

WHEREAS, the Town Council has considered the staff input and the findings and recommendations found in the Appraiser's dated September, 2015 TDR study and held a public meeting to consider the proposed Transfer of Development Rights (TDR) valuation methodology and updated values and took public input.

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

SECTION 1. The Town Council hereby adopts the updated TDR values set forth in the attached Exhibit A.

SECTION 2. Severability. That a decision by a court of competent jurisdiction declaring invalid any section, paragraph, sentence, clause, phrase or other part of this Resolution shall not affect the validity of this Resolution as a whole or any parts thereof, other than the part so declared to be invalid.

SECTION 3. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of September, 2015.

JORDAN W. LEONARD, MAYOR

ATTEST:

MARLENE M. SIEGEL, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG B. SHERMAN, TOWN ATTORNEY

EXHIBIT A

TOWN OF BAY HARBOR ISLANDS

TRANSFER OF DEVELOPMENT RIGHT (TDR) DWELLING UNIT VALUES

The Town of Bay Harbor Islands, Florida hereby adopts the following values for each Town-owned Transfer of Development Rights (TDR) dwelling unit:

Town-owned TDR dwelling units transferred to Waterfront properties:

\$62,500.00

Town-owned TDR dwelling units transferred to Non-waterfront properties:

\$52,000.00

APPRAISAL REPORT

TRANSFERABLE DEVELOPMENT RIGHTS

LOCATED AT:

BAY HARBOR ISLANDS, FLORIDA

PREPARED FOR:

**TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FLORIDA**

AS OF:

AUGUST 30, 2015

PREPARED BY:

**QUINLIVAN APPRAISAL, P.A.
7300 NORTH KENDALL DRIVE – SUITE 530
MIAMI, FLORIDA 33156**

QUINLIVAN APPRAISAL
A PROFESSIONAL ASSOCIATION
7300 NORTH KENDALL DRIVE, SUITE 530
MIAMI, FLORIDA 33156

J. Mark Quinlivan, MAI
State Certified General Appraiser
RZ 0000112

Telephone (305) 663-6611
Fax (305) 670-4330
jmqmai@aol.com

Thomas F. Magenheimer, MAI
State Certified General Appraiser
RZ 0000553

September 4, 2015

Ronald J. Wasson, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Dear Mr. Wasson:

In accordance with your request and authorization, I have prepared this Appraisal Report to estimate the Market Value of the Transfer of Development Rights for dwelling units for the Town of Bay Harbor Islands.

The Town of Bay Harbor Islands has implemented a program allowing unused public and private development rights to be sold. Transfer of Development Rights (TDR) refers to the method of transferring the "right to develop" from one site to another. With the use of TDRs, sites would be able to build to a higher density while the maximum overall density of the Town would not exceed that allowed by the Town's adopted Comprehensive Plan and Land Development Regulations. Currently, the maximum density on the Eastern Island is thirty-four dwelling units per acre for the sites zoned Medium-High Density Residential.

The Appraisal Report that follows sets forth the assumptions and limiting conditions, pertinent facts about the area, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth. The client has requested appraisal services to assist the town in determining the value of Town-owned dwelling units that could be transferred to receiver sites.

The value of a property can be estimated by various methods which include Direct Sales Comparison, Allocation, Extraction, Development Approach, Land Residual or Ground Rent Capitalization. However, the Direct Sales Comparison Approach is the most preferred and utilized technique when sales of comparable sites are available. The other methodologies are indirect techniques which are generally used when an area is mostly developed and sales of comparable sites are scarce.

Mr. Ronald J. Wasson, Town Manager
Town of Bay Harbor Islands
September 4, 2015
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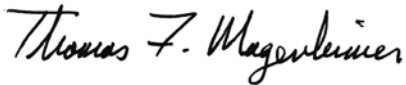
The Direct Sales Comparison Method was utilized in valuing the Transfer of Development Right (TDR) dwelling units due to the availability of recent sales and sales contracts. In the Direct Sales Comparison Method, sales of similar recently sold properties with a similar highest and best use as the subject property are analyzed, compared and adjusted by time, property characteristics and location to indicate the Market Value of a Transfer of Development Right dwelling unit. Additionally, sales of multiple family residential land sites are researched, analyzed and adjusted to estimate the value of the subject TDRs. The land sales are analyzed on a price paid per dwelling unit.

Based on the investigation and analyses undertaken, I have formed the opinion that the Transferable Development Rights had a Market Value as of August 30, 2015 as follows:

TRANSFERABLE DEVELOPMENT RIGHTS

NON-WATERFRONT SITES	\$52,000 PER DWELLING UNIT
WATERFRONT SITES	\$62,500 PER DWELLING UNIT

Respectfully submitted,



Thomas F. Magenheimer, MAI
State-Certified General Appraiser
Certification Number: RZ0000553

TFM/jb
(15-083)

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TRANSMITTAL LETTER

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ASSUMPTIONS AND LIMITING CONDITIONS

QUALIFICATIONS

CLIENT LIST

CERTIFICATION OF VALUE

The undersigned hereby certifies that, to the best of my knowledge and belief:

- (A) The statements of fact contained in the report are true and correct.
- (B) The reported analyses, opinions and conclusions are limited only by the assumptions and limiting conditions set forth, and are my personal, unbiased professional analyses, opinions and conclusions.
- (C) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (D) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (E) My engagement in this assignment is not contingent upon developing or reporting predetermined results.
- (F) The appraiser's compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Furthermore, the appraisal assignment is not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- (G) The appraiser's analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, the requirements of the State of Florida for state-certified appraisers, the Uniform Appraisal Standards for Federal Land Acquisition and the Uniform Act 49 Code of Federal Regulations Part 24B.
- (H) Use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
- (I) Thomas F. Magenheimer has made a personal inspection of the property that is the subject of this report.

- (J) No one provided significant professional assistance to the person signing this report.
- (K) The reported analyses, opinions, and conclusions are developed, and this report is prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- (L) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (M) The undersigned performed appraisal services concerning the property dated May 8, 2015.

As of the date of this report, Thomas F. Magenheimer has completed the requirements under the continuing education program for The Appraisal Institute.

Based on the inspection of the property and the investigation and analyses undertaken, subject to the assumptions and limiting conditions set forth in the Addendum of this report, I have formed the opinion, as of the date of valuation, the subject property had a Market Value of:

TRANSFERABLE DEVELOPMENT RIGHTS

NON-WATERFRONT SITES	\$52,000 PER DWELLING UNIT
WATERFRONT SITES	\$62,500 PER DWELLING UNIT



THOMAS F. MAGENHEIMER, MAI
STATE-CERTIFIED REAL ESTATE APPRAISER
CERTIFICATION NUMBER: RZ0000553

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Purpose of Appraisal	Market Value
Property Rights Appraised	Fee Simple
Location	Bay Harbor Islands, Florida
Final Estimate of Value	
Non-Waterfront TDRs	\$52,000 per dwelling unit
Waterfront TDRs	\$62,500 per dwelling unit
Date of Value Estimate	August 30, 2015
Date of Report	September 4, 2015

INTRODUCTION

INTRODUCTION

IDENTIFICATION OF THE PROPERTY

Waterfront and non-waterfront transferrable development rights

LOCATION

Town of Bay Harbor Islands, Florida

PURPOSE AND DATE OF APPRAISAL

The purpose of this Appraisal is to estimate the Market Value of waterfront and non-waterfront transferrable development rights within the Town of Bay Harbor Islands, as of August 30, 2015.

INTENDED USE AND USER OF APPRAISAL

The intended use of this appraisal is to estimate the market value of the property for future development planning. The intended user is the Town of Bay Harbor Islands.

PROPERTY RIGHTS APPRAISED

The property is appraised in fee simple: a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation, as well as utility easements of record.

DEFINITION OF MARKET VALUE

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised and acting in what they consider their own best interest;
- (3) a reasonable time is allowed for exposure to the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75, No. 237, Page 77472

SCOPE OF THE APPRAISAL

SCOPE OF THE APPRAISAL

Transfer of Development Rights refers to the method of transferring the “right to develop” from one site to another. In this report, the Market Value for a Transfer of Development Right dwelling units were estimated for both waterfront lots and non-waterfront lots based on a sales comparison approach.

The value of a property can be estimated by various methods which include Direct Sales Comparison, Allocation, Extraction, Development Approach, Land Residual or Ground Rent Capitalization. However, the Direct Sales Comparison Approach is the most preferred and utilized technique when sales of comparable sites are available. The other methodologies are indirect techniques which are generally used when an area is primarily built-up and sales of comparable TDRs are scarce.

The Direct Sales Comparison Method of valuing the Transfer of Development Rights (TDRs) was relied on due to the availability of recent sales. In the Direct Sales Comparison Method, sales of similar recently sold TDRs and sales contracts from TDRs with a similar highest and best use as the subject property are analyzed, compared and adjusted by time, property characteristics and location to indicate the Market Value of the subject property as though unimproved. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale. Additionally, sales of multiple family residential land sites are researched, analyzed and adjusted to estimate the value of the subject TDRs. The land sales are analyzed on a price paid per dwelling unit.

Sales prices are typically confirmed with a party to the transaction, i.e. buyer, seller, real estate agent, municipal officials or attorney to the transaction.

LOCATION ANALYSIS

COUNTY DATA

Miami-Dade County - Location and Size

Miami-Dade County, which comprises the metropolitan area of Miami, is situated on the southeast tip of the state of Florida. It is bordered on the east by the Atlantic Ocean, on the west by Monroe and Collier Counties, on the north by Broward County, and on the south by Monroe County (the Florida Keys).

Miami-Dade County, the largest county in area and population in the state of Florida, covers an area of 2,054 square miles with an altitude ranging from sea level to 25 feet. Water covers 354 square miles of the County.

Although the County is relatively large, approximately half of the total area is comprised of the Everglades, which is a natural area that will not be developed. Therefore, only the eastern section of Miami-Dade County encompasses the area which is currently developed or available for future development.

Miami-Dade County's location, its southern latitude and proximity to the Gulf Stream provide for mild winters and pleasant summers.

Population

The state of Florida has increased rapidly in population from 9,740,000 in 1980 to 12,937,926 in 1990 and 15,982,378 in 2000. The 2010 population of Florida was 18,801,310, an increase of 17.6% over the 2000 population.

Miami-Dade County's population increased from 1,626,000 in 1980 to 1,937,094 in 1990, reflecting an average annual compounded growth rate of 1.77%, compared with 2.88% for the state of Florida.

By 2000, Miami-Dade County's population increased to approximately 2,253,362. The population grew to 2,496,435 by the Year 2010, an increase of 10.8% over the 2000 population. By the Year 2014 the population increased to 2,604,265, an increase of 4.3% over the 2010 population.

Miami-Dade County's population growth during the last four decades has been dramatic especially in relation to national trends. From 1950 to 1990 the United States population increased by 60% while the population of Miami-Dade County has almost quadrupled from 495,084 to 1,937,000. During this period, the state of Florida was elevated from the 20th most populous state to the 4th in 1990 and continues to be the fourth most populous state.

During the 1960s, the major increase in Miami-Dade County's population was due to the large immigration of Cubans. Today, Cuban and other Spanish speaking people comprise approximately 62% of Miami-Dade County's population. The increase in Hispanic population has had favorable effects on the local economy and has helped to create a multi-national cultural environment in the area.

The overall population of Miami-Dade County is well dispersed throughout the entire area, yet has several key areas of concentration. During the 1960s, several sub-areas accounted for approximately 70% of the growth. These areas include Hialeah, northern Miami-Dade County, the Beach area, the Miami River area, the area southwest of Miami International Airport, as well as the Kendall and Cutler Ridge areas. In the first half of the 1970s, population growth continued in an uneven fashion especially in the urban fringes.

Since 1970, approximately three-fourths of the total population growth for the County has occurred in the unincorporated areas. The older centrally located cities such as Miami, Miami Beach and Coral Gables have grown at modest rates from 1970 to 1990. Unincorporated Miami-Dade County has evidenced the most rapid growth which continues to occur in areas in northeast Miami-Dade County (Aventura), as well as the currently expanding southwest area, especially in sections of Flagler Street, S.W. 8th Street, North Kendall Drive and Homestead.

Population trends indicate that most of the population growth in Miami-Dade County between 2010 and 2015 will occur in outlying areas such as North Miami Beach, the Kendall area west of the Florida Turnpike, the S.W. 8th Street area west of the Florida Turnpike, the Hialeah-Miami Lakes area, as well as those areas both east and west of U.S. Highway 1 between Cutler Ridge and Florida City.

Employment Trends

The dominant characteristic of Miami-Dade County is that it is primarily trade and service based. Personal, business and repair services have had a substantial increase in importance in the economic base over the last decade. The major sectors of the economy include services, wholesale and retail trade, transportation, communications, public utilities, government and manufacturing. The most dominant industries which form the County's economic base are construction and tourism.

Tourism is Miami-Dade County's biggest industry with an estimated 13.9 million visitors in 2012 contributing to more than 50 percent of the area's economy. Aviation and related industries are responsible for another large segment of the economy.

The largest employer in Miami-Dade County is the Miami-Dade County School Board, followed by Miami-Dade County, Federal Government, State of Florida, Jackson Health System, American Airlines, University of Miami, Baptist Health Systems of South Florida, AT&T, and Florida Power and Light. Assuming additional importance is the growing prominence of Miami-Dade County as a center for international trade, finance and tourism. The establishment of Miami as the "Gateway of the Americas" should provide the area with a much needed degree of economic diversification. This should enable Miami-Dade County to weather slowdowns in the national economy by an increase of trade through the Port of Miami, growth of international arrivals at the airport, the Free Trade Zone, and the substantial foreign investment in the local economy, particularly in real estate.

In November of 2014, Florida's unemployment rate was 5.8 percent, down from 6.2 percent in December of 2013 and a high of 10.7 percent in March of 2011. The unemployment rate for Miami-Dade County in December of 2014 was 6.7 percent, down from 8.5 percent a year earlier.

TABLE 1

ESTIMATES OF MIAMI-DADE COUNTY TOURIST TRENDS

	INTERNATIONAL	DOMESTIC	TOTAL
2007	5,492,900	6,473,000	11,965,900
2008	6,169,043	6,662,546	12,831,589
2009	5,684,400	6,251,564	11,935,964
2010	6,060,100	6,544,000	12,604,100
2011	6,461,900	6,908,600	13,370,600
2012	6,801,200	7,102,032	13,903,232
2013	7,131,700	7,087,200	14,218,900

Source: Greater Miami Convention and Visitors Bureau, Tourism Facts and Figures

Figures for 2013 indicate 14,218,900 overnight visitors came to Miami-Dade County, a 2.3% increase from 2012. In 2012, the total overnight visitors increased to 13,903,232, an increase of 4.0% over 2011.

TABLE 2

ESTIMATES OF DOMESTIC VISITORS BY REGION

DOMESTIC MARKET	2009	2010	2011	2012	2013
NEW YORK	25.7%	25.5%	25.3%	25.5%	25.9%
CHICAGO	5.7%	5.9%	5.9%	5.8%	5.9%
PHILADELPHIA	5.8%	5.8%	5.7%	5.7%	5.6%
BOSTON	4.4%	4.3%	4.3%	4.3%	4.3%
ATLANTA	3.7%	3.7%	3.8%	3.9%	3.9%
WASHINGTON, DC	2.8%	2.8%	2.8%	2.8%	2.8%
DALLAS	2.6%	2.6%	2.6%	2.7%	2.7%
DETROIT	2.1%	2.1%	2.1%	2.1%	2.0%
LOS ANGELES	2.0%	1.9%	2.0%	1.9%	2.1%
HOUSTON	1.7%	1.7%	1.8%	1.8%	1.8%

Source: Greater Miami Convention and Visitors Bureau, Tourism Facts and Figures

Table 2 indicates that the bulk of domestic visitors to Miami-Dade County originate from the New York (25.9%), Chicago (5.9%) and Philadelphia (5.6%) market areas. Of the top ten domestic market visitors, the majority (38.3%) are from northeastern market areas.

T A B L E 3

ESTIMATES OF INTERNATIONAL VISITORS BY REGION

REGION	2009	2010	2011	2012	2013
EUROPEAN COUNTRIES	22.5%	21.6%	20.2%	20.0%	19.2%
CARIBBEAN COUNTRIES	12.0%	11.4%	10.8%	10.5%	10.0%
CENTRAL AMERICAN COUNTRIES	9.1%	8.7%	8.3%	8.0%	7.8%
SOUTH AMERICAN COUNTRIES	44.9%	46.8%	49.2%	50.3%	52.1%
CANADA	9.5%	9.7%	9.7%	9.4%	9.2%
OTHER COUNTRIES	2.0	1.8%	1.8%	1.8%	1.7%
TOTAL	100%	100%	100%	100%	100%

Source: Greater Miami Convention and Visitors Bureau, Tourism Facts and Figures

Table 3 shows that the bulk of international visitors to Miami-Dade County originate from Central and South American Countries (59.9%), followed by European Countries (19.2%) and Canada (9.2%). England and Germany accounted for the largest proportion of European visitors.

In 2013 there were a total of 4.03 million passengers passing through the Port of Miami. During 2013, the number of Port of Miami passengers increased 6.9% from 2012. The passenger count for 2014 is expected to increase to nearly 5.0 million with the introduction of three new ships to the port. Through June of 2014 approximately 10,407,748 passengers arrived through Miami International Airport. The passengers arriving at the airport increased 1.7% from the same period the previous year. The arrivals at the airport are fairly evenly distributed between international and domestic passengers. Through June 2014, domestic arrivals totaled 5,345,258 and international arrivals totaled 5,062,490.

There are approximately 49,433 motel and hotel rooms in 383 lodging facilities in Greater Miami and the Beaches. The area had an occupancy rate of 80.5 percent in 2014, up 0.7% from 2013. The airport area had the highest occupancy rate as of December 2013 at around 85%.

Average room rate for hotel rooms in Miami-Dade County was \$195.02 in 2014, up from \$185.30 in 2013. Therefore, the average hotel room rates in 2014 indicate an increase of 5.2% over the 2013 rate.

The first in a series of new luxury properties opened in February 2004 when the 380-room Ritz Carlton opened in Miami Beach. In May of 2005, the 210-room Le Meridian opened in Sunny Isles Beach. Three other new hotels with a total of 271 rooms opened in Miami Beach during 2005. In 2014, new hotel openings included the Courtyard Cadillac Miami Beach Hotel (93-rooms) in Miami Beach, EB Hotel Miami (133-rooms) in Miami Springs, and the Grand Beach Hotel (268-rooms) in Surfside. New hotels expected to open in 2015 include Aloft South Beach (235-rooms) in Miami Beach and East Hotel (263-rooms) in the Brickell Financial District.

Miami-Dade Financial Resources

Over the course of the last decade, Greater Miami has evolved into a major international financial center. Domestic and international businesses find convenient access to a full array of services provided by locally-based state and national commercial banks, savings and loan associations, foreign banks, non-depository credit institutions, securities and commodities brokers and insurance companies.

Greater Miami has the largest concentration of domestic and international banks south of New York City. With more than 90 percent of the state's foreign banks operating offices in Miami, this market dominates international banking in Florida.

Overall, about 150 domestic banks, foreign banks and Edge Act banks operate in Greater Miami. The greatest concentration is located along Brickell Avenue in downtown Miami.

Transportation

Miami-Dade County has an extensive expressway system with access to all points in the County. However, due to the rapidly increasing population, some of the expressways, especially Interstate 95, are becoming overburdened. In 1985 Miami-Dade County completed a 20.5 mile elevated rapid transit system. This system originally extended southward from downtown Miami to Dadeland, paralleling U.S. Highway 1 and northwesterly from downtown Miami to Hialeah. In 1999, the system was extended about a mile from Hialeah to the Palmetto Expressway at NW 74th Street. An expansion to the Miami International Airport opened in 2013. In conjunction with this system, there is a Downtown People Mover Automated Transit system which encircles the central business district of Miami and extends south to the Brickell area and north to the Omni area.

Miami-Dade County is served by the CSX and Florida East Coast Railroads for freight and Amtrak Rail, Greyhound and Trailways Interstate bus lines for passenger service.

Miami International Airport, one of the nation's largest and busiest, had 365,428 aircraft arrivals and departures through November 2014, an increase of 0.90% over the previous year. The airport is currently undergoing a \$5.4 billion expansion. A South Terminal has recently been completed and a North Terminal completed in 2013 and a fourth runway has been constructed.

Miami has become a port of embarkation for airlines and ships bound for Central and South American Countries. The Port of Miami, besides being the largest passenger port in the nation, is also important as a cargo center with a 2013 annual tonnage of approximately 7.98 million, down 1.6% from 8.11 million in 2012. The port's traditional customer base has been Europe, China, Latin America and the Caribbean, accounting for 65% of the port's total volume.

Miami's comprehensive transportation system and its strategic location have enabled it to become an important international transportation center, providing commercial access to Latin America and the Caribbean.

Government

Miami-Dade County is comprised of unincorporated areas, as well as 36 municipalities, the largest of which is the city of Miami.

Miami-Dade County is governed under a modified two-tier metropolitan government. The purpose of this type government was to establish one governing body for the county, and to establish one supply of services such as fire, police, etc. for the county. The upper tier is the County, which provides broad "regional" or county functions, such as metropolitan planning, welfare, health and transit services. The thirty-six municipalities represent the lower tier of government, providing a varying array of services within their jurisdictional boundaries. The County also maintains lower tier functions, such as the provision of municipal-type services, including police and fire, to the unincorporated areas and certain municipalities on a negotiated basis.

The County operates under the Commission-Manager form of government. Legislative and policy-making authority is vested in the elected thirteen-member Board of County Commissioners; the Commission appointed County Manager is the chief administrator. Miami-Dade County has operated under the metropolitan form of government since 1957, when the Home Rule Charter was passed by the local electorate. Prior to Home Rule, the County had to rely on the State Legislature for the enactment of its laws.

County government had not been able to respond to the tremendous demand for municipal services in this rapidly urbanizing area, which is larger than the State of Rhode Island or Delaware. The need to combine services duplicated by the County and numerous cities was also clearly evident. The Charter permitted the limited County government to reorganize into a general purpose "municipal-type" government capable of performing the full range of public functions into an area wide operation.

Real Estate

The Miami-Dade County Office Market contains approximately 99.72 million square feet of office space. Approximately 19.0% of this space is located in the Miami central business district and adjacent Brickell Avenue, 19.2% in the Airport West area, and 10.7% in Coral Gables. The vacancy rate of office buildings in Miami-Dade County declined during the fourth quarter of 2014 to about 11.6%, down from 14% in 2013. During 2014, only one building with 80,000 square feet opened in Miami-Dade County. During the third quarter of 2014 no new office properties opened. However, 604,010 square feet of office space is under construction as of the end of 2014. In the preceding two

years there was virtually no growth in the inventory of office space. Asking rental rates have been declining since 2008 with the average county asking lease rate falling to \$29.73 per square foot. The average lease rate fell below \$30.00 per square foot for the first time in 2009.

Office rental rates in new buildings typically range from \$26.00 to \$35.00 per square foot. The low end of the range is for office space in the suburban markets. The upper end of the range is for first class office space in Downtown Miami, Brickell Avenue, Coconut Grove and Coral Gables.

The Greater Miami Industrial Market consists of approximately 230.11 million square feet of industrial space in 8,808 buildings.

The approximate percentage location of this space is as follows:

MARKET AREA	% OF TOTAL MARKET SPACE
AIRPORT WEST	29.6%
HIALEAH	25.6%
MEDLEY	16.7%
MIAMI LAKES	3.3%
NORTHEAST DADE	4.8%
NORTHCENTRAL DADE	14.9%
SOUTH DADE	5.1%
TOTAL	100%

The county's vacancy rate for the overall Miami-Dade County industrial market as of the end of 2014 was 5.6%. The county's overall vacancy rate has fallen from a high of 10% in 2008. Airport West, the largest industrial area, had a vacancy rate of 6.8% as at the end of 2014. Industrial rental rates generally average \$8.39 per square foot in the fourth quarter of 2014, up from an average of \$7.25 per square foot in 2012. New industrial space was constructed in the fourth quarter of 2014 totaled 955,707 square feet, up from the 318,788 square feet completed in the fourth quarter of 2013.

Miami-Dade's single-family home sales decreased 1.0% in 2014 in comparison with 2013 according to the Miami Association of Realtors. A total of 972 homes were reported sold in 2014. In 2014, the median sales price for single-family units was \$245,000, up 5.4% from the previous year.

Existing condo sales showed a decrease of 15.5% in 2014 from 2013 according to the Miami Association of Realtors. A total of 1,077 condo units were reported sold in 2014. The median sales price for condos increased to \$189,777 or an increase of 5.4% during the same period.

Marcus & Millichap Apartment Research Market Report shows a vacancy rate of 3.2% for rental apartment buildings in the Fourth Quarter of 2014, 20 basis points higher than in 2013. The vacancy rate had been declining steadily since 2006 due to the reduction of inventory caused by the large amount of condominium conversions. Since 2007 many ownership housing units, including both condominiums and single family houses, were placed into the rental market by developers and

individual owners. Apartment rents in Miami-Dade County indicated an increase of 3.0% during 2014. New apartment construction during 2014 was nearly 2,500 units. New apartment construction during 2015 is expected to reach nearly 2,900 units.

The Miami-Dade County retail market contains approximately 57.46 million square feet in 7,680 buildings. The major retail markets in Miami-Dade County include Hialeah, Coral Gables/South Miami-Dade, Aventura and Kendall. Rental rates typically range from \$20.00 to \$45.00 per square foot with rates in the \$80 to \$120 per square foot on South Beach. The overall Miami-Dade County vacancy rate for the fourth quarter of 2014 was approximately 3.3%, which is down from the peak of 5.8% in the first quarter of 2010. As of the fourth quarter of 2014, 715,505 square feet of retail space was under construction.

Conclusions

In the future, one of the principal growth areas for Miami-Dade County is expected to be the international sector. Miami-Dade County, because of its geographic location and excellent transportation facilities, is well-suited to attract both business individuals and tourists from Latin America. It is already one of the principal shopping markets for Central and South Americans visiting the United States and one of the principal export points for goods and services destined for Latin America.

The existence of major financial institutions, retail outlets, corporations and other business entities, coupled with its geographic location, transportation systems and planned international trade centers give Miami-Dade County an excellent opportunity for continued growth as an international center.

During the next 12 months all segments of the commercial real estate market should continue to experience decreasing vacancy rates and increasing rental rates. With decreasing inventories for both single family residences and condominium apartment units, sales activity is expected to rise during the next 12 months.

LOCATION MAP



NEIGHBORHOOD DATA

The subject property is located in Bay Harbor Islands, approximately nine miles northeast of the central business district of Miami.

The town of Bay Harbor Islands is located west of the cities of Bal Harbour and Surfside across Indian Creek. Bay Harbor Island is bordered to the north and west by the Intracoastal Waterway, to the east by Indian Creek Waterway and to the south by Indian Creek Lake.

The town of Bay Harbor Islands is approximately one-half mile in length and one-quarter mile in width. The town was founded in 1947 by local attorney, Shepard Broad. Bay Harbor Islands contains approximately 0.37 square miles of land area and has a population as of 2010 of approximately 5,628. The population of the town increased 9.4% since 2000. Bay Harbor Islands has a total of 3,103 housing units, of which 1,235 are renter-occupied.

Bay Harbor Islands is connected to Miami via the Broad Causeway which crosses the Intracoastal Waterway and joins with N.E. 123rd Street in North Miami.

96th Street (Kane Concourse), is the primary east/west traffic artery in the town of Bay Harbor Islands. Various restaurants, retail stores and office buildings are located along 96th Street. The buildings were constructed primarily in the 1950s and 1960s and are generally in good condition.

The cities of Bal Harbour and Surfside, which are located along the Atlantic Ocean, are primarily tourist oriented. Mid- and high-rise hotels and condominium apartment buildings constructed in the 1950s and 1960s front Collins Avenue. Collins Avenue (State Road A1A) is a primary traffic artery along the east side of Miami-Dade County. Collins Avenue extends northerly from the south tip of Miami Beach to Broward County.

Bal Harbour Shops, located five blocks east of town, is an attractive specialty shopping mall containing 410,000 square feet and anchored by the department stores Neiman-Marcus, and Saks Fifth Avenue.

Single-family residences and multi-family apartment buildings are located to the north and south of the subject. The single-family residences, constructed primarily during the 1950s and 1960s, generally range in sale price from \$500,000 to \$850,000 for non-waterfront residences. Waterfront houses generally range in sale price from \$1,150,000 to \$3,500,000.

In summary, the subject neighborhood is a fully developed area containing commercial properties, single-family residences, apartments and hotels. This is a desirable area which should remain stable for several years into the future.

NEIGHBORHOOD MAP



LAND SALES ANALYSIS

LAND SALES ANALYSIS

A value estimate is concluded by comparing the subject site to comparable land sales. Generally, the comparable land sales are adjusted by time, property, and location to indicate the Market Value of the subject site as though unimproved. This process is known as the Direct Sales Comparison Method.

The Direct Sales Comparison Method is a process of analyzing sales of similar recently sold land parcels in order to derive an indication of the most probable sales price of the site being appraised. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

The following pages contain sales of similar land sites which have recently sold. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

Various analytical techniques may be used to identify and measure adjustments. The techniques of comparative analysis can be grouped into two categories: quantitative and qualitative.

When quantitative analytical techniques are applied, mathematical processes are used to identify which elements of comparison require adjustment and to measure the amount of these adjustments.

The primary quantitative techniques, **Paired Data Analysis**, is a process in which two or more market sales are compared to derive an indication of the size of the adjustment for a single characteristic. Ideally, the sales being compared will be identical in all respects except for the element being measured.

Although paired data analysis is a theoretically sound method, it is sometimes impractical because only a narrow sampling of sufficiently similar properties may be available and it is difficult to quantify the adjustments attributable to all the variables.

The primary qualitative techniques, **Relative Comparison Analysis**, is the study of the relationship indicated by market data without recourse to quantification. This technique is utilized because it reflects the imperfect nature of real estate markets. To apply the technique, the appraisers analyze comparable sales to determine whether the comparables' characteristics are inferior, superior, or equal to those of the subject property.

A search is made of real estate market for all sales within the subject or competitive locations. While many sales were reviewed, the sales contained herein are considered most comparable to the subject properties as to all major factors of comparison.

A detailed breakdown of each sale, a summary of the sales, a sales map and a value conclusion follows herein.

LAND SALE 1

DATE: March 8, 2013

PRICE: \$5,000,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 28562, Page 1188

FOLIO NUMBERS: 13-2227-001-0630
13-2227-001-0640
13-2227-001-0650

GRANTOR: New Bay Harbor, LLC

GRANTEE: Bay Harbor Residences, LC

LEGAL: Lots 16, 17 & 18, Block 3, **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.

LOCATION: 9960 West Bay Harbor Drive
Bay Harbor Islands, Florida

SITE DESCRIPTION:

Dimensions: 150 feet x 225 feet
Size: 33,750 Square Feet
0.77 Acres

Zoning: RM-1, Multifamily District
Maximum Legal Density: 60 dwelling units (including 34 TDRs)
Current Use: Vacant

UNIT PRICE: \$148.15 per square foot of land area
\$83,333 per dwelling unit

FINANCING: Cash.

REMARKS: This is a waterfront site. This site sold previously in September of 2012 for \$2,450,000, prior to the acquisition of 34 TDRs.



SALE 1

LAND SALE 2

DATE: March 15, 2013

PRICE: \$6,200,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 28591, Page 4567

FOLIO NUMBERS: 13-2227-001-0230
13-2227-001-0240

GRANTOR: Monarch at Bay Harbor, LLC

GRANTEE: Bay Village Condos, LLC

LEGAL: Lots 1, 2 & 3, Block 2, **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.

LOCATION: 9540 West Bay Harbor Drive
Bay Harbor Islands, Florida

SITE DESCRIPTION:

Dimensions: 139 feet x 224 feet
Size: 31,141 Square Feet
0.71 Acres

Zoning: RM-1, Multifamily District
G, Gateway District

Maximum Legal Density: 96 dwelling units (including 12 TDRs)

Current Use: Vacant

UNIT PRICE: \$199.09 per square foot of land area
\$64,583 per dwelling unit

FINANCING: Purchase money mortgage of \$1,900,000.

REMARKS: This is a waterfront site.



SALE 2

LAND SALE 3

DATE: October 3, 2014

PRICE: \$1,100,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29339, Page 3874

FOLIO NUMBER: 13-2227-001-1520

GRANTOR: Sal Abighanem, et ux

GRANTEE: Pearl House, LLC

LEGAL: Lot 19, Block 7, **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.

LOCATION: 1170 – 101st Street
Bay Harbor Islands, Florida

SITE DESCRIPTION:

Dimensions: 75 feet x 150 feet
Size: 11,250 Square Feet
0.26 Acres

Zoning: RM-2, Multifamily District

Maximum Legal Density: Nine dwelling units

Current Use: House built in 1950

UNIT PRICE: \$97.78 per square foot of land area
\$122,222 per dwelling unit

FINANCING: Cash.

REMARKS: This is a non-waterfront site. The legal density of the site is nine units.



SALE 3

LAND SALE 4

DATE: December 8, 2014

PRICE: \$2,250,000

TYPE INSTRUMENT: Special Warranty Deed

RECORDATION: O. R. Book 29445, Page 2763

FOLIO NUMBER: 13-2227-001-1210
13-2227-001-1220

GRANTOR: Bayview 102 Realty, LLC

GRANTEE: BH Bayview, LLC

LEGAL: Lots 12 and 13, 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.

LOCATION: 1145 – 102nd Street
Bay Harbor Islands, Florida

SITE DESCRIPTION:

Dimensions: 150 feet x 150 feet
Size: 22,500 Square Feet
0.52 Acres

Zoning: RM-2, Multifamily District

Maximum Legal Density: 18 dwelling units

Current Use: Vacant

UNIT PRICE: \$100.00 per square foot of land area
\$125,000 per dwelling unit

FINANCING: Purchase money mortgage of \$4,500,000.

REMARKS: This is a non-waterfront site. The legal density of the site is 18 units.



SALE 4

LAND SALE 5

DATE: December 18, 2014

PRICE: \$1,200,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29440, Page 3591

FOLIO NUMBER: 13-2227-001-1860

GRANTOR: Marjorie B. Murray

GRANTEE: Bay Harbor TH 1, LLC

LEGAL: Lot 2, 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.

LOCATION: 9890 East Bay Harbor Drive
Bay Harbor Islands, Florida

SITE DESCRIPTION:

Dimensions: Irregular

Size: 10,875 Square Feet
0.25 Acres

Zoning: RM-2, Multifamily District

Maximum Legal Density: 9 dwelling units

Current Use: A three unit apartment unit built in 1950

UNIT PRICE: \$110.34 per square foot of land area
\$133.333 per dwelling unit

FINANCING: Cash.

REMARKS: This is a non-waterfront site. The legal density of the site is 9 units. The buyer is an adjacent owner.



SALE 5

LAND SALE 6

DATE: January 15, 2015

PRICE: \$2,300,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29466, Page 3516

FOLIO NUMBERS: 13-2227-001-1310
13-2227-001-1320

GRANTOR: Rover Bay Holdings, LLC

GRANTEE: Le Jardin House, LLC

LEGAL: Lots 7 & 8, 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.

LOCATION: 1150 – 102nd Street
Bay Harbor Islands, Florida

SITE DESCRIPTION:

Dimensions: 150 x 150
Size: 22,500 Square Feet
0.52 Acres

Zoning: RM-2, Multifamily District

Maximum Legal Density: 18 dwelling units

Current Use: Vacant

UNIT PRICE: \$102.22 per square foot of land area
\$127,778 per dwelling unit

FINANCING: Cash

REMARKS: This is a non-waterfront site.



SALE 6

LAND SALE 7

DATE: April 15, 2015

PRICE: \$1,030,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29581, Page 1255

FOLIO NUMBER: 13-2227-001-1510

GRANTOR: Bruce J. Smoler

GRANTEE: Bay Harbor 101 Ventures, LLC

LEGAL: Lot 8, Block 7, **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.

LOCATION: 1160 – 101st Street
Bay Harbor Islands, Florida

SITE DESCRIPTION:

Dimensions: 75 feet x 150 feet
Size: 11,250 Square Feet
0.25 Acres
Zoning: RM-2, Multifamily District
Maximum Legal Density: 9 dwelling units
Current Use: A duplex unit built in 1951

UNIT PRICE: \$91.56 per square foot of land area
\$114,444 per dwelling unit

FINANCING: Cash.

REMARKS: This is a non-waterfront site. The legal density of the site is 9 units.



SALE 7

LAND SALE 8

DATE: April 22, 2015

PRICE: \$1,250,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29588, Page 1890

FOLIO NUMBER: 13-2227-001-3880

GRANTOR: Island Living Company, Inc.

GRANTEE: Nohum Labrowski & Devorah Lahiany

LEGAL: Lot 15, Block 22, **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.

LOCATION: 1125 – 97th Street
Bay Harbor Islands, Florida

SITE DESCRIPTION:

Dimensions: 75 feet x 150 feet
Size: 11,250 Square Feet
0.25 Acres
Zoning: RM-2, Multifamily District
Maximum Legal Density: 9 dwelling units
Current Use: A four unit apartment building built in 1951

UNIT PRICE: \$111.11 per square foot of land area
\$138,889 per dwelling unit

FINANCING: Cash.

REMARKS: This is a non-waterfront site. The legal density of the site is 9 units.



SALE 8

LAND SALE 9

DATE: April 29, 2015

PRICE: \$3,200,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29605, Page 2913

FOLIO NUMBER: 13-2227-001-3890
13-2227-001-3760

GRANTOR: Frieda Liebowitz

GRANTEE: Elyse Homes, LLC

LEGAL: Lots 1 & 16, Block 22, **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.

LOCATION: 9720 Bay Harbor Terrace
Bay Harbor Islands, Florida

SITE DESCRIPTION:

Dimensions: 75 feet x 300 feet
Size: 22,500 Square Feet
0.52 Acres

Zoning: RM-2, Multifamily District

Maximum Legal Density: 18 dwelling units

Current Use: Two apartment buildings with 12 units built in 1952

UNIT PRICE: \$142.22 per square foot of land area
\$177,778 per dwelling unit

FINANCING: Cash.

REMARKS: This is a non-waterfront site. The legal density of the site is 18 units. The site is the end of a block..



SALE 9

LAND SALE 10

DATE: June 23, 2015

PRICE: \$1,250,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29677, Page 2973

FOLIO NUMBER: 13-2227-001-3150

GRANTOR: Leonora Blanco

GRANTEE: 1130 93 St, LLC

LEGAL: Lot 3, less the North 11 feet, Block 17, **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.

LOCATION: 1130 – 93rd Street
Bay Harbor Islands, Florida

SITE DESCRIPTION:

Dimensions: 75 feet x 139 feet
Size: 10,425 Square Feet
0.24 Acres

Zoning: RM-2, Multifamily District

Maximum Legal Density: 8 dwelling units

Current Use: A four unit apartment building built in 1955

UNIT PRICE: \$119.90 per square foot of land area
\$156,250 per dwelling unit

FINANCING: Cash.

REMARKS: This is a non-waterfront site. The legal density of the site is eight units.



SALE 10

LAND SALE MAP



LAND SALE MAP



SUMMARY OF LAND SALES

CHARACTERISTIC	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
DATE OF SALE	3/8/13	3/15/13	10/3/14	12/8/14	12/18/14
SALE PRICE	\$5,000,000	\$6,200,000	\$1,100,000	\$2,250,000	\$1,200,000
O.R. BOOK/PAGE	28562/1188	28591/4567	29339/3874	29445/2763	29440/3591
ADDRESS	9960 W. Bay Harbor Drive	9450 W. Bay Harbor Drive	1170 – 101 Street	1145 – 102 Street	9890 E. Bay Harbor Drive
LAND SIZE (SF)	33,750	31,141	11,250	22,500	10,875
LAND SIZE (ACRES)	0.77	0.71	0.26	0.52	0.25
ZONING	RM-1	RM-1	RM-2	RM-2	RM-2
MAXIMUM DENSITY	60	96	9	18	9
CURRENT USE	Vacant	Vacant	House	House	Duplex
WATERFRONT	Yes	Yes	No	No	No
PRICE PAID/SF	\$148.15	\$199.09	\$97.78	\$100.00	\$110.34
PRICE PAID/UNIT	\$83,333	\$64,583	\$122,222	\$125,000	\$133,333

SUMMARY OF LAND SALES

CHARACTERISTIC	SALE 6	SALE 7	SALE 8	SALE 9	SALE 10
DATE OF SALE	1/15/15	4/15/15	4/22/15	4/29/15	6/4/15
SALE PRICE	\$2,300,000	\$1,030,000	\$1,250,000	\$3,200,000	\$1,250,000
O.R. BOOK/PAGE	29466/3516	29581/1255	29588/1890	29605/2913	29677/2972
ADDRESS	1150 - 102 Street	1100 – 101 Street	1125 – 97 Street	9720 Bay Harbor Terrace	1130 – 93 Street
LAND SIZE (SF)	22,500	11,250	11,250	22,500	10,245
LAND SIZE (ACRES)	0.52	0.25	0.25	0,52	0.24
ZONING	RM-2	RM-2	RM-2	RM-2	RM-2
MAXIMUM DENSITY	18	9	9	18	8
CURRENT USE	Vacant	Duplex	Apartment	Apartments	Apartments
WATERFRONT	No	No	No	No	No
PRICE PAID/SF	\$102.22	\$91.56	\$111.11	\$142.22	\$119.90
PRICE PAID/UNIT	\$127,778	\$114,444	\$138,889	\$177,778	\$156,250

ANALYSIS OF LAND SALES

The land sales range in unit price from \$91.56 to \$199.09 per square foot of land area. The prices per dwelling unit range from \$64,583 to \$156,250. The sales range in time from March of 2013 to June of 2015.

Property Rights

The fee simple interest is the property right of the subject property being valued. The comparable sales involved the same type of property rights.

Financing

The financing of the sales does not indicate any adjustments of their prices for favorable/below market financing.

Conditions of Sale

All of the sales were arm's-length transactions. An arm's-length transaction is defined as a transaction freely arrived at in the open market unaffected by abnormal pressure or by the absence of normal competitive negotiation as might be true in the case between related parties.

Date of Sale (Market Conditions)

The sales occurred between March of 2013 and June of 2015. An upward trend in price is evident in this market area over this time period.

Location

The subject property is located on an island between the mainland of Florida and Miami Beach known as Bay Harbor Islands. The sale sites are similarly located in Bay Harbor Islands. The locations of the sale sites are considered similar to the location of the subject.

Land Size

The sale sites range in size from 10,875 to 33,750 square feet. The sizes of the sale sites do not appear to affect the unit prices.

Zoning

The subject is zoned for multiple family residential usage. The sale sites all are zoned for multiple family use. The zoning of the sale sites is similar to the zoning of the subject site.

Conclusion

The land sales range in unit price from \$91.56 to \$199.09 per square foot of land area.

Two conclusions can be drawn from an analysis of the sales. Firstly, sales of waterfront sites indicate higher unit prices than sales of non-waterfront sites. Secondly, there has been an upward trend in sale prices since 2013.

The correlation between the price per dwelling unit of the land sales and the value of a Transferable Development Right is not direct. The land of development site includes land area required for parking and landscaped open space. Therefore, the value of a Transferable Development Right should be less than the value per dwelling unit of land site.

While Transferable Development Rights increase the maximum density of a site, the application of Transfer Development Right dwelling units to a site does not increase the land size of the site. Since the land which can be used for parking and other accessory uses remains the same as the maximum density of the site increases, the added value of each subsequent dwelling unit decreases with each added dwelling unit by Transferable Development Rights. The Sale 1 property sold in September of 2012 with the development rights for 26 units at a price equivalent to \$94,231 per dwelling unit and \$72.59 per square foot of land area. After the sale, the buyer acquired 34 TDRs, increasing the density to 60 dwelling units. The property then re-sold in March of 2013 at a price equivalent to \$83,333 per dwelling unit and \$148.15 per square foot of land area. The increase in density through the application of TDRs effectively increased the indicated price per square foot of land area, but decreased the price per dwelling unit.

TDR SALES ANALYSIS

SALES ANALYSIS – TRANSFERRABLE DEVELOPMENT RIGHTS (TDRs)

A value estimate is concluded by comparing the subject TDRs to comparable TDR sales. Generally, the comparable sales are adjusted by time, property, and location to indicate the Market Value of the subject TDRs. This process is known as the Direct Sales Comparison Method.

The Direct Sales Comparison Method is a process of analyzing sales of similar recently sold or under contract TDRs in order to derive an indication of the most probable sales price of the site being appraised. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

The following pages contain sales of similar TDRs which have recently sold or are under contract to sell. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

Various analytical techniques may be used to identify and measure adjustments. The techniques of comparative analysis can be grouped into two categories: quantitative and qualitative.

When quantitative analytical techniques are applied, mathematical processes are used to identify which elements of comparison require adjustment and to measure the amount of these adjustments.

The primary quantitative techniques, **Paired Data Analysis**, is a process in which two or more market sales are compared to derive an indication of the size of the adjustment for a single characteristic. Ideally, the sales being compared will be identical in all respects except for the element being measured.

Although paired data analysis is a theoretically sound method, it is sometimes impractical because only a narrow sampling of sufficiently similar properties may be available and it is difficult to quantify the adjustments attributable to all the variables.

The primary qualitative techniques, **Relative Comparison Analysis**, is the study of the relationship indicated by market data without recourse to quantification. This technique is utilized because it reflects the imperfect nature of real estate markets. To apply the technique, the appraisers analyze comparable sales to determine whether the comparables' characteristics are inferior, superior, or equal to those of the subject property.

A search is made of real estate market for all sales within the subject or competitive locations. While many sales were reviewed, the sales contained herein are considered most comparable to the subject properties as to all major factors of comparison.

A detailed breakdown of each sale, a summary of the sales, a sales map and a value conclusion follows herein.

TDR SALE 1

DATE: April 13, 2014

PRICE: \$157,500

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29137, Page 4187

GRANTOR: Claude Rolle, et ux

GRANTEE: 1150 – 101 BH, LLC

DONOR SITE LEGAL: Lot 15, 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.

DONOR SITE LOCATION: 1145 – 101 Street
Bay Harbor Island, Florida

RECEIVER SITE LEGAL: Lot 7, Block 7, **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 LOCATION: 1150 – 101 Street
Bay Harbor Island, Florida

NUMBER OF TDRs: 5

UNIT PRICE: \$31,500 per TDR

REMARKS: The receiver site is a non-waterfront site. The donor site is subject to review and approval by the town for zoning compliance. The sale contract was executed in October of 2013.

TDR SALE 2

DATE: May 30, 2014

PRICE: \$24,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29234, Page 4802

GRANTOR: Morning Star BHI Condominium Association, Inc.

GRANTEE: Bay Village Condos, LLC

DONOR SITE LEGAL: Lots 4 & 5, 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 LOCATION: 1160 – 103 Street
Bay Harbor Island, Florida

RECEIVER SITE LEGAL: Lots 17 & 18, Block 8, **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 LOCATION: 1101 – 99 Street
Bay Harbor Island, Florida

NUMBER OF TDRs: 2

UNIT PRICE: \$12,000 per TDR

REMARKS: The receiver site is a non-waterfront site. The donor site is subject to review and approval by the town for zoning compliance.

TDR SALE 3

DATE: July 24, 2014

PRICE: \$186,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29267, Page 3883

GRANTOR: 9350 Condo Association

GRANTEE: Beau Rivage, LLC

DONOR SITE LEGAL: Lots 11, 12 & 13, Block 8, **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 LOCATION: 9350 West Bay Harbor Island Drive
Bay Harbor Island, Florida

RECEIVER SITE LEGAL: Lot 28, 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 LOCATION: 9781 East Bay Harbor Drive
Bay Harbor Island, Florida

NUMBER OF TDRs: 4

UNIT PRICE: \$46,500 per TDR

REMARKS: The receiver site is a waterfront site. The donor site is subject to review and approval by the town for zoning compliance.

TDR SALE 4

DATE: July 24, 2014

PRICE: \$165,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29288, Page 4929

GRANTOR: 9350 Condo Association

GRANTEE: Furmanos, LLC

DONOR SITE LEGAL: Lots 11, 12 & 13, Block 8, **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 LOCATION: 9350 West Bay Harbor Island Drive
Bay Harbor Island, Florida

RECEIVER SITE LEGAL: Lots 4 & 5, Block 17, **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 LOCATION: 1170 – 93rd Street
Bay Harbor Island, Florida

NUMBER OF TDRs: 4

UNIT PRICE: \$41,250 per TDR

REMARKS: The receiver site is a non-waterfront site. The donor site is subject to review and approval by the town for zoning compliance.

TDR SALE 5

DATE:	December 4, 2014
PRICE:	\$630,000
TYPE INSTRUMENT:	Warranty Deed
RECORDATION:	O. R. Book 29416, Page 1458
GRANTOR:	Town of Bay Harbor Island
GRANTEE:	Bayview 102 Realty, LLC
DONOR SITE LEGAL:	Town of Bay Harbor TDR bank
DONOR SITE LOCATION:	Bay Harbor Island, Florida
RECEIVER SITE LEGAL:	Lots 12 & 13, 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.
RECEIVER SITE LOCATION:	1133 – 102 Street Bay Harbor Island, Florida
NUMBER OF TDRs:	18
UNIT PRICE:	\$35,000 per TDR
REMARKS:	The receiver site is a non-waterfront site. Since the donor site are TDRs from a nonspecific site, the donor site is not subject to review and approval by the town for zoning compliance.

TDR SALE 6

DATE:	February 2, 2015
PRICE:	\$690,000
TYPE INSTRUMENT:	Warranty Deed
RECORDATION:	O. R. Book 29491, Page 2766
GRANTOR:	Town of Bay Harbor Island
GRANTEE:	BH 98, LLC
DONOR SITE LEGAL:	Town of Bay Harbor TDR bank
DONOR SITE LOCATION:	Bay Harbor Island, Florida
RECEIVER SITE LEGAL:	Lots 25 & 26, 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 LOCATION:	9821 East Bay Harbor Drive Bay Harbor Island, Florida
NUMBER OF TDRs:	23
UNIT PRICE:	\$30,000 per TDR
REMARKS:	The receiver site is a waterfront site. Since the donor site are TDRs from a nonspecific site, the donor site is not subject to review and approval by the town for zoning compliance.

TDR SALE 7

DATE: February 11, 2015

PRICE: \$80,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 29508, Page 2940

GRANTOR: 9300 West Bay Harbor Drive Condominium, Inc.

GRANTEE: Island Club Towers, LLC

DONOR SITE LEGAL: Lots 14 & 15, Block 2, **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 LOCATION: 9300 West Bay Harbor Island Drive
Bay Harbor Island, Florida

RECEIVER SITE LEGAL: Lots 19-22, Block 22, **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 LOCATION: 9551 East Bay Harbor Drive
Bay Harbor Island, Florida

NUMBER OF TDRs: 2

UNIT PRICE: \$40,000 per TDR

REMARKS: The receiver site is a waterfront site. The donor site is subject to review and approval by the town for zoning compliance

TDR SALE 8

DATE:	February 17, 2015
PRICE:	\$80,000
TYPE INSTRUMENT:	Warranty Deed
RECORDATION:	O. R. Book 29508, Page 2952
GRANTOR:	Ana G. White, et al
GRANTEE:	Island Club Towers, LLC
DONOR SITE LEGAL:	Lots 14 & 15, Block 2, 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 LOCATION:	9300 West Bay Harbor Drive Bay Harbor Island, Florida
RECEIVER SITE LEGAL:	Lots 19 & 20, Block 1, 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 LOCATION:	9161 East Bay Harbor Drive Bay Harbor Island, Florida
NUMBER OF TDRs:	2
UNIT PRICE:	\$40,000 per TDR
REMARKS:	The receiver site is a waterfront site. The donor site is subject to review and approval by the town for zoning compliance. The sale contract was executed in October of 2013.

TDR SALE 9

DATE:	February 17, 2015
PRICE:	\$344,000
TYPE INSTRUMENT:	Warranty Deed
RECORDATION:	O. R. Book 29508, Page 2763
GRANTOR:	Trio Commons Community Association Inc.
GRANTEE:	Island Towers, LLC
DONOR SITE LEGAL:	Lot 1, Block 8, 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 LOCATION:	9970 East Bay Harbor Island Drive Bay Harbor Island, Florida
RECEIVER SITE LEGAL:	Lots 19-22, Block 22, 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 LOCATION:	9551 East Bay Harbor Drive Bay Harbor Island, Florida
NUMBER OF TDRs:	8
UNIT PRICE:	\$43,000 per TDR
REMARKS:	The receiver site is a waterfront site. The donor site is subject to review and approval by the town for zoning compliance.

TDR CONTRACT 1

CONTRACT DATE:	March 15, 2015
PRICE:	\$237,500
GRANTOR:	Town of Bay Harbor Island
GRANTEE:	JCG Bay Harbor, LLC
DONOR SITE LEGAL:	Town of Bay Harbor TDR bank
DONOR SITE LOCATION:	Bay Harbor Island, Florida
RECEIVER SITE LEGAL:	Lots 3 & 4, Block 1, 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 LOCATION:	9521 East Bay Harbor Drive Bay Harbor Island, Florida
NUMBER OF TDRs:	5
UNIT PRICE:	\$47,500 per TDR
REMARKS:	The receiver site is a waterfront site. Since the donor site are TDRs from a nonspecific site, the donor site is not subject to review and approval by the town for zoning compliance.

TDR CONTRACT 2

CONTRACT DATE:	July 15, 2015
PRICE:	\$95,000
GRANTOR:	Town of Bay Harbor Island
GRANTEE:	Global Reach Investments, LLC
DONOR SITE LEGAL:	Town of Bay Harbor TDR bank
DONOR SITE LOCATION:	Bay Harbor Island, Florida
RECEIVER SITE LEGAL:	Lot 16, Block 2, 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 LOCATION:	9290 West Bay Harbor Drive Bay Harbor Island, Florida
NUMBER OF TDRs:	2
UNIT PRICE:	\$47,500 per TDR
REMARKS:	The receiver site is a waterfront site. Since the donor site are TDRs from a nonspecific site, the donor site is not subject to review and approval by the town for zoning compliance.

TDR CONTRACT 3

DATE: July 15, 2015

PRICE: \$95,000

GRANTOR: TPCP Corp.

GRANTEE: Verzaca Group

DONOR SITE LEGAL: Lots 17 & 18, 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.

DONOR SITE LOCATION: 10001 East Bay Harbor Island Drive
Bay Harbor Island, Florida

RECEIVER SITE LEGAL: Lots 7 & 8, 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.

RECEIVER SITE LOCATION: 1150 - 102nd Street
Bay Harbor Island, Florida

NUMBER OF TDRs: 4

UNIT PRICE: \$52,000 per TDR

REMARKS: The receiver site is a dry site. The donor site is a waterfront site. The donor site is subject to review and approval by the town for zoning compliance.

TDR CONTRACT 4

DATE: July 15, 2015

PRICE: \$95,000

GRANTOR: TPCP Corp.

GRANTEE: Verzaca Group

DONOR SITE LEGAL: Lots 17 & 18, 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.

DONOR SITE LOCATION: 10001 East Bay Harbor Island Drive
Bay Harbor Island, Florida

RECEIVER SITE LEGAL: Lots 7 & 8, 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.

RECEIVER SITE LOCATION: 1150 - 102nd Street
Bay Harbor Island, Florida

NUMBER OF TDRs: 4

UNIT PRICE: \$52,000 per TDR

REMARKS: The receiver site is a dry site. The donor site is a waterfront site. The donor site is subject to review and approval by the town for zoning compliance.

TDR CONTRACT 5

DATE: August 26, 2015

PRICE: \$325,000

GRANTOR: 9201 WBH, LLC

GRANTEE: Island Club Towers, LLC

DONOR SITE LEGAL: Lot 7, Block 17, **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 LOCATION: 9201 East Bay Harbor Island Drive
Bay Harbor Island, Florida

RECEIVER SITE LEGAL: Lots 19-21, Block 1, **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 LOCATION: 9161 East Bay Harbor Island Drive
Bay Harbor Island, Florida

NUMBER OF TDRs: 5

UNIT PRICE: \$65,000 per TDR

REMARKS: The receiver site is a waterfront site. The donor site is a waterfront site. The donor site is subject to review and approval by the town for zoning compliance.

SUMMARY OF TDR SALES

CHARACTERISTIC	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5	SALE 6
DATE OF SALE	4/13/14	5/30/14	7/24/14	7/24/14	12/4/14	2/2/15
SALE PRICE	\$157,500	\$24,000	\$186,000	\$165,000	\$630,000	\$690,000
O.R. BOOK/PAGE	29137/4187	29234/4802	29267/3883	29288/4929	29416/1458	29491/2766
SELLER	Claude Rolle, et al	Morning Star BHI Condo Assoc.	9350 Condo Assoc.	9350 Condo Assoc.	Town of Bay Harbor Islands	Town of Bay Harbor Islands
BUYER	1150 -101 BH, LLC	Bay Village Condos LLC	Beau Rivage, LLC.	Furmanos, LLC	Bayview 102 Realty, LLC	BH 98, LLC
DONOR ADDRESS	1145- 101 Street	1160 – 103 St.	9350 W. Bay Harbor Dr.	9350 W. Bay Harbor Dr.	Bay Harbor Island TDR Bank	Bay Harbor Island TDR Bank
RECEIVER ADDRESS	1150 – 101 Street	9540 W. Bay Harbor Dr.	9781 E. Bay Harbor Dr.	1170 – 93 Street	1135 – 102 Street	9821 E. Bay Harbor Dr.
WATERFRONT	No	Yes	Yes	Yes	No	Yes
NUMBER OF TDRs	5	2	4	4	18	41
PRICE PAID/TDR	\$31,500	\$12,000	\$46,500	\$41,250	\$35,000	\$30,000
ADJUSTMENTS						
PROPERTY RIGHTS	=	=	=	=	=	=
FINANCING	=	=	=	=	=	=
MARKET CONDITIONS	+	+	+	+	+	+
CONDCTIONS OF SALE	=	=	=	=	=	=
LOCATION	=	=	=	=	=	=
TOTAL ADJUSTMENTS	+	+	+	+	+	+

SUMMARY OF TDR SALES

CHARACTERISTIC	SALE 7	SALE 8	SALE 9	SALE 10	SALE 11
DATE OF SALE	2/11/15	2/17/15	2/17/15	3/2/15	6/8/15
SALE PRICE	\$80,000	\$80,000	\$344,000	\$540,000	\$105,000
O.R. BOOK/PAGE	29508/2940	29508/2952	29508/2763	29524/204	29647/4348
SELLER	9300 W. Bay Harbor Drive Condo. Inc.	Ana G. White, et al	Trio Commons Community Assoc. Inc.	Jonathan Lynn, et al	Town of Bay Harbor Islands
BUYER	Island Club Towers, LLC	Island Club Towers, LLC	Island Towers, LLC	BH South Island, LLC	1150-101 BH, LLC
DONOR ADDRESS	9300 W. Bay Harbor Dr.	9300 W. Bay Harbor Dr.	9970 E. Bay Harbor Dr.	1135 – 99 Street	Bay Harbor Island TDR Bank
RECEIVER ADDRESS	9551 E. Bay Harbor Dr.	9161 E. Bay Harbor Dr.	9551 E. Bay Harbor Dr.	9525 E. Bay Harbor Dr.	1150 – 101 St.
WATERFRONT	Yes	Yes	Yes	Yes	No
NUMBER OF TDRs	2	2	9	18	3
PRICE PAID/TDR	\$40,000	\$40,000	\$43,000	\$30,000	\$35,000
ADJUSTMENTS					
PROPERTY RIGHTS	=	=	=	=	=
FINANCING	=	=	=	=	=
MARKET CONDITIONS	+	+	+	+	+
CONDITONS OF SALE	=	=	=	=	=
LOCATION	=	=	=	=	=
TOTAL ADJUSTMENTS	+	+	+	+	+

SUMMARY OF TDR CONTRACTS

CHARACTERISTIC	CONTRACT 1	CONTRACT 2	CONTRACT 3	CONTRACT 4	CONTRACT 5
DATE OF CONTRACT	3/25/15	7/16/15	7/20/15	7/20/15	8/25/15
SALE PRICE	\$237,500	\$95,000	\$208,000,000	\$208,000,000	\$325,000
SELLER	Town of Bay Harbor Islands	Town of Bay Harbor Islands	TPCP Corp.	TPCP Corp.	9201 WBH, LLC
BUYER	JCG Bay Harbor, LLC	Global Reach Investments, LLC	Verzasca Group	Verzasca Group	Island Club Towers, LLC
DONOR ADDRESS	Bay Harbor Island TDR Bank	Bay Harbor Island TDR Bank	10001 E. Bay Harbor Dr.	10001 E. Bay Harbor Dr.	9201 W. Bay Harbor Dr.
RECEIVER ADDRESS	9521 E. Bay Harbor Dr.	9290 W. Bay Harbor Dr.	1150 – 102 St.	1150 – 102 St.	9161 E. Bay Harbor Dr..
WATERFRONT	Yes	Yes	No	No	Yes
NUMBER OF TDRs	5	2	4	4	5
PRICE PAID/TDR	\$47,500	\$47,500	\$52,000	\$52,000	\$65,000
ADJUSTMENTS					
PROPERTY RIGHTS	=	=	=	=	=
FINANCING	=	=	=	=	=
MARKET CONDITIONS	+	=	=	=	=
CONDCTIONS OF SALE	=	=	=	=	=
LOCATION	=	=	=	=	=
TOTAL ADJUSTMENTS	+	=	=	=	=

ANALYSIS OF TDR SALES

The Transferrable Development Rights (TDR) sales range in unit price from \$12,000 to \$46,500 per unit. The sales range in time from April of 2014 to June of 2015. Pending sales contracts for TDRs range in unit price from \$47,500,000 to \$62,500 per unit. The pending sales contracts range in time from March of 2015 to August of 2015

Property Rights

The fee simple interest is the property right of the subject property being valued. The comparable sales involved the same type of property rights.

Financing

The financing of the sales does not indicate any adjustments of their prices for favorable/below market financing.

Conditions of Sale

All of the sales were arm's-length transactions. An arm's-length transaction is defined as a transaction freely arrived at in the open market unaffected by abnormal pressure or by the absence of normal competitive negotiation as might be true in the case between related parties.

Date of Sale (Market Conditions)

The sales occurred between April of 2014 and June of 2015. The unit prices of the TDRs require upward adjustments to reflect the increasing market conditions indicated by the fee simple land sales analyzed earlier in this report. The pending sale contracts were negotiated in the past. The transactions are not closed until the property owner files for a building permit with the city.

Location

The subject property is located in the Town of Bay Harbor Islands, islands between the mainland of Florida and Miami Beach. The comparable sales are also located in Town of Bay Harbor Islands. The locations of the sales are considered similar to the location of subject.

A search for sales of TDRs in other municipalities in Miami-Dade County was conducted. However, the TDRs in most of the other municipalities in the county provide added density through buildable square footage instead of residential units. Therefore, sales from other municipalities in the county would not be directly comparable to the subject TDRs.

Conclusion

The TDR sales range in unit price from \$12,000 to \$46,500 per TDR. Pending sales contracts for TDRs range in unit price from \$47,500 to \$62,500 per unit.

The unit prices of most of the sales are considered lower limits of the current value for the subject TDRs. The sales were previously negotiated in 2013. As stated previously, the land sales in the Town of Bay Harbor Islands indicate an upward trend in sale prices. The current value of TDRs in the Town of Bay Harbor Islands should similarly reflect an increase in prices. Furthermore, the Town of Bay Harbor Islands has a limited number of TDRs to sell. After the completion of the transactions for the pending TDR sales, the town TDR bank will only have 134 TDRs remaining available. Therefore, as the number of available TDRs becomes less, scarcity should cause the value of the TDRs to increase.

The unit prices of all of the sales, are considered lower limits of the current value for the subject TDRs. The Sales range in price per TDR \$12,000 to \$46,500 per TDR. The pending sales contracts from \$47,500 to \$62,500 per unit. The pending sales contracts indicate a significant upward trend in price.

The pending sales contracts also indicate that sales of waterfront TDRs are higher than sales of non-waterfront TDRs. TDRs in the Town of Bay Harbor Island can be applied to waterfront or inland receiver sites. Sales of waterfront apartment units historically rent and sell at higher prices than inland apartment units due to waterfront amenities such as views and boat access. As indicated by the land sales analyzed previously in this report, waterfront land sites usually sell at a higher price per square foot of land area and price per dwelling unit. Therefore, logically, TDRs applied to waterfront sites would sell at a higher price than TDRs applied to inland sites.

Based on the above analysis of the sales and pending sales contracts of TDRs located in the Town of Bay Harbor Island, it is estimated that the TDRs for non-waterfront lots in the Town of Bay Harbor Islands have a value of \$52,000 per dwelling unit and the TDRs for waterfront lots in the Town of Bay Harbor Islands have a value of \$62,500 per dwelling unit.

NON-WATERFRONT TRANSFERABLE DEVELOPMENT RIGHT VALUE INDICATION: \$52,000/UNIT

WATERFRONT TRANSFERABLE DEVELOPMENT RIGHT VALUE INDICATION: \$62,500/UNIT

ADDENDA

ASSUMPTIONS AND LIMITING CONDITIONS

This Appraisal Report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. If no survey has been furnished to the appraisers, all measurements have been confirmed either in the field, in the plat book or by other reliable sources and are presumed to be accurate.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the Appraisal Report.
9. It is assumed, unless a study has been provided otherwise, that no hazardous material such as asbestos, urea formaldehyde or other toxic waste exists in the property. The existence of a potentially hazardous material could have a significant effect on the value of the property.

10. In reference to proposed construction, the real estate taxes and other expenses are estimated. These amounts are not guaranteed.
11. It is assumed in the valuation of the subject land site, unless a compliance letter has been furnished to us, that the State of Florida Growth Management Act does not prevent the issuance of a building permit.
12. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
13. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted in the report.

This Appraisal Report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation of this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with proper written qualification and only in its entirety.
3. The appraisers herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraisers.

QUALIFICATIONS OF THE APPRAISER

THOMAS F. MAGENHEIMER

Experience:

11/84 - Present	QUINLIVAN APPRAISAL, P.A. 7300 North Kendall Drive, Suite 530 Miami, Florida
1/2007 – Present	President T. F. MAGENHEIMER APPRAISAL, INC. 7300 North Kendall Drive, Suite 530 Miami, Florida

Education:

University of Richmond, Richmond, Virginia
BA - Bachelor of Arts in History (1982)

Professional Affiliations:

Member of the Appraisal Institute (MAI No. 09166)
Real Estate Salesman - State of Florida - Certificate m 0344882
Certified General Appraiser, State of Florida, License m RZ0000553
Member Sigma Alpha Epsilon Fraternity

Qualified as an Expert Witness in the Following Courts:

Miami-Dade County Circuit Court
Broward County Circuit Court
United States Bankruptcy Court

Other Activities:

Admissions Committee - South Florida-Caribbean Chapter of the Appraisal Institute - (1992 - 1993)
Newsletter Editor - South Florida-Caribbean Chapter of the Appraisal Institute - (1991 - 1995)
President - South Florida-Caribbean Chapter of the Appraisal Institute - (1996)
Board of Trustees - Palmer-Trinity School (1989 - 1993)

Institutions and Corporations:

AT&T
Archdiocese of Miami
Atlantic Security Bank
The Bank of America
Bank United
Barry University
Bessemer Trust Company
California Bank and Trust
Chevron Oil Company
Chase Manhattan Bank
Chemical Bank
Citibank
Citrus Bank
City National Bank of Miami
Coamerica Bank
Coconut Grove Bank
Commerce Bank
Commercial Bank of Florida
Consolidated Bank
Colonial Bank
County National Bank
Eagle National Bank
Eastern National Bank
Equitable Bank
Espirito Santo Bank
Farm Credit of South Florida
Fidelity Bank
First International Bank
First National Bank of South Miami
Florida International University
First Nationwide Bank
Florida Memorial College
Florida Power and Light Company
Florida Rock Industries
Great Eastern Bank of Florida
Greyhound Lines
HSBC
Hemisphere National Bank
Intercontinental Bank
International Bank of Miami, N.A.
Jefferson Bank
LaSalle National Bank

Marine Midland Bank
McDonalds Corp.
Mellon United National Bank
Metro Bank
Miami-Dade County Community College
Miami-Dade Water and Sewer Authority
Northern Trust Bank of Florida
Ocean Bank
Pacific National Bank
Pan American Bank
Pointe Bank
Shell Oil Company
South Trust Bank
SunTrust Bank
TotalBank
Trade National Bank
Trust for Public Lands
UniBank
Union Planters National Bank
University of Miami
Wachovia
Wal-Mart
YMCA

Governmental Agencies:

City of Aventura
City of Coral Gables
City of Hialeah
City of Miami
City of Miami Parking Authority
City of Miami Beach
City of Miramar
City of North Bay Village
City of North Miami Beach
City of South Miami
City of Sunny Isles Beach
Miami-Dade County Aviation Department
Miami-Dade County Department of Development & Facilities Management
Miami-Dade County HUD
Miami-Dade County Property Appraisal Adjustment Board
Miami-Dade County Public Schools
Miami-Dade County Public Works Department
Miami-Dade County Transportation Administration

Miami-Dade Water & Sewer Department
South Florida Water Management District
State of Florida, Attorney General's Office
State of Florida, Department of Community Affairs
State of Florida, Department of Corrections
State of Florida, Department of Environmental Protection
State of Florida, Department of Insurance
State of Florida, Department of Rehabilitation and Liquidation
State of Florida, Department of Transportation
Town of Golden Beach
United States Army Corps of Engineers
United States Department of Justice
United States Department of Commerce
United States Department of the Interior
United States General Services Administration
Village of Islamorada
Village of Key Biscayne
Village of Pinecrest

Law Firms:

Akerman Senterfitt
Greenberg, Traurig
Daniels, Kashton, Downs and Robertson
Holland and Knight, LLP
Shutts & Bowen
Ruden McClosky, LLP
Steel, Hector & Davis, LLP
Weiss, Serota, Helfman, Pastoriza, Guedes, Cole and Boniske, P.A.

Types of Properties Appraised:

Single Family Residences	Vacant Land
Apartment Buildings	Hotel/Motels
Office Buildings	Warehouses
Retail Stores	Nursing Homes
Shopping Centers	Mobile Home Parks
Condominium Apartment Buildings	Schools
Golf Courses	Service Stations
Residential Subdivisions	Marinas
Automobile Dealerships	Wetlands

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a Mutual Aid Agreement between the Town of Bay Harbor Islands and Miami-Dade County Police Department. Enclosed find a copy of the agreement.

DESCRIPTION:

The Mutual aid agreement would provide for the requesting and rendering of assistance for both routine and law enforcement intensive situation. The agreement would also combine the elements of both voluntary and cooperation agreement.

The agreement shall become effective on the date of execution by all parties, and will expire January 1st, 2025.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Linda Presendieu, Administrative Assistant

ATTACHMENTS

1.	Mutual Aid Agreement	Mutual Aid Agreement 2015 Miami-Dade Conuty.pdf
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**LAW ENFORCEMENT MUTUAL AID AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
THE TOWN OF BAY HARBOR ISLANDS
FOR VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE**

WHEREAS, it is the responsibility of the government of Miami-Dade County, Florida, and the subscribing municipality to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, that will require coordinated law enforcement efforts to ensure that preparations of this County will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County; and

WHEREAS, in order to ensure that law enforcement agencies are prepared to competently address any and all conditions as they arise to protect the public peace and safety of Miami-Dade County citizens, it is in the best interests of the community and law enforcement for police agencies to engage in mutual aid; and

WHEREAS, the subscribing law enforcement agencies have the authority under Florida Statutes Chapter 23, Part I, *Florida Mutual Aid Act*, and under Florida Statutes Section 316.640, *Enforcement*, to enter into a Mutual Aid Agreement,

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned municipality, in consideration

for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE AND TERMS

A. Short title: Mutual Aid Agreement

B. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Part I, Florida Statutes.

C. Definitions:

1. Chief Executive Official: Either the Mayor of Miami-Dade County, or the Chief Executive Official of the participating municipality, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each entity.
2. Agency Head: Either the Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the municipal law enforcement agency, or the Chief's designee.
3. Participating law enforcement agency: The police department of any law enforcement agency in Miami-Dade County, Florida, that has approved and executed this Agreement.
4. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION II. PROCEDURES

A. Operations:

1. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.
2. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which necessitated the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
3. The Agency Heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel, equipment, facilities, and other resources and services provided pursuant to this Agreement to the providing agency.

B. Powers, Privileges, Immunities, and Costs:

1. All employees of the participating law enforcement agency, including certified law enforcement employees, during such time that said employees are

actually providing aid outside of the jurisdictional limits of their employing agency pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of this Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the jurisdiction in which they are normally employed.

2. The political subdivision having financial responsibility for the participating law enforcement agency providing personnel, equipment, facilities, and other resources and services pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
3. The political subdivision having financial responsibility for the participating law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
4. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such

agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

- C. Indemnification: Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.
- D. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Section 932.701 et. seq., Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating law enforcement agency must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property,

including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to settle, pursuant to the provisions of the Florida Contraband Forfeiture Act.

- E. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Part I, Florida Statutes.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

- A. Command: The personnel, equipment, facilities, and other resources and services that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.
- B. Conflicts: Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.
- C. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Director or Chief of Police, or his/her designee, of the agency employing the officer who is the subject of the complaint, shall be responsible for the investigation of the complaint.

The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation, and;
4. The identity of the employee accused.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION IV. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

- A. A deputy sheriff or police officer of either participating law enforcement agency shall be considered to be operating under the provisions of this Mutual Aid Agreement when participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- B. In compliance with and under the authority of this Mutual Aid Agreement, entered into by Miami-Dade County and the participating municipality, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and

rendered regarding police operations pursuant to the Agreement. The list includes, but is not necessarily limited to, dealing with the following:

1. Voluntary:

- a. Joint multi-jurisdictional criminal investigations.
- b. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
- c. Joint training in areas of mutual need.
- d. Off-duty special events.
- e. Joint multi-jurisdictional marine interdiction operations.
- f. Security and escort duties for dignitaries.

2. Operational:

- a. Hostage and barricaded subject situations, and aircraft piracy.
- b. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
- c. Enemy attack.
- d. Transportation of evidence requiring security.
- e. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- f. Any natural, technological, or manmade disaster. Emergency situations in which one agency cannot perform its functional objective.
- g. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special

Response Teams, bomb, crime scene, marine patrol, and police information.

- h. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- i. Terrorist activities including, but not limited to, acts of sabotage.
- j. Escapes from or disturbances within detention facilities.

SECTION V. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply to situations requiring operational assistance:

- A. Mutual aid requested or rendered will be approved by the Director or the Chief of Police, or their designees.
- B. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
- C. Communications instructions will be included in each request for mutual aid. The Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
- D. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

SECTION VI. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating law enforcement agency and the Miami-Dade Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs A. and B. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- A. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County for arrests made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction; for example, to or from court, provided that, in the context of this Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This Agreement excludes those areas within the territorial limits of any municipality not participating in Mutual Aid with Miami-Dade County, and in any areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.
- B. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County, for arrests made pursuant to the laws of arrest of persons identified as a result of investigations of any offense

constituting a felony or any act of domestic violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the jurisdiction of the agency employing the arresting officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public. Authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, participating agency officers may execute search warrants outside the jurisdiction of their employing municipality for offenses which occurred in their jurisdiction. Participating agency officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within the territorial limits of any municipality not participating in mutual aid with Miami-Dade County, and in any areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.

- C. Prior to any officer taking enforcement action pursuant to either paragraph A. or B. above, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to paragraph A. above shall be processed and coded pursuant to directions of the Clerk of the Court, in such

manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

D. Special Provisions for Concurrent Jurisdiction:

1. Joint enforcement of all laws in an area to be hereinafter designated as the Joint Community Marine Protection Area (JMPA). The JMPA shall consist of the unincorporated waterways surrounded by, in general: Sunny Isles; Surfside; Bay Harbor Islands; North Miami and the Intracoastal Waterway; Miami Shores; Miami Beach; and, an east-west line in the Atlantic Ocean parallel to the southerly line of Broward County, Florida.

E. General Requirements:

1. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
2. Concurrent law enforcement jurisdiction pursuant to this Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
3. Officers shall not conduct routine patrol activities outside of their jurisdiction.
4. Reports of any action taken pursuant to this Agreement shall be faxed to the agency head of the agency within whose jurisdiction the action was taken, as soon as possible after the action.
5. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
6. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes

place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

SECTION VII. EFFECTIVE DATE AND TERM OF AGREEMENT

This Mutual Aid Agreement shall become effective on the date of execution by all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2025. This Mutual Aid Agreement may be renewed in writing by the Agency Head and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to extend this Agreement. This Agreement may be formally renewed for a maximum of three (3) additional successive ten (10) year terms. This Agreement may not be amended or modified except in writing signed and duly executed by the parties. Any modifications or amendments to this Agreement require County Commission approval via the County's legislative process.

SECTION VIII. CANCELLATION

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other participating law enforcement agency. Cancellation will be at the discretion of the Agency Heads and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

AGREED TO AND ACKNOWLEDGED this 26 day of March, 2015,

MIAMI-DADE COUNTY

for 

Carlos A. Gimenez, Mayor



J.D. Patterson, Director
Miami-Dade Police Department

ATTEST:



Harvey Ruvlin, County Clerk
Miami-Dade County, Florida



APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:



R. A. Cuevas, Jr., County Attorney
Miami-Dade County, Florida

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

TOWN OF BAY HARBOR ISLANDS

Ronald J. Wasson, Town Manager Date

Sean Hemingway, Chief Date
Bay Harbor Islands Police Department

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a proposal for Insurance (General liability, Professional, Automobile, Property and Workers' Compensation) from Preferred Governmental Insurance Trust for the fiscal years 2015/2016 and 2016/2017 in the amount of \$241,541 first year premium. Enclosed is a memorandum with detailed information from Alan Short, Finance Director.

DESCRIPTION:

The Preferred Governmental Insurance Trust (PGIT) quoted premium is lower than the Florida Municipal Insurance Trust (FMIT) quote by \$38,296. PGIT offers a two year rate lock; the second year premium will be at the same rates with the total subject to changes in covered properties, payrolls, and any change in the published NCCI experience modification factor for the Town.

Staff recommends the much lower premium and two-year rate lock proposal from Preferred Governmental Insurance Trust with a first year premium of \$241,541.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

The first year premium is in the amount \$241,541.

BUDGET IMPACT:

Submitted By: Alan Short, Finance Director

ATTACHMENTS

1.	proposal	Insurance Recommendation .pdf
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TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: AUGUST 26, 2015
TO: MAYOR AND TOWN COUNCIL
THROUGH: RONALD J. WASSON, TOWN MANAGER
FROM: ALAN K. SHORT, FINANCE DIRECTOR
RE: PROPERTY, LIABILITY, & WORKERS' COMPENSATION INSURANCE FOR 2015/2016

We received proposals from our current insurer, the Florida Municipal Insurance Trust (Florida League of Cities) and Preferred Governmental Insurance Trust. These are the only insurance providers that offer comprehensive coverage (including property, liability, and workers' compensation insurance) to Florida local governments.

	<u>Expiring League</u>	<u>Proposed League</u>	<u>Proposed PGIT</u>
Workers' Compensation	\$ 72,486	\$ 70,687	\$ 59,785
Property, Liability, and Automobile	206,574	227,036	181,756
Return of Premium on Renewal	(20,897)	(17,885)	
	\$ 258,163	\$ 279,837	\$ 241,541

The Preferred Governmental Insurance Trust quoted premium is lower than the FMIT (League of Cities) quote by \$38,296. Also, PGIT offers a two-year rate lock; the second year's premium will be at the same rates subject only to changes in covered property, payrolls, and the published NCCI workers' compensation experience modification factor. We have been well served by both insurers in the past. Given the much lower premium and two-year rate lock, acceptance of the Preferred Governmental Insurance Trust proposal with a two-year rate lock and a first year premium in the amount of \$241,541 is recommended. Approval should be by a polled vote.

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a construction trailer to be located at 1133-35 102nd Street as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed find the supporting documents submitted in connection with this request.

DESCRIPTION:

The applicant request approval of a construction trailer to be located at 1133-35 102nd Street. The proposed office trailer is a compact model 8' X 20' with approximately 160 square feet.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Trailer Specs	824 OfficeTrailer-.pdf
2.	Trailer location	Trailer- plans.pdf



ACTON MOBILE

Office Trailer Model 824

8' x 20'



Office Trailer Model 824

The compact model 824 provides economical use of space.

Building Size: 8' x 20' - 160 SF
(nominal)

Interior Finish

- Paneled walls
- Vinyl or tile floors

Electric

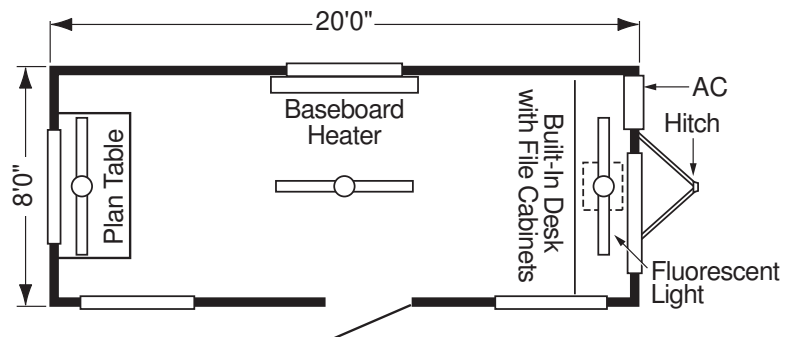
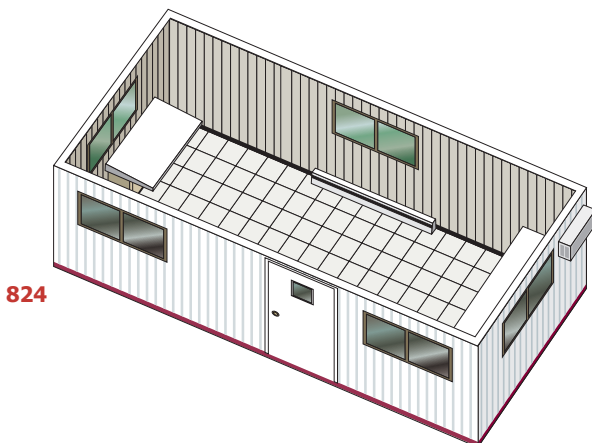
- Fluorescent lights
- Breaker panel

Windows/Doors

- Horizontal slider windows
- Doors with locking hardware

Heating and Air Conditioning

- Individual A/C and baseboard heat

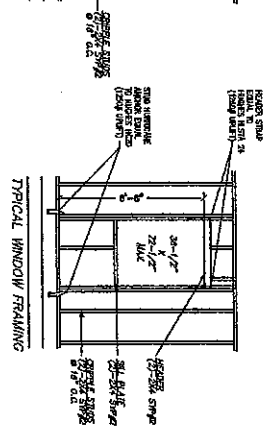


Dotted lines indicate optional interior configuration. Models shown with optional/extra accessories.

ActonMobile.com ■ 800-251-1600



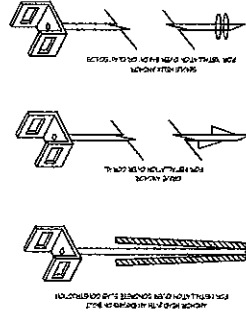
ELECTRICAL PANEL "A" SIZING			
DISCREPANCY:			
	400A RW 5' x 180" S/L 1.20	1.20	1.20
	7 RECEPTS 3" 1/4" V/1" 1.20	1.20	1.20
	1 EMBARK WATER TIGHTER 6.5	6.5	6.5
	1 EMBARK WATER TIGHTER 6.5	6.5	6.5
	HVAC 1" 1/4" V/1" 1.20	1.20	1.20
	HVAC 1" 1/4" V/1" 1.20	1.20	1.20
	OTHER 4.00	4.00	4.00
	TOTAL 120.00	120.00	120.00
	TOTAL 120.00	120.00	120.00
	PANEL 120 AMP PANEL 120 240V 10		



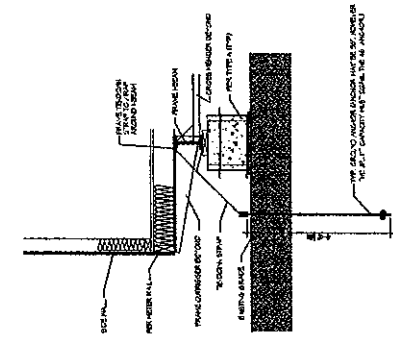
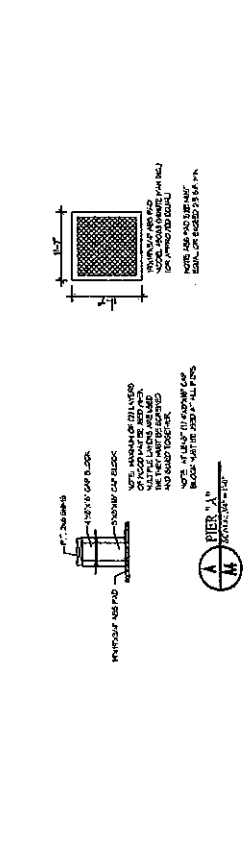
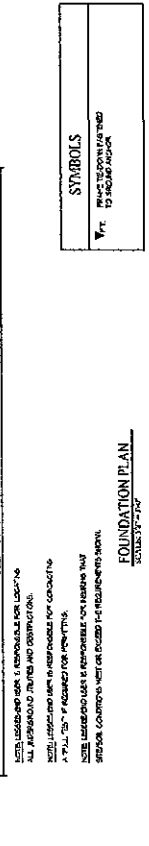
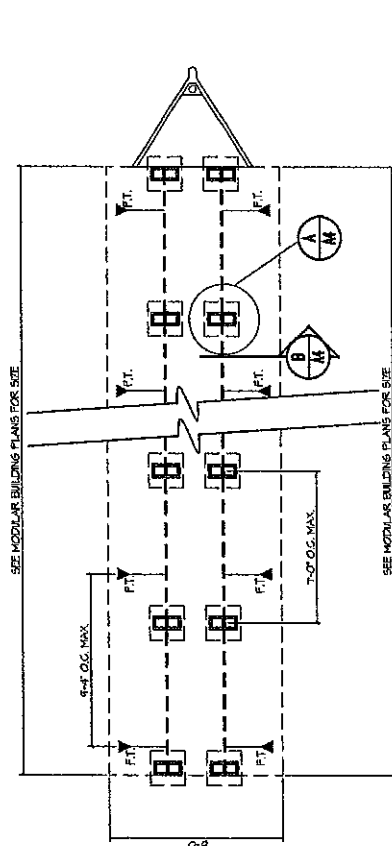
FBC 5th EDITION (2014)	
COMPLIANCE STATEMENT:	
1. BASIS AND SPEED: SEE ANCHOR SCHEDULE	
2. PRODUCT: SEE ANCHOR SCHEDULE	
3. PRODUCT: SEE ANCHOR SCHEDULE	
4. INTERNAL TENSILE CRACK: 0.18	

GENERAL NOTE	
STANDARD PLATES ARE NOT REQUIRED WITH ANCHORS THAT MAY BE USED IN ANY OF THE CONDITIONS THAT MAY IMPACT THE ANCHOR'S ABILITY TO RESIST UPLIFT MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.	

PIER 4 STRAPPING SCHEDULE	
20' BOX 4 PERS PER SIDE	PER SIDE
20' BOX 100 MPH 4 STRAPS PER SIDE	PER SIDE
20' BOX 140 MPH 4 STRAPS PER SIDE	PER SIDE
20' BOX 180 MPH 4 STRAPS PER SIDE	PER SIDE
20' BOX 120 MPH 5 STRAPS PER SIDE (MAX)	PER SIDE
20' BOX 160 MPH 5 STRAPS PER SIDE (MAX)	PER SIDE
20' BOX 180 MPH 5 STRAPS PER SIDE (MAX)	PER SIDE
20' BOX 120 MPH 6 STRAPS PER SIDE (MAX)	PER SIDE
20' BOX 160 MPH 6 STRAPS PER SIDE (MAX)	PER SIDE
20' BOX 180 MPH 6 STRAPS PER SIDE (MAX)	PER SIDE
32' BOX 5 PERS PER SIDE	PER SIDE
32' BOX 100 MPH 4 STRAPS PER SIDE	PER SIDE
32' BOX 140 MPH 4 STRAPS PER SIDE	PER SIDE
32' BOX 180 MPH 4 STRAPS PER SIDE	PER SIDE
32' BOX 120 MPH 5 STRAPS PER SIDE (MAX)	PER SIDE
32' BOX 160 MPH 5 STRAPS PER SIDE (MAX)	PER SIDE
32' BOX 180 MPH 5 STRAPS PER SIDE (MAX)	PER SIDE
32' BOX 120 MPH 6 STRAPS PER SIDE (MAX)	PER SIDE
32' BOX 160 MPH 6 STRAPS PER SIDE (MAX)	PER SIDE
32' BOX 180 MPH 6 STRAPS PER SIDE (MAX)	PER SIDE



ANCHOR TYPES



SECTION THROUGH PIER (TYP.)

FOUNDATION NOTES:

MATERIAL SPECIFICATIONS:

1. FOUNDATION DESIGN IS BASED ON AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 PSF. ANY SOIL CONDITIONS THAT MAY DIFFER FROM THIS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
2. FOUNDATIONS SHALL BE BUILT ON UNDISTURBED SOIL OR PROPERLY COMPACTED FILL MATERIAL. COMPACTED SOILS SHALL BE TESTED TO A MINIMUM OF 95% PROCTOR IN ACCORDANCE WITH ASTM D 1557.
3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER AND THE DESIGNER'S REQUIREMENTS.
4. THE DESIGNER IS RESPONSIBLE FOR INSURING THAT ALL FOUNDATION CONDITIONS MEET OR EXCEED THE REQUIREMENTS SHOWN.

BASE PAD:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

CONCRETE:

1. ALL CONCRETE SHALL BE CONSTRUCTED WITH MODULAR 4000 PSI/28 DAY CONCRETE.
2. ALL CONCRETE SHALL BE CONSTRUCTED WITH MODULAR 4000 PSI/28 DAY CONCRETE.

WOOD:

1. ALL WOOD SHALL BE TREATED WITH PRESERVATIVE.
2. ALL WOOD SHALL BE TREATED WITH PRESERVATIVE.

GROUND ANCHORS:

1. ALL GROUND ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER AND THE DESIGNER'S REQUIREMENTS.
2. ALL GROUND ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER AND THE DESIGNER'S REQUIREMENTS.

INSTALLATION SPECIFICATIONS:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

SOIL BEARING CAPACITY:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

FOUNDATION DESIGN:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

FOUNDATION DESIGN:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

FOUNDATION DESIGN:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

FOUNDATION DESIGN:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

FOUNDATION DESIGN:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

FOUNDATION DESIGN:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

FOUNDATION DESIGN:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

FOUNDATION DESIGN:

1. THE FOUNDATION SHALL BE 18" WIDE AND 18" DEEP, UNLESS OTHERWISE NOTED.
2. THE FOUNDATION SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF NO LESS THAN 5,000 PSI.

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 9.

ITEM: Consideration and Approval of a ordinance on **first** reading amending Section 5-23 of the Town Code, entitled building and construction in order to amend the date in which final working plans are required to be submitted. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

Section 5-23 of the Town Code of Ordinances is hereby propose to read as follows:

Sec. 5-23. Time for submitting final working plans.

Final working plans must be submitted to the Town manager within ~~180~~ 365 days of the approval of the preliminary plans. If not submitted within that time, the approval of the preliminary plans is automatically vacated. The Town manager may extend the ~~180~~ 365 day period for no more than 180 days.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	proposed ordinance	2015.08.31 Sec 5-23-.pdf
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 5 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED BUILDING AND CONSTRUCTION, AND SPECIFICALLY AMENDING SECTION 5-23, ENTITLED TIME FOR SUBMITTING FINAL WORKING PLANS IN ORDER TO AMEND THE DATE IN WHICH FINAL WORKING PLANS ARE REQUIRED TO BE SUBMITTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND 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, 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, uses, and trends and amends the Town Code of Ordinances accordingly; and

WHEREAS, the Town Code of Ordinances presently contains different time requirements for the submission of final plans for construction; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands wishes to amend its Code of Ordinances to have a uniform period of time for the submission of final plans for construction;

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

Section 1. Section 5-23 of the Town Code of Ordinances is hereby amended to read as follows:

Sec. 5-23. Time for submitting final working plans.

Final working plans must be submitted to the Town manager within ~~180~~ 365 days of the approval of the preliminary plans. If not submitted within that time, the approval of the preliminary plans is automatically vacated. The Town manager may extend the ~~180~~ 365 day period for no more than 180 days.

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 this _____ day of _____, 2015 on first reading.

PASSED AND ADOPTED this _____ day of _____, 2015 on second reading.

JORDAN W. LEONARD
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Section 23-21(J) of the Town Code, entitled Gateway (G) Zoning District in order to amend the date in which final working plans are required to be submitted. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

Section 23-21 entitled Gateway (G) Zoning District proposed amendment is as follow:

~~In the further event that the owner does not submit complete final working plans within the time permitted by Section 5-23 and obtain building permit(s) within the time permitted by Section 5-24, for building permits of the main building to the town within 12 months and begin development within 18 months from the date of approval, the town's approval shall lapse. For the purposes of this section, the term "begin development" shall mean substantial construction such as land clearing, utility construction, foundation work, etc. The term shall not include property fencing, placement of construction trailers, equipment and materials. Once construction commences, construction activities shall occur continuously with regular inspections. The town, upon a demonstration of just cause by the owner, may grant a reasonable extension of time to commence development. If construction ceases for more than 60 days, the project shall be deemed abandoned and the town's approval shall lapse.~~

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	proposed ordinance	Ord. Gateway - final working plans.pdf
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ORDINANCE NO. _____

AN ORDINANCE 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 23-21(j), ENTITLED GATEWAY (G) ZONING DISTRICT IN ORDER TO AMEND THE DATE IN WHICH FINAL WORKING PLANS ARE REQUIRED TO BE SUBMITTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND 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, 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, uses, and trends and amends the Town Code of Ordinances accordingly; and

WHEREAS, the Town Code of Ordinances presently contains different time requirements for the submission of final plans for construction; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands wishes to amend its Code of Ordinances to have a uniform period of time for the submission of final plans for construction;

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

Section 1. That Chapter 23, Article I Entitled Zoning Regulations, Section 23-21 entitled Gateway (G) Zoning District is hereby amended, 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 this _____ day of _____, 2015 on first reading.

PASSED AND ADOPTED this _____ day of _____, 2015 on second reading.

JORDAN W. LEONARD
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

EXHIBIT "A"

Sec. 23-21. - Gateway (G) zoning district.

(a) *Purpose and intent.* The purpose and intent of the Gateway (G) district is to create a set of design standards for the properties at the entrances to the eastern island of the town that are to scale with the established and desired urban form and compatible with the town's desire to have a substantial and elegant pedestrian promenade along the Kane Concourse roadway frontage; to establish a living and working environment that are responsive to the needs of the town's inhabitants; to provide flexibility in planning, design and development; to encourage innovative approaches to the design of the properties; to provide efficient use of land; to provide an environment compatible with surrounding land use; to adapt the zoning process to changes in construction and development technology; and to promote the public health, safety and general welfare of the town.

...

(j) *Legal effect of town approval.* Notwithstanding anything in the Code to the contrary, the approval of the application shall constitute the approved site development plan and the development regulations applicable to the property. The town council shall be prohibited from approving an application that would increase the intensity, density or height of development above that which is allowed by the adopted comprehensive plan and any land development regulations to implement the intensity standards. Multiple uses or utilization of the provisions of the transfer of development rights (TDR) provisions shall be permitted.

Any prior land development permits issued by the town, including but not limited to the PUD Overlay designation on Lots 35 through 37 of Block 4, shall remain in effect until such time as the town or property owner seeks to remove the designation and/or modify the approved development plan. The development criteria contained in this section shall supersede any other code provisions, however, existing development shall be permitted to remain until redevelopment is requested.

In the event that the owner wishes to modify an approved site development plan application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space or create an undue burden on any public facilities, a separate and new application shall be filed and shall be subject to the terms and conditions of this section.

In the further event that the owner does not submit complete final working plans within the time permitted by Section 5-23 and obtain building permit(s) within the time permitted by Section 5-24, ~~for building permits of the main building to the town within 12 months and begin development within 18 months from the date of approval~~, the town's approval shall lapse. ~~For the purposes of this section, the term "begin development" shall mean substantial construction such as land clearing, utility construction, foundation work, etc. The term shall not include property fencing, placement of construction trailers, equipment and materials. Once construction commences, construction activities shall occur continuously with regular inspections. The town, upon a demonstration of just cause by the owner, may grant a reasonable extension of time to commence development. If construction ceases for more than 60 days, the project shall be deemed abandoned and the town's approval shall lapse.~~

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 11.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Section 23-18 of the Town Code, entitled Planned Unit Development (PUD) Zoning Overlay District in order to amend the date in which final working plans are required to be submitted. Enclosed is a copy of the propose ordinance.

DESCRIPTION:

Section 23-18, entitled Planned Unit Development (PUD) Zoning Overlay District proposed amendment is as follow:

In the event that the owner wishes to modify an approved PUD application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space or create an undue burden on any public facilities, a separate and new PUD application shall be filed and shall be subject to the terms and conditions of this section. ~~In the further event that the owner shall not begin development pursuant to the approved PUD application for a period exceeding six months, the PUD designation shall lapse and the overlay district shall terminate.~~

In the further event that the owner does not submit final working plans within the time permitted by Section 5-23 and obtain building permit(s) within the time permitted by Section 5-24, the town's PUD approval shall lapse.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	proposed ordinance	PUD ordinance.pdf
----	--------------------	-------------------

ORDINANCE NO. _____

AN ORDINANCE 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 23-18, ENTITLED PLANNED UNIT DEVELOPMENT (PUD) ZONING OVERLAY DISTRICT IN ORDER TO AMEND THE DATE IN WHICH FINAL WORKING PLANS ARE REQUIRED TO BE SUBMITTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND 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, 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, uses, and trends and amends the Town Code of Ordinances accordingly; and

WHEREAS, the Town Code of Ordinances presently contains different time requirements for the submission of final plans for construction; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands wishes to amend its Code of Ordinances to have a uniform period of time for the submission of final plans for construction;

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

Section 1. That Chapter 23, Article I Entitled Zoning Regulations, Section 23-8 entitled Planned Unit Development (PUD) Overlay District is hereby amended, 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 this _____ day of _____, 2015 on first reading.

PASSED AND ADOPTED this _____ day of _____, 2015 on second reading.

JORDAN W. LEONARD
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

EXHIBIT “A”

Sec. 23-18. - Planned unit development (PUD) zoning overlay district.

(a) *Purpose and intent.* The purpose and intent of the planned unit development (PUD) is to create living and working environments that are responsive to the needs of their inhabitants; to provide flexibility in planning, design and development; to encourage innovative approaches to the design of community environments; to provide for an efficient use of land; to provide an environment compatible with surrounding land use; to adapt the zoning process to changes in construction and development technology; and to promote the public health, safety and general welfare of the Town of Bay Harbor Islands. The PUD ordinance shall be deemed an overlay zoning district.

...

(f) *Legal effect of PUD.* Notwithstanding anything in the Code to the contrary, the approval of a PUD application shall be deemed a rezoning of the property. Notwithstanding anything in the zoning code to the contrary, breezeways shall not be required in this district unless the town council determines that a breezeway is necessary for aesthetic or other purposes. The approved PUD application shall constitute the approved development and the development regulations applicable to the property and shall not be subject to any variances as may be required by other sections of this Code, except that the town council shall be prohibited from approving a PUD application which would increase the intensity, density or height of development above that which is allowed by the comprehensive plan or underlying zoning district. Multiple uses or utilization of the provisions of the transfer of development rights (TDR) provisions shall be permitted.

Upon demonstration by an applicant that the provisions herein conflict with federal, state, and/or county laws, statutes, ordinances, or regulations, the town council is empowered to waive inconsistent provisions of this section.

Upon demonstration by an applicant that the provisions herein conflict with federal, state, and/or county laws, statutes, ordinances, or regulations, the town council is empowered to waive inconsistent provisions of this ordinance.

In the event that the owner wishes to modify an approved PUD application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space or create an undue burden on any public facilities, a separate and new PUD application shall be filed and shall be subject to the terms and conditions of this section. ~~In the further event that the owner shall not begin development pursuant to the approved PUD application for a period exceeding six months, the PUD designation shall lapse and the overlay district shall terminate.~~

In the further event that the owner does not submit final working plans within the time permitted by Section 5-23 and obtain building permit(s) within the time permitted by Section 5-24, the town's PUD approval shall lapse.

The town council shall have full authority to approve, approve with modifications, or deny a PUD application based upon its legislative determination that the application, as proposed or modified, serves and protects or does not serve and protect the public health, safety and welfare to at least an equivalent degree as the underlying zoning. Likewise, the town council shall have authority to impose reasonable conditions and safeguards necessary to protect the public health, safety and welfare upon the approval of any PUD application.

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 12.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service. Enclosed find the proposed ordinance.

DESCRIPTION:

The proposed sewer service rates are as follow:

Residential Users:

Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$6.11~~ \$6.72 per thousand gallons. In addition, there shall be a monthly base charge of ~~\$16.08~~ \$17.69 per living unit regardless of usage.

Non-residential users:

Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$6.11~~ \$6.72 per thousand gallons. In addition, there shall be a monthly base charge regardless of usage depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge	Monthly Base Charge
1"	\$66.94	\$73.63
1.5"	\$133.86	\$147.25
2"	\$214.20	\$235.62
3"	\$401.56	\$441.72

An initial deposit of \$50.00 per water closet to ensure payment of the sewer charge.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Proposed ordinance - sewer fees	amending Sec. 20-9 - sewer fees.pdf
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS
AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING
THE MONTHLY BASE AND FLOW CHARGES FOR SEWER
SERVICE; 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, the Town of Bay Harbor Islands purchases its sewer services from the City of Miami Beach, which in turn pays Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 7.4% for sewer services in its preliminary budget and the City of Miami Beach has indicated an unspecified increase in their surcharge; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase sewer services and in order to maintain proper fiscal discipline must pass-through the County’s increase; and

WHEREAS, the Town of Bay Harbor Islands wishes to increase the rates for sewer service charges in order to fund increased costs for sewage disposal;

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

Section 1. Section 20-9 is hereby amended to read as follows:

Sec. 20-9. Sewer service- Rates.

The schedule of rates for service supplied by the sewer system, which schedule shall be subject to such increase, decrease or revision from time to time as may be necessary to carry out the provisions of this section, shall be as follows:

Residential Users:
Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$6.11~~ \$6.72 per thousand gallons. In addition, there shall be a monthly base charge of ~~\$16.00~~ \$17.69 per living unit regardless of usage.

Non-residential users:
Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$6.11~~ \$6.72 per thousand gallons. In addition, there shall be a monthly base charge regardless of usage depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge	Monthly Base Charge
1”	\$66.94	\$73.63
1.5”	\$133.86	\$147.25
2”	\$214.20	\$235.62
3”	\$401.56	\$441.72

An initial deposit of \$50.00 per water closet to ensure payment of the sewer charge.

A tapping charge of \$250.00 for each service connection made to any single-family dwelling unit and \$650.00 for each service connection made to any multiple-family dwelling or commercial establishment. To the charges set forth above shall be added that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility services charge to finance the environmental resources management department's water protection and utility regulation program.

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 for all billings rendered after October 1, 2015.

PASSED this 16th day of September 2015 on first reading.

PASSED AND ADOPTED this 12th day of October, 2015 on second reading.

ATTEST:

MAYOR

TOWN CLERK

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 13.

ITEM: Consideration and approval of an ordinance on **first** reading amending Section 9-38 of the Town Code increasing the solid waste fees. Enclosed find the proposed ordinance.

DESCRIPTION:

Sections 9-38(b) and (c) of the Code of Bay Harbor Islands proposed amendment to read as follows:

(b) Every person, firm, corporation, partnership, or other legal entity owning or operating a residential unit, whether a single family dwelling, multiple family dwelling, a condominium, apartment, or other dwelling unit shall pay a monthly fee as follows

(i) For a condominium, or co-op building with three or more units, a monthly fee of ~~\$15.75~~ \$16.25 per unit.

(ii) For a rental apartment building with three or more units, a monthly fee of ~~\$18.75~~ \$19.30 per unit.

(iii) For single family residences and duplexes, a monthly fee of ~~\$21.50~~ \$22.15 per unit.

(iv) For all buildings, dwellings, etc., with private waste haulers, a monthly fee of ~~\$3.00~~ \$3.30 per unit for recycling fees.

(c) Every person, firm, corporation, partnership, or legal entity owning or operating a commercial establishment, shall be required to use sanitation and waste-disposal service furnished by the town and the owner of said property shall pay for waste collection and disposal on the basis of ~~\$16.00~~ \$16.50 per container (32 gallons or equivalent), per month.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	proposed ordinance	Solid waste fees.pdf
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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 9-38 (B)(C) OF THE TOWN OF BAY HARBOR ISLANDS CODE INCREASING THE MONTHLY SOLID WASTE FEES; 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, the Town Council has determined it is necessary to increase the fees for solid waste disposal in order to fund increased costs;

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

Section 1.

Sections 9-38(b) and (c) of the Code of Bay Harbor Islands are hereby amended to read as follows:

- (b)** Every person, firm, corporation, partnership, or other legal entity owning or operating a residential unit, whether a single family dwelling, multiple family dwelling, a condominium, apartment, or other dwelling unit shall pay a monthly fee as follows:

 - (i) For a condominium, or co-op building with three or more units, a monthly fee of ~~\$15.75~~ \$16.25 per unit.
 - (ii) For a rental apartment building with three or more units, a monthly fee of ~~\$18.75~~ \$19.30 per unit.
 - (iii) For single family residences and duplexes, a monthly fee of ~~\$21.50~~ \$22.15 per unit.
 - (iv) For all buildings, dwellings, etc., with private waste haulers, a monthly fee of ~~\$3.00~~ \$3.30 per unit for recycling fees.
- (c)** Every person, firm, corporation, partnership, or legal entity owning or operating a commercial establishment, shall be required to use sanitation and waste-disposal service furnished by the town and the owner of said property shall pay for waste collection and disposal on the basis of ~~\$16.00~~ \$16.50 per container (32 gallons or equivalent), per month.

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 for all billings rendered after October 1, 2015.

PASSED this 16th day of September 2015 on first reading.

PASSED AND ADOPTED this ____ day of _____, 2015 on second reading.

ATTEST:

MAYOR

TOWN CLERK

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 14.

ITEM: Consideration and Approval of a private TDR transaction of the transfer of five (5) dwelling units from 9201 WBH, LLC (9201 W. Bay Harbor Drive) to Islands Club Towers, LLC (9161 & 9201 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans, and other supporting documents.

DESCRIPTION:

The applicant requests approval of a private Transfer of Development Rights transaction of five (5) dwelling units from 9201 WBH, LLC.

Donor Site: 9201 W. Bay Harbor Drive (vacant lot - proposed townhouse project)

Receiving Site: 9161 & 9201 E. Bay Harbor Drive

Number of units to be transferred: 5

Price per unit: \$65,000

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 prepare a resolution setting forth the Town Council approval and recommendations.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	9201 WBH - Island Club Towers.pdf
2.	Staff report - MM	BHI Private 9201 WBHD TDR Report Fax - August 26 2015.pdf
3.	9201 EBHD site plans	9161-9201 EBHD-site plans.pdf



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)	
DATE RECEIVED: <u>8/25/15</u>	TDR UNIT COST: \$ <u>65,000</u>
TDR UNITS REQUESTED: <u>5</u>	PROJECT TOTAL UNITS: <u>86</u>
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@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

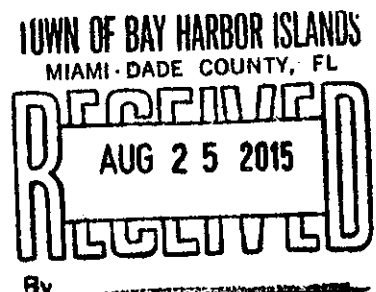
Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC	
Phone (305) 861-8181	e-mail ltauber@tauberco.com Fax (305) 868-8811
Address 9551 East Bay Harbor Drive	
City and State Bay Harbor Island, FL Zip Code 33154	
Property Address/Location 9161 & 9201 East Bay Harbor Drive	
Legal Description: LOT(S) 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 Vacant (previously 37 residential units)	
Describe Existing Structure on Property Vacant (previously four 2-story buildings)	
Dwelling units to be received 5	
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 9201 WBH, LLC, Attn: Daniel Avakian		
Phone (05) 692-2232	e-mail daniel@bricko.net	Fax ()
Address 2645 NE 207th Street		
City and State Aventura, Florida		Zip Code 33180
Property Address/Location 9201 W. Bay Harbor Drive		
Legal Description: LOT(S) 7 BLOCK 17		
Folio Number 13-2227-001-3180	Current Zoning	Year built 1947
Property size 16,274 Sq. Ft	Purchase date	
Existing use of the property Vacant (previously 11 residential units)		
Describe Existing Structure on Property Vacant (previously 6 residential buildings)		
PZ&B Approval for 8 unit project		
Dwelling units to be transferred to TDR Bank 5 to Receiver Site		
Units permitted 13		

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 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

Name of Surveyor Martinez & Martinez Enterprises, Inc.		
Address 7179 West 13th Avenue, Hialeah, FL 33014		
Phone (786) 277-4851	e-mail plpsm@yahoo.com	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 21 day of August, 2015,
by Irwin Tawbe on behalf of
Rotand Club Towers, LLC, a Florida (corporation) (partnership) (Other:
limited liability corp.) He/She is personally known to me or has produced
personally known (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name:



JOANNA ALONSO
MY COMMISSION #FF 117212
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

Joanna Alonso

DONOR 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 _____ day of _____, 20____,
by _____ on behalf of
_____, 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: _____

RECEIVER SITE

Signature of Owner (Applicant) _____ Date

Signature of Owner (Co-Applicant) _____ Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

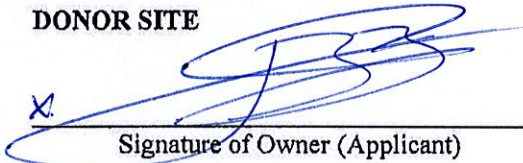
The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ on behalf of
_____, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

DONOR SITE

X 

Signature of Owner (Applicant)

08/24/2015

Date

Signature of Owner (Co-Applicant) _____ Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

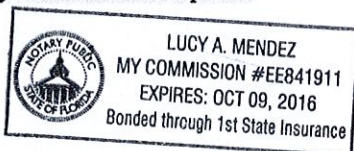
The foregoing instrument was acknowledged before me this 24th day of August, 2015,
by Bernardo Borgia Minguez on behalf of
9201 WBH, LLC, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:



Notary Public, State of Florida

Print Name: LUCY A. MENDEZ



Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: ONE KANE CONCOURSE, LLC
Date: 8/25/2015 Time: 4:03 PM
Receipt Number: MAIN / 89774
Clerk: scherrie

9201 W. BAY HARBOR DRIVE (DONOR)

ITEM	REFERENCE	AMOUNT
MISC	TDR APPLICATION	1,000.00
Total:		1,000.00
Check	1070	1,000.00
Change:		0.00

ONE KANE CONCOURSE LLC
9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

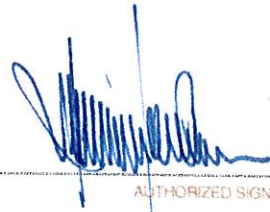
New York Community Bank
Member FDIC

1070
1-7100/2260
367

8/11/2015 1070 \$*****1,000.00
DATE CHECK NO. AMOUNT

Pay: *****One thousand dollars and no cents

PAY
TO THE
ORDER
OF
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154



AUTHORIZED SIGNATURE

⑈001070⑈ ⑆226071004⑆ 53670036580⑈



DIRECT LINE: (305) 377-6236
E-MAIL: mamster@brzoninglaw.com

VIA EMAIL & HAND-DELIVERY

August 25, 2015

Ronald J. Wasson, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Re: Private TDR Application for Island House Development Located at 9161 &
9201 East Bay Harbor Drive, Bay Harbor Islands -
Donor Site: 9201 WBH, LLC at 9201 West Bay Harbor Drive

Dear Mr. Wasson:

This law firm represents Island Club Towers, LLC ("Owner"), the owner of the properties located at 9161 & 9201 East Bay Harbor Drive in the Town of Bay Harbor Islands (collectively the "Property"). The Property is a waterfront property located on the east side of East Bay Harbor Drive between 91st and 92nd Streets and is zoned Multiple Family Residential (RM-1) District. The purpose of this letter is to request approval of private Transfer of Development Rights (TDRs) for the approved development on the Property.

The Project. On July 16, 2013, the Planning and Zoning Board (PZB) approved the Owner's site plan for a multifamily residential project, entitled "Island House" (the "Project"). See Exhibit A - PZB Resolution No. 1170-A. The Project approval expires on October 4, 2016. See Exhibit B.

The Owner has retained two renowned architects, Luis Revuelta of Revuelta Architecture International and Town resident and former PZB member Markus Frankel of Frankel/Benayoun Architects, to collaborate on the design of a beautiful, signature building that will contribute to the neighborhood and the Town. The Island House Project is an 8-story building with 86 units over one level of a partial subterranean parking garage with mechanical lifts, as well as standard parking spaces. The project will provide the required number of parking spaces. The height of the building is 75 feet (above BFE) consistent with the RM-1 District regulations. The proposed building will have an expansive breezeway through the middle and the portions of the building in line with the breezeway at ground level and floors 7 and 8 are extensively fenestrated to create

the appearance of two separate buildings and appropriately reduce the massing of building. Further, all elevations have been designed to be in harmony with the developments in the surrounding area. As required by the PZB, the Owner will make the necessary modifications to the project as specified in the conditions of approval in the PZB Resolution, to be reviewed and approved by Town Staff.

TDRs. The proposed density of the Project is greater than the allowable maximum density for the RM-1 District, which at just over 1 acre allows for 35 units. As a result, the Project requires 51 TDRs. The Owner previously obtained approval of 10 private TDRs. See Composite Exhibit C. The Owner continues to seek private TDRs and with this application requests approval of 5 private TDRs from 9201 WBH, LLC, located at 9201 West Bay Harbor Drive ("Donor Site"). Notably, the owner of the Donor Site received approval of an 8 unit development and has already completed the demolition of the former structures. See Exhibit D. Through this and another private TDR application for 4 TDRs being submitted simultaneously, the Owner has found 9 more private TDRs for the Project.

The approved Project satisfies the criteria for approval of TDRs. The design fully complies with the minimum standards set forth in the Town's land development regulations and no variances were requested. The design, height and massing, are compatible with the surrounding area and other project approvals, and the project's density is also compatible with the Medium-High Density residential land use through the TDR program.

Summary. Island House is a well-designed project that is compatible with the surrounding development in height, scale, massing and appearance. We look forward to your favorable recommendation and the Town Council's approval of this application. Should you have any questions, comments, or require additional information, please contact me at (305) 377-6236.

Very truly yours,



Matthew Amster

Attachments

cc: Alex Tauber (email only)
Marlene Siegel, Town Clerk
Frank Simone, Town Attorney (email only)
Michael Miller, AICP, Town Planner (email only)
Jeffrey Berrow, Esq. (email only)

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.

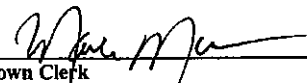
6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 16th day of July, 2013.

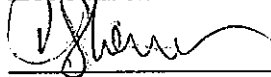
**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

By: 
Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney



September 19, 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 Soler
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene Morante
Town Clerk

Craig B. Sherman
Town Attorney

Matthew Amster, ESQ.
Bercow Radell & Fernandez, P.A.
200 South Biscayne Boulevard, Suite 850
Miami, FL 33131

RE: **ISLAND HOUSE PROJECT**
9161 & 9201 E. BAY HARBOR DRIVE
LOTS 19-22 OF BLOCK 1

Dear Mr. Amster:

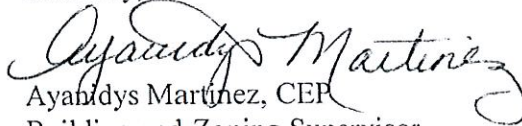
We are in receipt of your email dated September 4, 2014, requesting a zoning approval letter for the above mentioned project. The deadline to submit full construction drawings for the project is October 4, 2016. This extension has been approved recently by the State Legislature enactment of another 2-year extension for local government-issued development orders and building permits.

After that time, no 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.

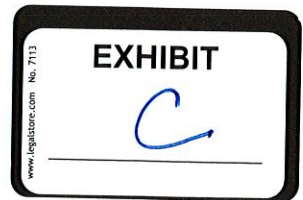
If you have any further question, please do not hesitate to contact me at 305-993-1786.

Sincerely,


Ayandys Martinez, CEP
Building and Zoning Supervisor

AM/am

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



RESOLUTION NO. 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM TRIO COMMONS COMMUNITY ASSOCIATION, INC. FOR ITS PROPERTY LOCATED AT 9970, 9976, AND 9980 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

WHEREAS, pursuant to the Town's Code of Ordinances (Ordinance No. 769 and Section 23-22.2), the Town has established a system of Transfer of Development Rights; and

WHEREAS, on July 16, 2013, Island Club Towers, LLC received authorization from the Planning and Zoning Board to develop an eighty-seven (87) unit condominium building on Lots 19, 20, 21 and 22, Block 1, Plat Book 46, Page 5, located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, ("Islands House Project") pending approval of the Transfer of Development Rights of fifty-one (51) TDR units; and

WHEREAS, an Application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from Trio Commons Community Association, Inc. ("Donor") for its property located at 9970, 9976, and 9980 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Donor Site"); and

WHEREAS, the Town conducted a public meeting in accordance with law on August 11, 2014 and approved the transfer of eight (8) dwelling units from the Donor Site to the Receiving Site.

NOW THEREFORE, be it resolved that:

1. The Application for a transfer of eight (8) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.

3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of eight (8) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 11th day of August, 2014.

TOWN OF BAY HARBOR ISLANDS

BY:  _____
MAYOR

ATTEST:


TOWN CLERK

RESOLUTION NO. 2029

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM 9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC. FOR ITS PROPERTY LOCATED AT 9300 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

WHEREAS, pursuant to the Town's Code of Ordinances (Ordinance No. 769 and Section 23-22.2), the Town has established a system of Transfer of Development Rights; and

WHEREAS, on July 16, 2013, Island Club Towers, LLC received authorization from the Planning and Zoning Board to develop an eighty-seven (87) unit condominium building on Lots 19, 20, 21 and 22, Block 1, Plat Book 46, Page 5, located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, ("Island House Project") pending approval of the Transfer of Development Rights of fifty-one (51) TDR units; and

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from 9300 West Bay Harbor Drive Condominium, Inc. ("Donor") for its property located at 9300 West Bay Harbor Drive, Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

WHEREAS, the Town conducted a public meeting in accordance with law on September 8, 2014 and approved the transfer of two (2) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

NOW THEREFORE, be it resolved that:

1. The Application for a transfer of two (2) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.

3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of two (2) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 8th day of September, 2014.

TOWN OF BAY HARBOR ISLANDS

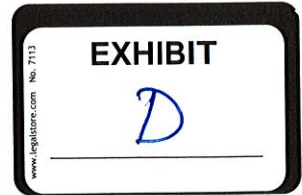
By: 
MAYOR

ATTEST:


TOWN CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


TOWN ATTORNEY



RESOLUTION NO. 2037

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR THE BAY HARBOR TOWNHOUSES.

WHEREAS, on December 2, 2014, 9201 WBH, LLC (hereinafter the "Applicant"), filed a revised application for site plan approval of an eight (8) unit townhouse building, consisting of four (4) stories in height with three (3) stories of residential units over one (1) story of garage located at 9201 West Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lot 7 of Block 17, "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;

(hereinafter the "Site Plan" or "Project"); 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 (hereinafter the "Code"); and

WHEREAS, on January 6, 2015, the Town's Planning and Zoning Board approved the Site Plan, pursuant to Sections 5-23.1(a) of the Code, 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 Site Plan is consistent with the criteria set forth in Section 5-23.1 of the Code and approves the Site Plan dated December 2, 2014, subject to the below conditions for approval.
3. **Effective Date.** This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. **Conditions of Approval.**
 - A. This approval is based on the Site Plan dated December 2, 2014. Any modifications thereto shall require separate approvals from either staff or the Planning and Zoning Board, as specified in the Code.
 - B. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the Project meets school concurrency requirements. Applicant shall coordinate with Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at the public schools that serve the Project. If mitigation is required, an agreement, including any payment, must be finalized prior to the issuance of building permits.
 - C. When the Miami-Dade Fire Department formally reviews the Project, if any material site design changes are required, a re-approval of the

Site Plan shall be required by staff or the Planning and Zoning Board, as specified in the Code.

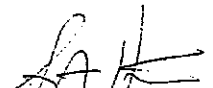
- D. Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by 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 Code or other valid extension as prescribed by Florida law.
- E. The existing overhead power lines shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant. If undergrounding is not permitted by FPL prior to the issuance of a certificate of occupancy, Applicant shall install electric service entrance facilities to accommodate an underground service lateral pursuant to Section 18-22 of the Code.
- F. The garage door vertical wood slats shall have no more than half-inch (1/2") gaps.
- G. There shall be no hot tubs or Jacuzzis located on the balconies.
- H. There shall be screening added to the North and East sides of the building.

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.

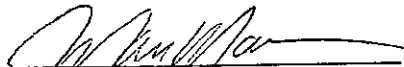
6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED this 6th day of January, 2015.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: 
CHAIR PERSON

ATTEST:


TOWN CLERK

APPROVED AS TO FORM:


ASSISTANT TOWN ATTORNEY

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 27 day of July, 2015 (the "Effective Date") by and between ISLAND CLUB TOWERS, LLC, a Florida limited liability company (the "Purchaser"), and 9201 WBH LLC, a Florida limited liability company (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 5 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"). Seller 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 \$325,000.00 (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 \$65,000.00 (the "Per TDR Purchase Price"); (ii) the Seller Property having 5 TDRs that can be conveyed and allocated to the Property; and (iii) Seller being able to convey and allocate 5 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 5 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.

(b) Purchaser shall deliver to GrayRobinson, P.A. (the "Escrow Agent"), within three (3) business days after the Effective Date, a "Deposit" in the amount of \$10,000.00 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 organization and bylaws; (b) copies of the approvals, consents and authorizations required by its articles of organization and bylaws in order to enter into and perform under this Agreement and to consummate the transaction contemplated herein; and (c) a copy of its resolution 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 fifteen (15) 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.

(e) 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 Purchaser, (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 Purchaser 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) 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, at Purchaser's expense. In that regard, Seller covenants and agrees, promptly upon the request of Purchaser (but in no event later than five (5) business days following such request), to execute and deliver to Purchaser any and all documents for TDR Approval that Purchaser delivers to Seller for execution, via courier, email or other form of delivery. The failure of Seller to execute and deliver to Purchaser any of the foregoing items 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 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, but only for the sole purpose of addressing and resolving any comments, concerns or objections by the Town or private organization, group, entity or individual regarding Purchaser's TDR Approval. 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 regarding the TDR Approval by the Town or private organization, group, entity or individual, then the Closing Date shall be extended to a date that shall be twenty (20) days following the receipt of TDR Approval. 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 (ii) 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 (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 organization and bylaws authorizing the transaction contemplated herein and the consummation thereof; (c) Seller shall deliver to Purchaser a resolution, in recordable form, 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 and Seller.

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) days after the date on which Purchaser obtains a building permit for vertical construction on the Property; or (b) the date that is twenty (20) days after the TDR Approval Date, but in no event later than one hundred and eighty (180) days 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) 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 TDR Approval 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. 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 2645 NE 207th Street, Aventura, FL 33180, Attn: Daniel Avakian Phone No. (305) 692-2232, email address daniel@bricko.net; together with a copy to Snyder Groisman, P.A. Attention: Jennifer Snyder, Esq., 21500 Biscayne Boulevard, Suite 401, Aventura, Florida 33180, Phone No. (786) 899-2880, email address Jennifer@snydergroisman.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 Purchaser shall notify, in writing, Seller five (5) days prior to execution of said assignment: (i) Purchaser shall not 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.



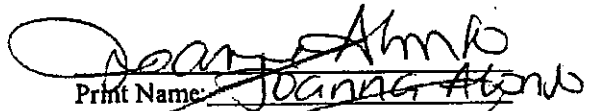
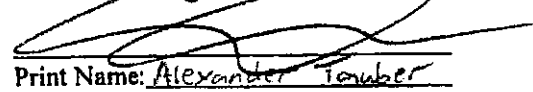
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic 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]

A handwritten signature in black ink, consisting of several overlapping, stylized strokes, located in the bottom right corner of the 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:

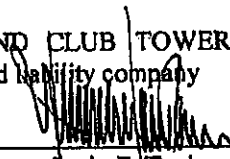

Print Name: Joanna Atkins

Print Name: Alexander Tauber

Print Name: _____

Print Name: _____

PURCHASER:

ISLAND CLUB TOWERS, LLC, a Florida
limited liability company

By: 
Irwin E. Tauber, Manager

Date: July 27, 15

SELLER:

9201 WBH LLC, a Florida limited liability
company

By: _____

Name: _____

Title: _____

Date: _____

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: _____

Print Name: _____

Print Name: IRVING E. TAUBER

Print Name: IRVING E. TAUBER

PURCHASER:

ISLAND CLUB TOWERS, LLC, a Florida
limited liability company

By: _____
Irvin E. Tauber, Manager

Date: _____

SELLER:

9201 WBH LLC, a Florida limited liability
company

By: _____
Name: DAVID E. BROWN
Title: MANAGER

Date: 7/24/2015

EXHIBIT "A"

The Legal Description of the Seller Property

Lot 7, Block 17, BAY HARBOR ISLAND, according to the Plat recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a name, possibly "John Doe" or similar, written in a cursive or semi-cursive script.

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.

A handwritten signature in black ink, appearing to be a stylized name, located in the lower right quadrant of the page.

Exhibit "B"

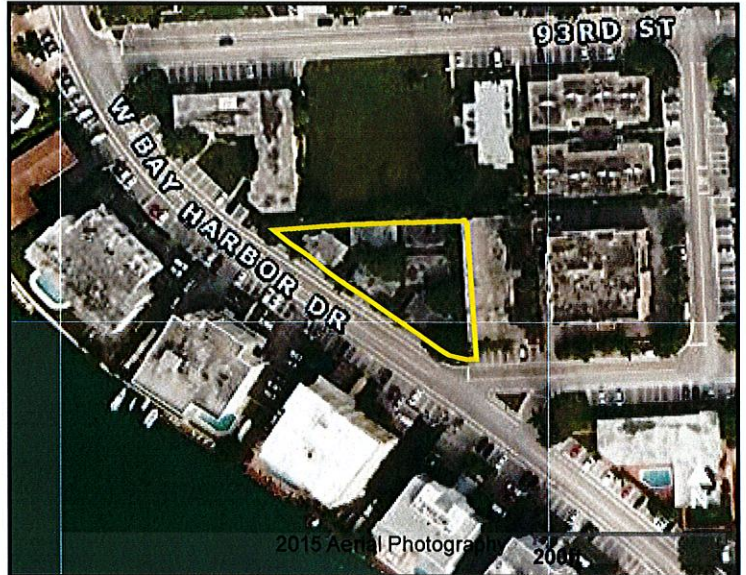


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/20/2015

Property Information	
Folio:	13-2227-001-3180
Property Address:	9201 W BAY HARBOR DR
Owner	9201 WBH LLC
Mailing Address	900 BAY DRIVE #415 MIAMI BEACH, FL 33141
Primary Zone	4500 MULTI-FAMILY - 4 STORY
Primary Land Use	0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths / Half	12 / 12 / 1
Floors	1
Living Units	11
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	5,640 Sq.Ft
Lot Size	16,156 Sq.Ft
Year Built	1947



Assessment Information			
Year	2015	2014	2013
Land Value	\$1,050,140	\$969,360	\$727,020
Building Value	\$246,235	\$172,980	\$23,100
XF Value	\$13,378	\$0	\$0
Market Value	\$1,309,753	\$1,142,340	\$750,120
Assessed Value	\$1,309,753	\$636,738	\$578,853

Benefits Information				
Benefit	Type	2015	2014	2013
Non-Homestead Cap	Assessment Reduction		\$505,602	\$171,267
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 7 BLK 17	
LOT SIZE 16156 SQ FT	
OR 20342-0635 04 2002 1	

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,309,753	\$636,738	\$578,853
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,309,753	\$1,142,340	\$750,120
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,309,753	\$636,738	\$578,853
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,309,753	\$636,738	\$578,853

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
05/19/2014	\$1,737,500	29166-4686	Qual by exam of deed
05/01/2004	\$1,002,000	22328-4426	2008 and prior year sales; Qual by exam of deed
04/01/2002	\$690,000	20342-0635	2008 and prior year sales; Qual by exam of deed
07/01/1977	\$70,000	09744-1236	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>

Version:

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)

Detail by Entity Name

Florida Limited Liability Company

9201 WBH LLC

Filing Information

Document Number	L14000073354
FEI/EIN Number	38-3932432
Date Filed	05/06/2014
Effective Date	05/06/2014
State	FL
Status	ACTIVE

Principal Address

2645 NE 207TH STREET
AVENTURA, FL 33180

Mailing Address

2645 NE 207TH STREET
AVENTURA, FL 33180

Registered Agent Name & Address

ADOLFO DANIEL, AVAKIAN
2645 NE 207TH STREET
AVENTURA, FL 33180

Authorized Person(s) Detail

Name & Address

Title MGR

9201 WBH MANAGER LLC
2645 NE 207TH STREET
AVENTURA, FL 33180

Annual Reports

Report Year	Filed Date
2015	01/20/2015

[01/20/2015 -- ANNUAL REPORT](#)[View image in PDF format](#)[05/06/2014 -- Florida Limited Liability](#)[View image in PDF format](#)

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

9201 WBH MANAGER LLC

Filing Information

Document Number	L14000073342
FEI/EIN Number	61-1738178
Date Filed	05/06/2014
Effective Date	05/06/2014
State	FL
Status	ACTIVE
Last Event	LC AMENDED AND RESTATED ARTICLES
Event Date Filed	05/29/2014
Event Effective Date	NONE

Principal Address2645 NE 207TH STREET
AVENTURA, FL 33180**Mailing Address**2645 NE 207TH STREET
AVENTURA, FL 33180**Registered Agent Name & Address**ADOLFO DANIEL, AVAKIAN
2645 NE 207TH STREET
AVENTURA, FL 33180**Authorized Person(s) Detail****Name & Address**

Title MGR

AVAKIAN, ADOLFO D
2645 NE 207TH STREET
AVENTURA, FL 33180

Title MGR

MIGUEZ, BERNARDO D. B
900 BAY DRIVE #415
MIAMI BEACH, FL 33141

Annual Reports

Report Year	Filed Date
2015	01/20/2015

Document Images

01/20/2015 -- ANNUAL REPORT	View image in PDF format
05/29/2014 -- LC Amendment	View image in PDF format
05/06/2014 -- Florida Limited Liability	View image in PDF format

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State of Florida, Department of State

Prepared by and return to:

Leslie L. Florez
Attorney at Law
LESLIE L. FLOREZ, ESQ.
782 NW Le Jeune Road Suite 350
Miami, FL 33126
305-448-8838
File Number: 14-10852
Will Call No.:

Parcel Identification No. 13-2227-001-3180

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 1st day of May, 2014 between BCM Investments, LLC, a Florida limited liability company whose post office address is 9800 SW 92 Avenue, Miami, FL 33176 of the County of Miami-Dade, State of Florida, grantor*, and 9201 WBH LLC, a Florida limited liability company whose post office address is 900 Bay Drive, Unit 415, Miami Beach, FL 33141 of the County of Miami-Dade, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lot 7, Block 17, 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.

Subject to: Conditions, limitations, restrictions and easements of record, if any, and taxes for the year 2014, and subsequent years.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or 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 our presence:

Witness Name: Kathy FlorezWitness Name: Kathy FlorezWitness Name: Kathy FlorezWitness Name: Kathy Florez

BCM Investments, LLC, a Florida limited liability company

By: Anthony D. Fernandez

Anthony D. Fernandez, Managing Member

By: Laura B. Fernandez

Laura B. Fernandez, Managing Member

(Corporate Seal)

State of Florida

County of Miami-Dade

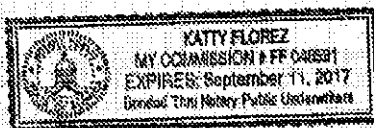
The foregoing instrument was acknowledged before me this 19 day of May, 2014 by Anthony D. Fernandez, Managing Member and Laura B. Fernandez, Managing Member of BCM Investments, LLC, a Florida limited liability company, on behalf of the company. They ☒ are personally known to me or ☐ have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Kathy Florez

My Commission Expires: _____



[illegible]

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

FLOOD ZONE: AE	SUFFER: L	DATE: 9/11/09	BASE: 10'
PANEL: 0144	COMMUNITY # 120637	JOB No	14-521
DATE: 8/19/14	SCALE: 1" = 30'	DWN. BY: E. Rivas	

(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: **(305) 865-78**

BLANCO SURVEYORS INC.
Engineers • Land Surveyors • Planners • LB # D007069
555 NORTH SHORE DRIVE
MIAMI BEACH, FL 33141

SINCE 1987

BLANCO SURVEYORS INC

Engineers • Land Surveys • Planners • LB # 0007069

555 NORTH SHORE DRIVE

MIAMI BEACH, FL 33141

johnncosurvbyo@slnc@yahoo.

SUFFIX: L	DA
-----------	----

13062

COMMUNITY #	1200
DOWN PAY	JOB No

F, Blanco	.
-----------	---

Abstract

Property Address: 9161, 9201 & 9221 E. Bay Harbor Dr., Bay Harbor Islands, FL 33154.

Certified To: Maxim Credit Group, LLC, ISADA/ATIMA; GrayRobinson, P.A.; Chicago Title Insurance Company.

Survey done according to Chicago Title Insurance Company Order No.: 4807429

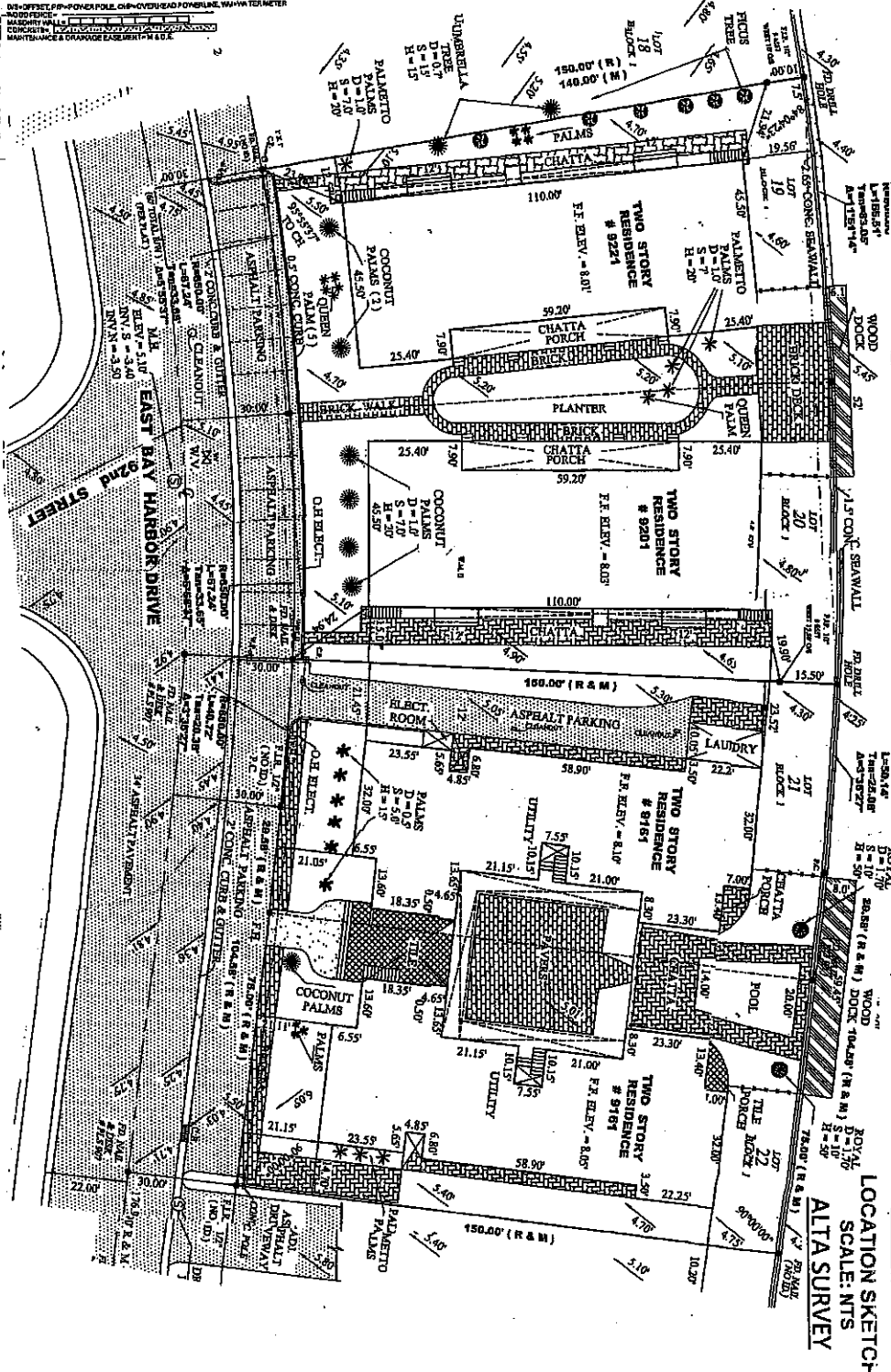
- Schedule B-II Title exception #11 affects Parcels 2 and 3 and is plotted hereon.
- Schedule B-II Title exception #15 affects Parcel 3 and is plotted hereon.
- Schedule B-II Title exception Informational note (a) affects Parcel 2 and is plotted hereon.
- All other Schedule B-II Title exceptions are blanket in nature and not plottable.

Legal Description:

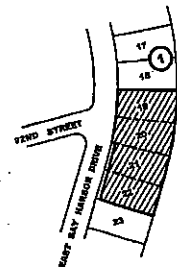
Parcel 2: Lots 19 and 20, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 3: 21 and 22, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 45, Page 5, of the Public Records of Miami-Dade County, Florida.

Condominium Units 1A, 1B, 2A, 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.



LOCATION SKETCH
SCALE: NTS
ALTA SURVEY



Abbreviations

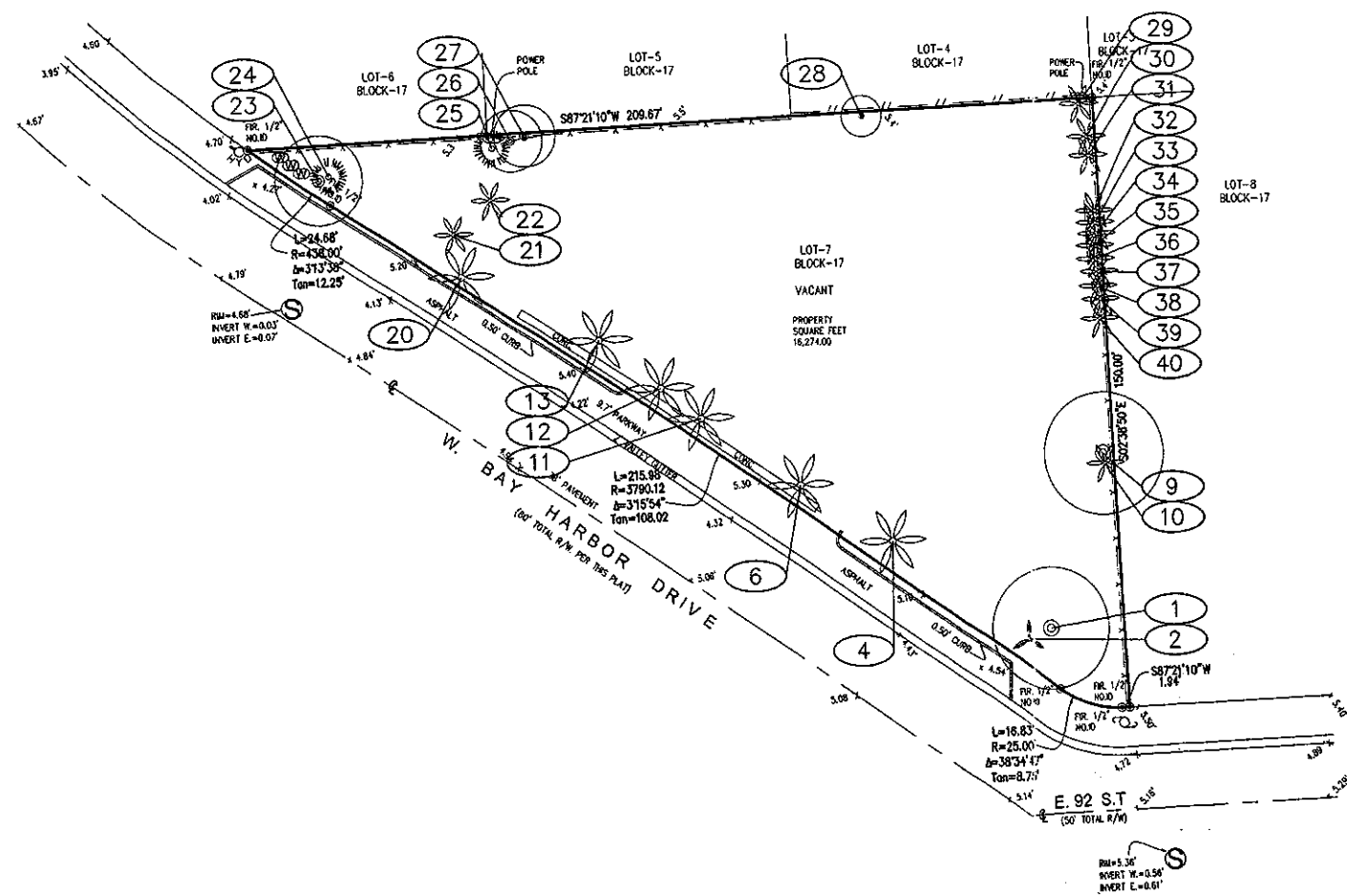
ABA - ADJACENT
A/C - AIR CONDITIONER
A - A/C
B.M. - BENCHMARK
B.C.R. - BROWARD COUNTY RECORDS
C.D. - CALCULATED FIELD TRAVERSE
C.E. - CANAL EASEMENT
C.M.E. - CANAL MAINTENANCE EASEMENT
C/L - CENTERLINE
CH - CHORD
C.B.S. - CONCRETE BLOCK STRUCTURE
COL - COLUMN
CONC. - CONCRETE
D - DELTA
D.E. - DRAINAGE EASEMENT
D.H.C. - DRAINAGE MAINTENANCE EASEMENT
ESMT. - EASEMENT
E/P - EDGE OF PAVEMENT
E.D.W. - EDGE OF WATER
EL. - ELEVATION
F.D.H. - FOUND DRAIN HOLE
F.T.C. - FOUND FLOOR ELEVATION
F.T.P. - FOUND FROM PIPE/PIPE
F.T.R. - FOUND REBAR
F.W.D. - FOUND NAIL & DISC
F.N.B. - FOUND
GAR. - GARAGE
G.E. - GARAGE ELEVATION
INV. - INVERT
I.R. - IRON ROD
L. - LINE LENGTH
L.M.E. - LAKE MAINTENANCE EASEMENT
L.A.E. - LIMITED ACCESS EASEMENT
L.F. - LOWEST FLOOR
MAINT. - MAINTENANCE
M.E. - MAINTENANCE EASEMENT
M.D. - MEASURED
M.D. - NAIL AND DISC
N.E.V.D. - NATIONAL GEODETIC VERTICAL DATUM
N.T.S. - NOT TO SCALE
O/S - OFFSET
O/L - ON LINE
O.P.T. - OPTIONAL
PG. - PAGE
P.A.V.M. - PERMANENT CONTROL POINT
P.C.P. - PERMANENT REFERENCE POINT
P.R.N. - PERMANENT REFERENCE POINT
(P) - PLAT
P.B. - PLAT BOOK
P.C. - POINT OF CURVATURE
P.I. - POINT OF INTERSECTION
P.D.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.R.C. - POINT OF REVERSE CURVATURE
P.T. - POINT OF TANGENCY
P/L - PROPERTY LINE
R - RADIUS
(R) - RIGHT OF WAY
R.E.C. - ROOF ENCROACHMENT EASEMENT
(R) - RECORD
S/V - SIDEWALK
STK. - STORY
T - TANGENT
T.O.B. - TOP OF BANK
U.E. - UTILITY EASEMENT
U.E.A. - UTILITY EASEMENT ACCESS
U & M.E. - UTILITY AND MAINTENANCE EASEMENT

SYMBOL LEGEND

○ LIGHT POLE
□ PHONE BOX
□ CABLE BOX
○ POWER POLE
○ WATER METER
○ WATER VALVE
○ FIRE HYDRANT
○ MANHOLE
□ CATCH BASIN
□ HANDICAP
— GRADE ELEVATIONS
— CHAIN LINK FENCE
— WOOD FENCE
— ALUMINUM FENCE
— OVERHEAD ELECTRIC
△ DELTA



SCALE 1"=20'



Property Address:
9201-9241 W. BAY HARBOR DRIVE, BAL HARBOR, FL. 33154

LEGAL DESCRIPTION:

Lot 7, in Block 17, 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.

SURVEYOR'S NOTES:

- The above captioned Property was surveyed and described based on the above Legal Description: Provided by Client.
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
- There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- Accuracy: The expected use of the land, as classified in the Standards of Practice, 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.
- Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
- 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.
- Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described.
- The surveyor does not determine fence and/or wall ownership.
- Ownership subject to OPINION OF TITLE.
- Type of Survey: BOUNDARY SURVEY.
- Identification of trees by JFS Design, Inc. LANDSCAPE ARCHITECTURE
- If shown, elevations are based on the National Geodetic Vertical Datum of 1929.
- Benchmark of Origin: Miami-Dade County Benchmark R-243 2225W Elevation 8.59'
- Flood Zone: AE Base Flood Elev.: 8.00' as per map 120837, Suffix L, Panel 0144 Date of Panel 9-11-09
- This PLAN OF SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.

- A) 9201 WBH, LLC.
B) Snyder Groisman P.A.
C) First American Title Insurance Company

NO.	SYM.	COMMON NAME	SCIENTIFIC NAME	HEIGHT (FEET)	DBH (INCHES)	STATUS	COMPT.	OWNERS	SPECIES	REMARKS
1	PA	STANHOPE FID	Stem. sp.	20	10	20	107			NATIVE STANHOPE FID
2	DO	TRIANGLE PALM	Digit. sp.	5	8	8	50			
3	CH	COCONUT PALM	Coccoth. sp.	20	28	8	314			
4	CH	COCONUT PALM	Coccoth. sp.	14	20	8	314			
5	PA	STANHOPE FID	Stem. sp.	30	20	20	107			NON-NATIVE FIDUS SPECIES
6	MA	MONOCOTYLEDON PALM	Phor. sp.	20	10	4	107			
7	CH	COCONUT PALM	Coccoth. sp.	18	20	7	314			
8	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
9	CH	COCONUT PALM	Coccoth. sp.	18	20	8	314			
10	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
11	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
12	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
13	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
14	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
15	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
16	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
17	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
18	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
19	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
20	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
21	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
22	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
23	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
24	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
25	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
26	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
27	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
28	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
29	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
30	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
31	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
32	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
33	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
34	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
35	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
36	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
37	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
38	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
39	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			
40	CH	COCONUT PALM	Coccoth. sp.	20	20	8	314			

9201 WBH, LLC
 BOUNDARY SURVEY
 MARTINEZ & MARTINEZ ENTERPRISES, INC.
 7179 WEST 13th AVENUE, HIALEAH, FLORIDA 33014
 Phone: 786-277-4001 plmartinez@yahoo.com
 Business License # 7702
 6-9-15
 DRAWN BY: P.L.M.
 CHECKED BY: P.L.M.
 DATE: 08-25-2014
 SHEET: 1 of 1

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 *MDM*

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 8/26/2015

Re: Transfer of Development Rights (TDR)

CC:

Island House (aka Island Club Towers)

(Currently 86 Total DU)

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request – 5 Private DU

Donor Site: 9201 W. Bay Harbor Dr. / Lot 7 of Block 17 (Proposed 9201 West Bay Harbor Townhomes)

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 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 86 total dwelling units, this requires the acquisition of 51 TDR units. The developer of the receiving site (Island House) has contracted with other nearby privately-owned / fully developed site (Trio Commons and 9300 WBHD Condo) to acquire 10 TDR units in August and September 2014 (Res. No 2024 and 2029). If this TDR application is approved, the applicant will still need to acquire 36 TDR units prior to construction.

The donor site, in this instance, is the proposed 4-story / 8 DU 9201 W. Bay Harbor Townhome complex that was approved by the Planning and Zoning Board on January 6th, 2015. The Town is currently reviewing the building permit plans; construction has not yet commenced. The donor site is located at 9201 W. Bay Harbor Drive and the legal description is Lot 7 of Block 17. The survey submitted indicates that the donor site never conveyed the front 11-feet of land to the Town for off-street parking in the Town swale as many others did in the past; the lot is a full lot.

August 26, 2015

The total combined donor site land area is 16,274 sq. ft. / .37 acres in size according to the survey submitted and is entitled to 13 DU (.37 acres at 34 DUA = 12.58 or 13 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). With 8 DU proposed for the site and 13 DU allowed by right, the donor site, upon redevelopment as currently proposed, has the ability to convey the five (5) 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.

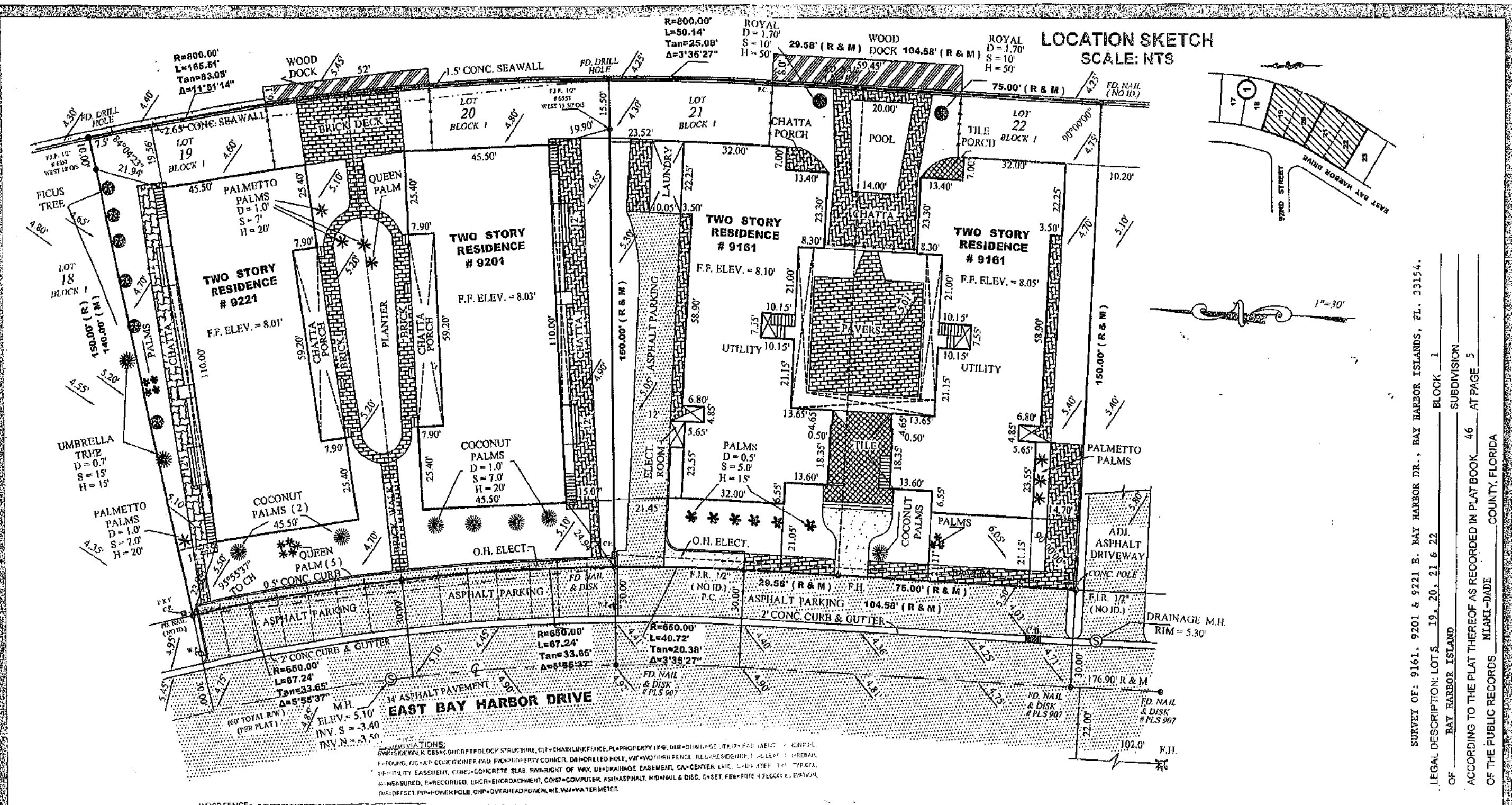
INDEX	
	COVER
A-001	DATA SHEET
A-002	LAND USE PLAN DESIGNATION
A-003	PERIMETER SECTIONS
A-004	SETBACKS SCHEME
A-005	BUILDING ARTICULATION SCHEME
A-006	SITEPLAN - CONTEXT
A-100	SITEPLAN
A-101	SUB-T LEVEL 1
A-102	FIRST LEVEL
A-103	SECOND LEVEL
A-104	TYPICAL LEVEL (3th to 5th LV)
A-105	TYPICAL LEVEL (6th 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

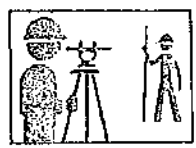
9201 EAST BAY HARBOR DR.



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

ELEVATION BASED ON LOC. # 2225 E
CBM# S-234 ELV. 11.17' TYPE OF SURVEY: BOUNDARY SURVEY

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

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
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	SCALE: 1" = 30'	DWN. BY: F. Blanco	JOB No. 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
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" gap/brake in the middle of the building.
Parking Space Requirements	Residential - 2 per Dwelling Unit Minimum	87
Guest Parking		2.0
Total Parking Spaces	(including 6 handicap spaces)	Required 174 Proposed 176
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
Loading Zone	Residential Loading Berths (660 SF)	1 per 1st 100 Units
containing a structure, adequate space for		100 Units
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



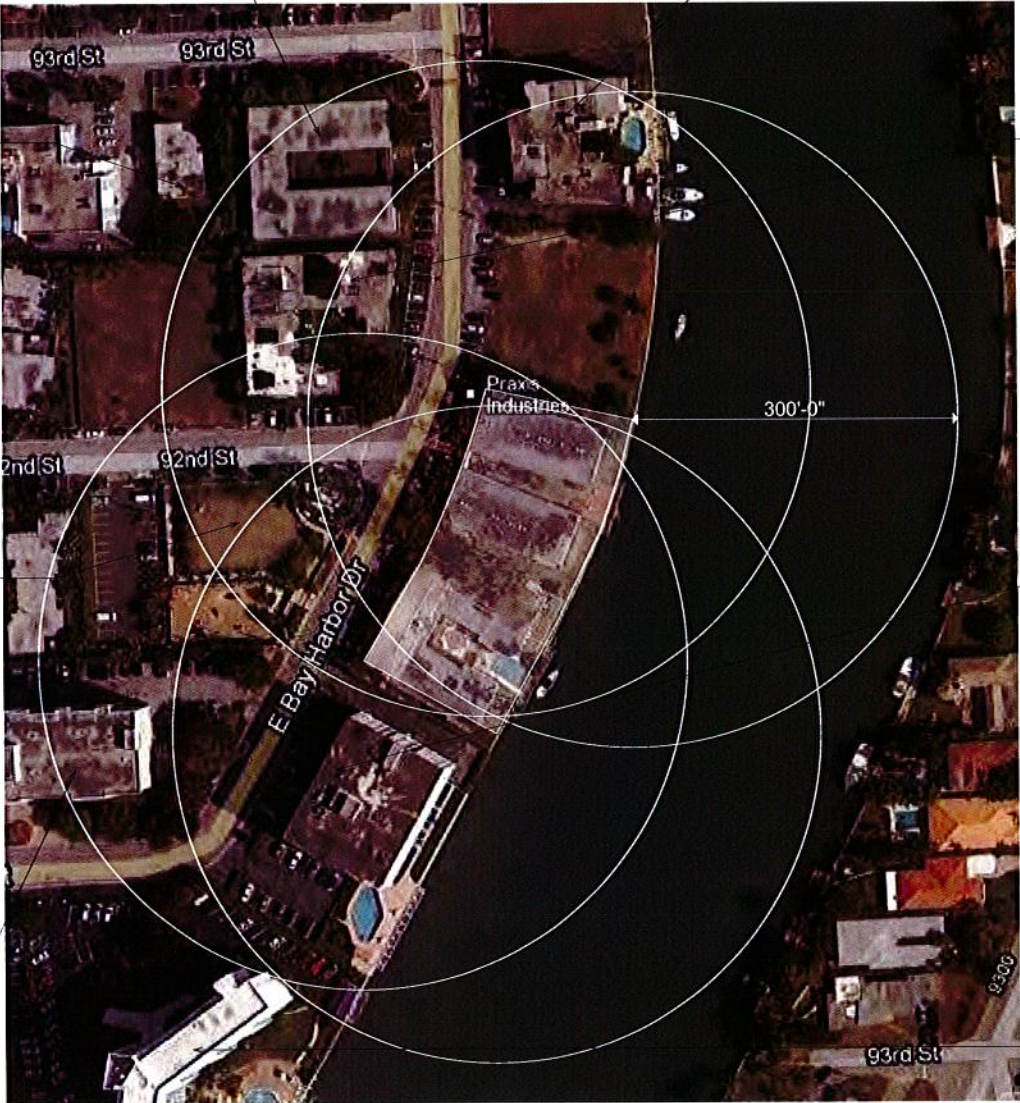
DUPLEX, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



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

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Atlanta
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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, FLORIDA 33154

OWNER
TAUBCO
TR

SCHEMATIC
DESIGN

Permit Revisions

Revision 1
May 10th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC.

FRANKEL BENAYOUN ARCHITECTS
1177 CANAL CIRCLE
BAY HARBOR ISLANDS
FLORIDA 33154

Date

05/14/2013

Drawing

BP - CV

Check by

BP

Scale

As Shown

Project No.

1216

A-002

TOP ELEV. 6.25 NGVD

PROPOSED GRADE 6.0 NGVD

NEIGHBOR ELEV. 5.8 NGVD

4"

12"

NOTE:
FOR GRAVITY WALL DETAIL REFER TO SHEET C-4

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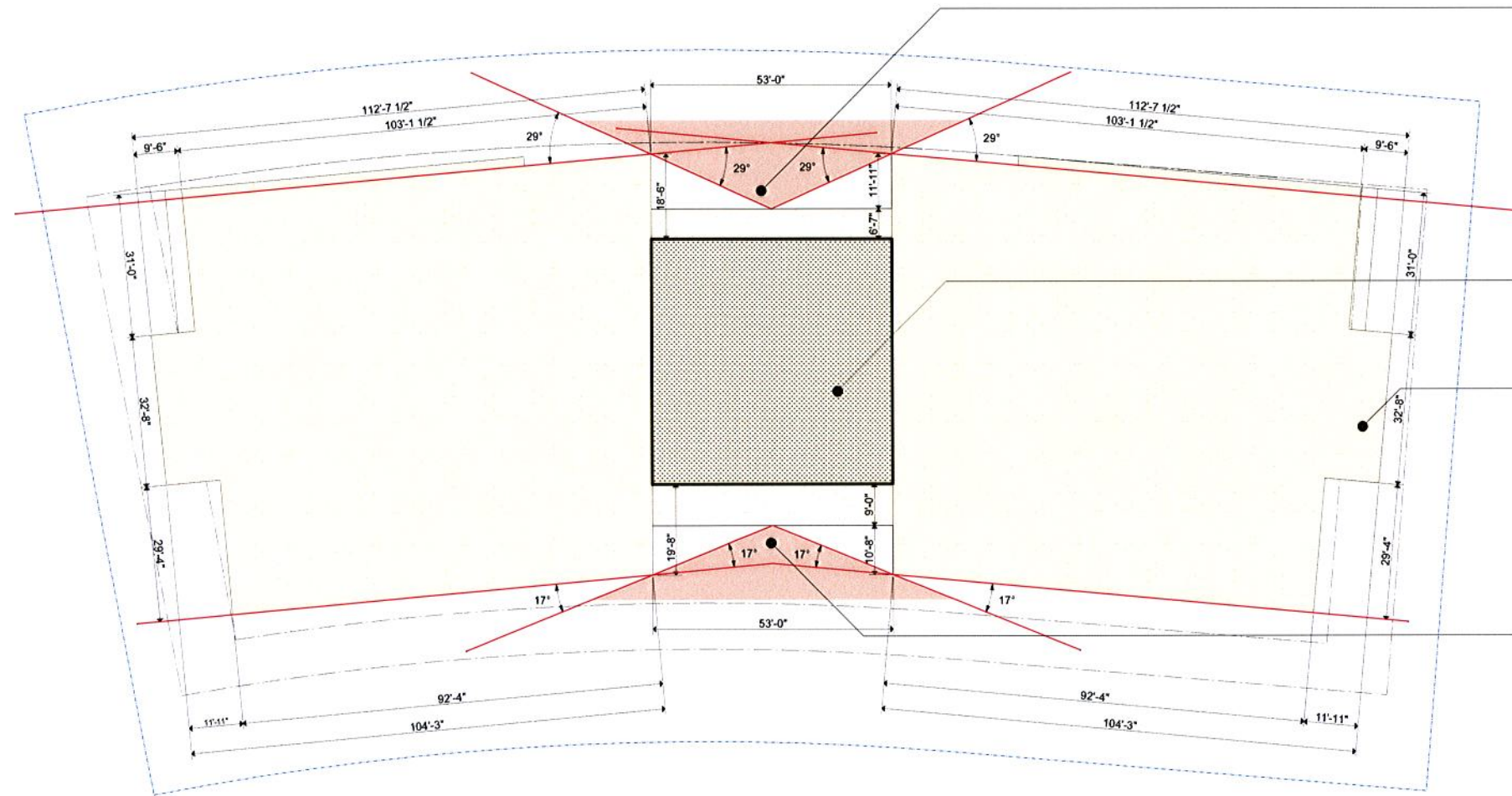


3 SECTION 2
SCALE: 1" = 20'



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DELIBERATED BRAKE ON THE BUILDING FACADE TO DIVIDE THE TWO BODIES A 29 DEGREE ANGLE IS ACHIEVED

53'-0" WIDE BREZZEWAY 3 LEVELS IN HEIGHT

32'-8" FLEX SETBACK

DELIBERATED BRAKE ON THE BUILDING FACADE TO DIVIDE THE TWO BODIES A 17 DEGREE ANGLE IS ACHIEVED

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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international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE SUITE 110
MIAMI, FL 33155
T: 305 580 8000
F: 305 580 8040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
8801 EAST BAY HARBOR DR.
BAY HARBOR BLVD. 33154, FLORIDA

OWNER
TAUBCO
T

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DESIGN

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May 10th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 WARE CO. COURSE
BAY HARBOR BLVD. 33154
FLORIDA

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05/14/2013
Drawing
BP - DV
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BP
Scale
As Shown
Project No.
1216

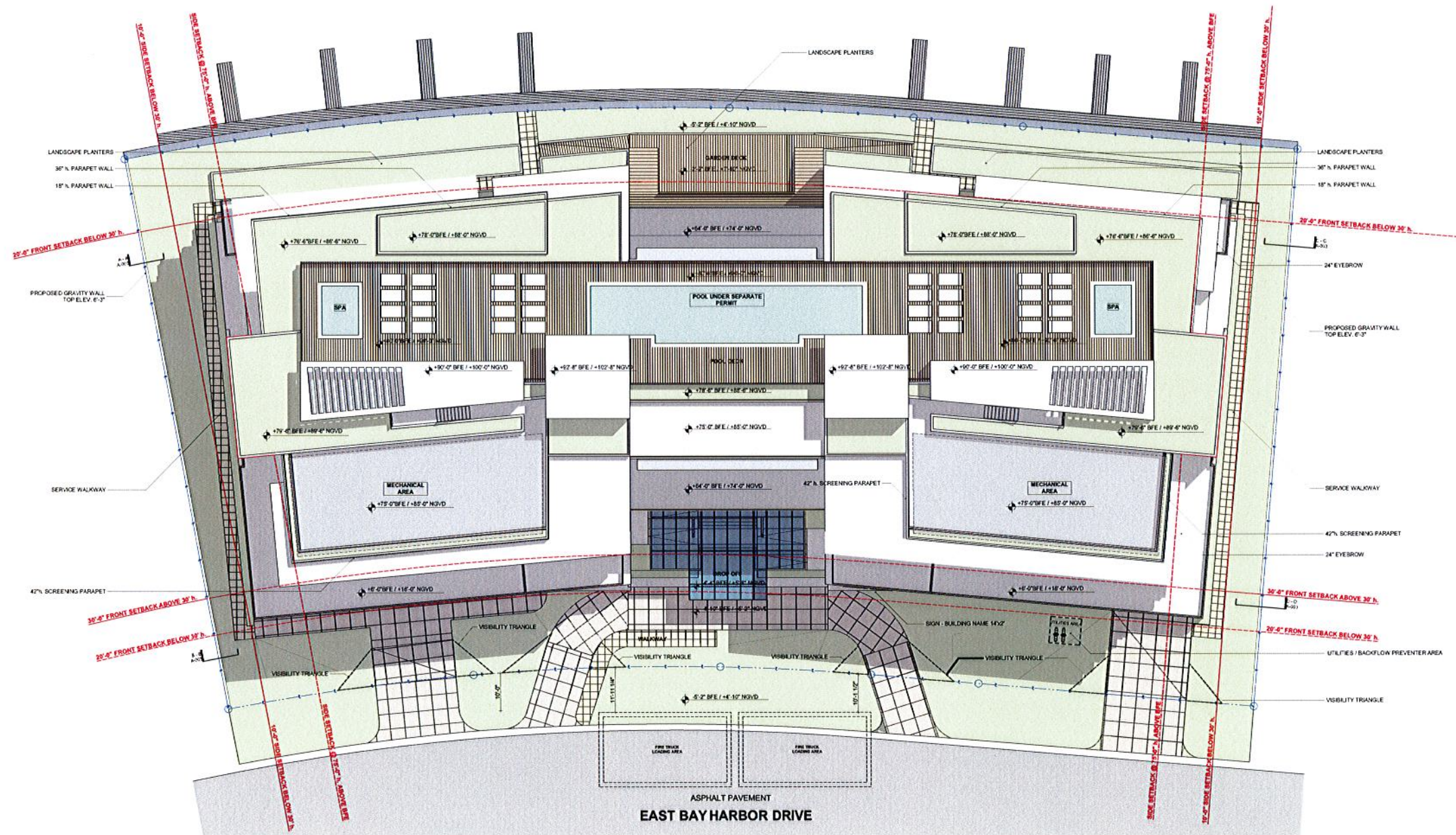
A-005

A-006



1 SITEPLAN - CONTEXT

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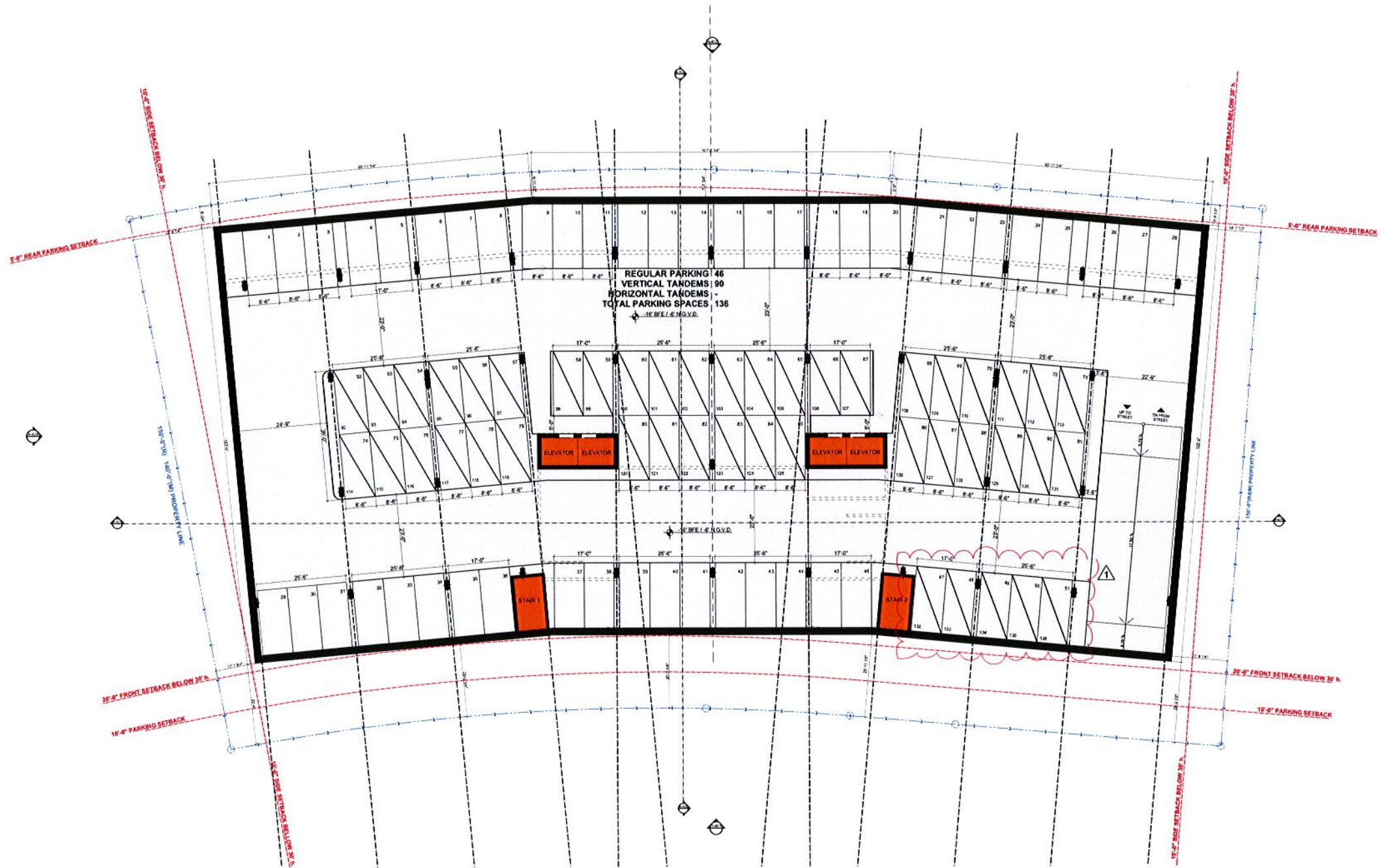


1

ISLAND HOUSE
SITE PLAN

SCALE: 1/16" = 1'-0"



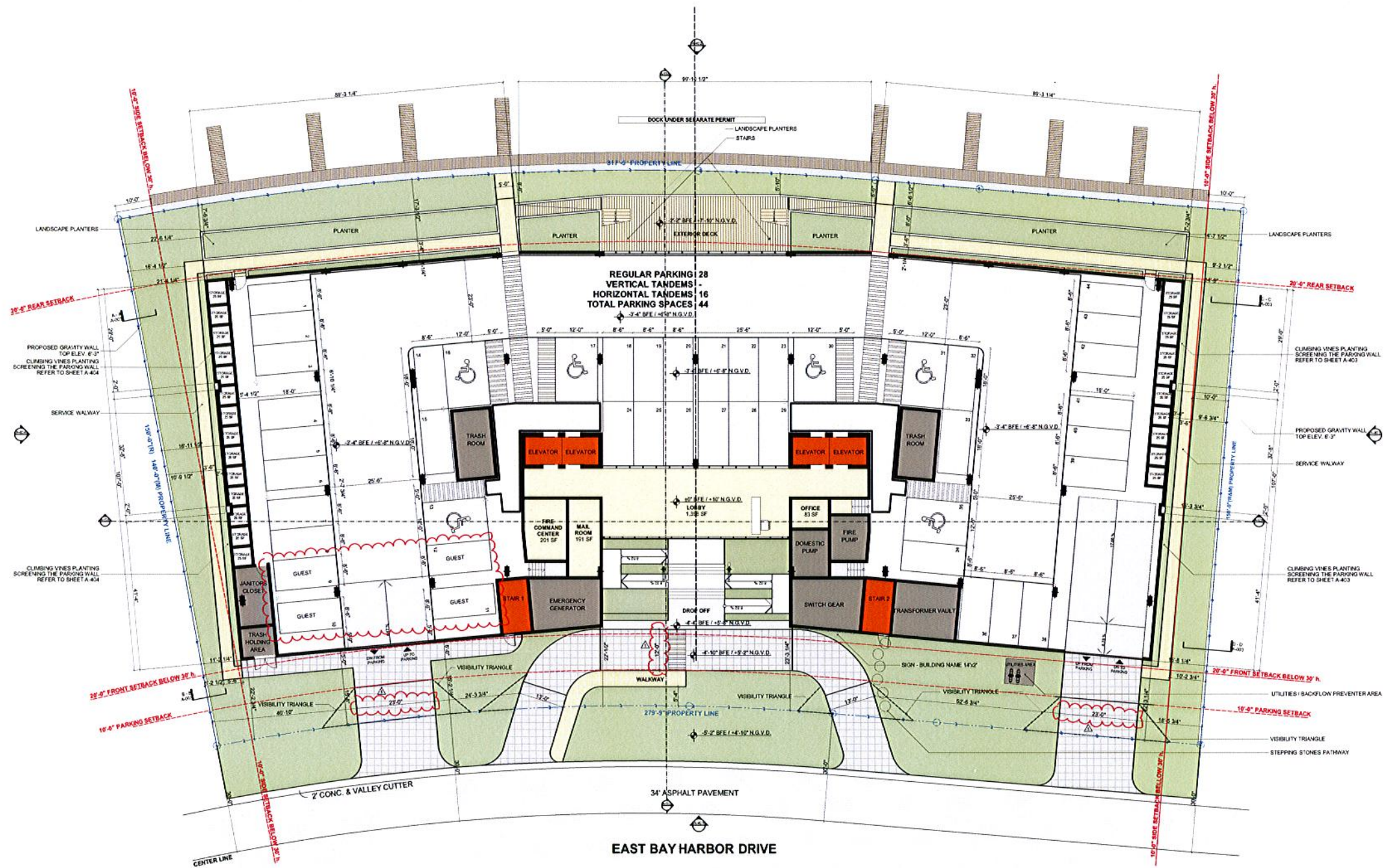


1

ISLAND HOUSE
PARKING LEVEL -1

SCALE: 1/16" = 1'-0"

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File: I:\work\1804\18040201216_2013 ISLAND HOUSE - BP.dwg saved by: Date: 5/16/2013



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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File: Isamwork/86M40201216_2013 ISLAND HOUSE - By R/Law saved by: Date: 5/16/2013



1

ISLAND HOUSE SECOND LEVEL

SCALE: 1/16" = 1'-0"

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Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE
SUITE 110
MIAMI, FL 33135
T 305.590.5000
F 305.590.5040

DESIGN BY

Luis O. Revuelta
AR.0007972

PROJECT

ISLAND HOUSE
8001 EAST BAY HARBOUR DR.
BAY HARBOR ISLANDS, 33154, FLORIDA

OWNER
TAUBCO
TT

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DESIGN

Permit/Revisions

Revision 1
May 10th, 2013

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ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC.

FRANKEL BENAYOUN ARCHITECTS
1177 KANE COURSE
BAY HARBOR ISLANDS
FLORIDA
33154

Date

05/14/2013

Drawing

BP - CIV

Check by

BP

Scale

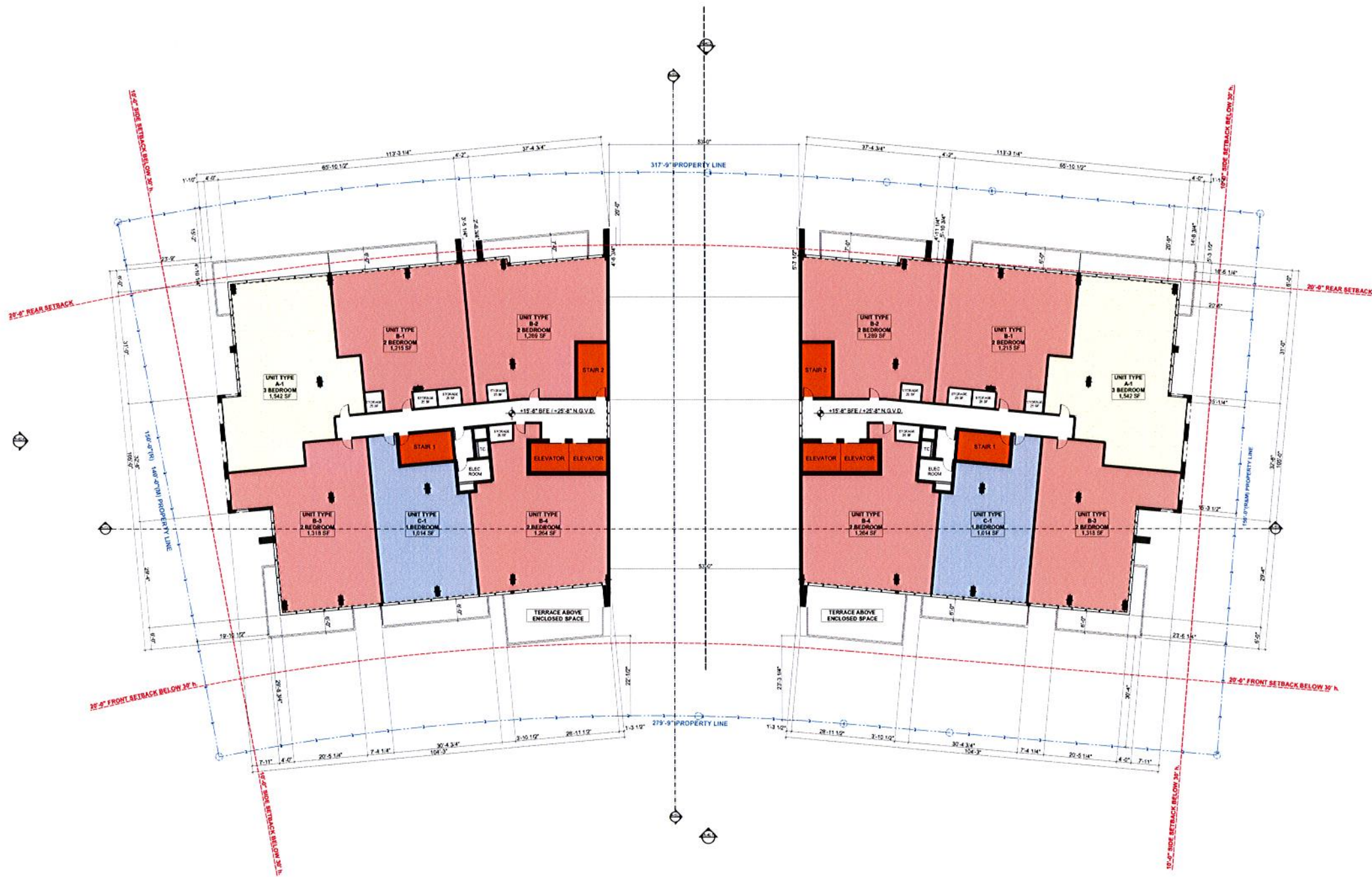
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Project No.

1216

A-103

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1

ISLAND HOUSE
THIRD TO FIFTH LEVEL

SCALE: 1/16" = 1'-0"

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Atlanta
Santiago, Chile

revuelta-architecture.com

2900 S.W. 27TH AVE. APT. 402
SUITE 110
MIAMI, FL 33135
T: 305.592.5000
F: 305.592.5040

DESIGN BY

Luis O. Revuelta
AR 0007872

PROJECT

ISLAND HOUSE
3201 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, 33154, FLORIDA

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May 10th, 2013

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ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC.

FRANKEL BENAYOUN ARCHITECTS
1177 KANE CO. COURSE
BAY HARBOR ISLANDS
FLORIDA
33154

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Drawing
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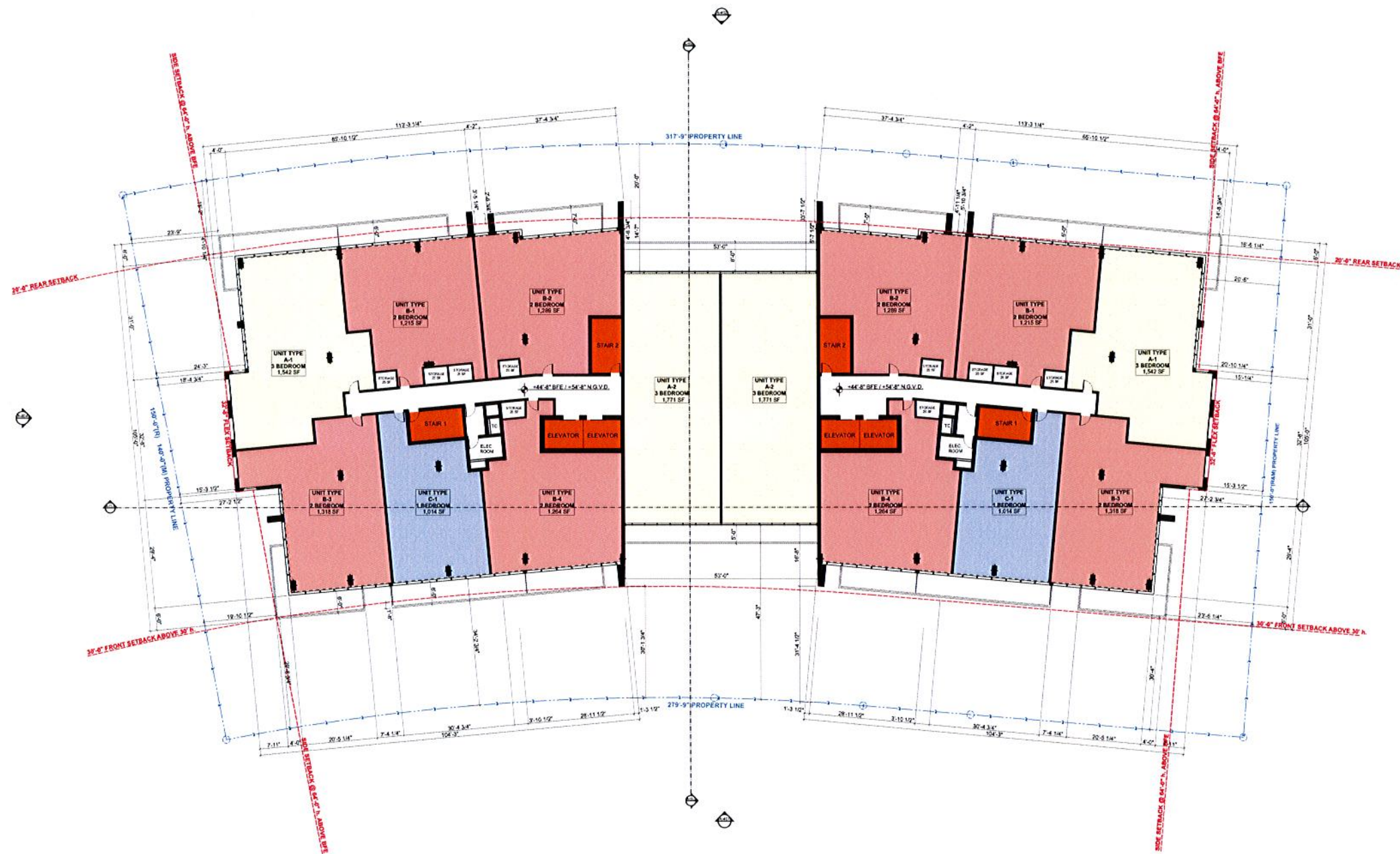
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1

ISLAND HOUSE
SIXTH TO SEVENTH LEVEL

SCALE: 1/16" = 1'-0"

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Atlanta
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2900 SW 27TH AVE APT. 110
MIAMI, FL 33135
T: 305.580.5000
F: 305.580.5000

DESIGN BY

Luis O. Revuelta
AR 0007872

PROJECT

ISLAND HOUSE
9801 EAST BAY HARBOUR DR
BAY HARBOR ISLANDS, FLORIDA 33154

OWNER
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ARCHITECT
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ARCHITECTS INC.
FRANKEL BENAYOUN ARCHITECTS
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1

ISLAND HOUSE EIGHTH LEVEL

SCALE: 1/16" = 1'-0"

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SUITE 1110
MIAMI, FL 33155
T 305.590.0000
F 305.590.0040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

5801 EAST BAY HARBOUR DR.
BAY HARBOR ISLANDS, 33154, FLORIDA



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ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS, INC.
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONOURSE
BAY HARBOR ISLANDS
FLORIDA
33154

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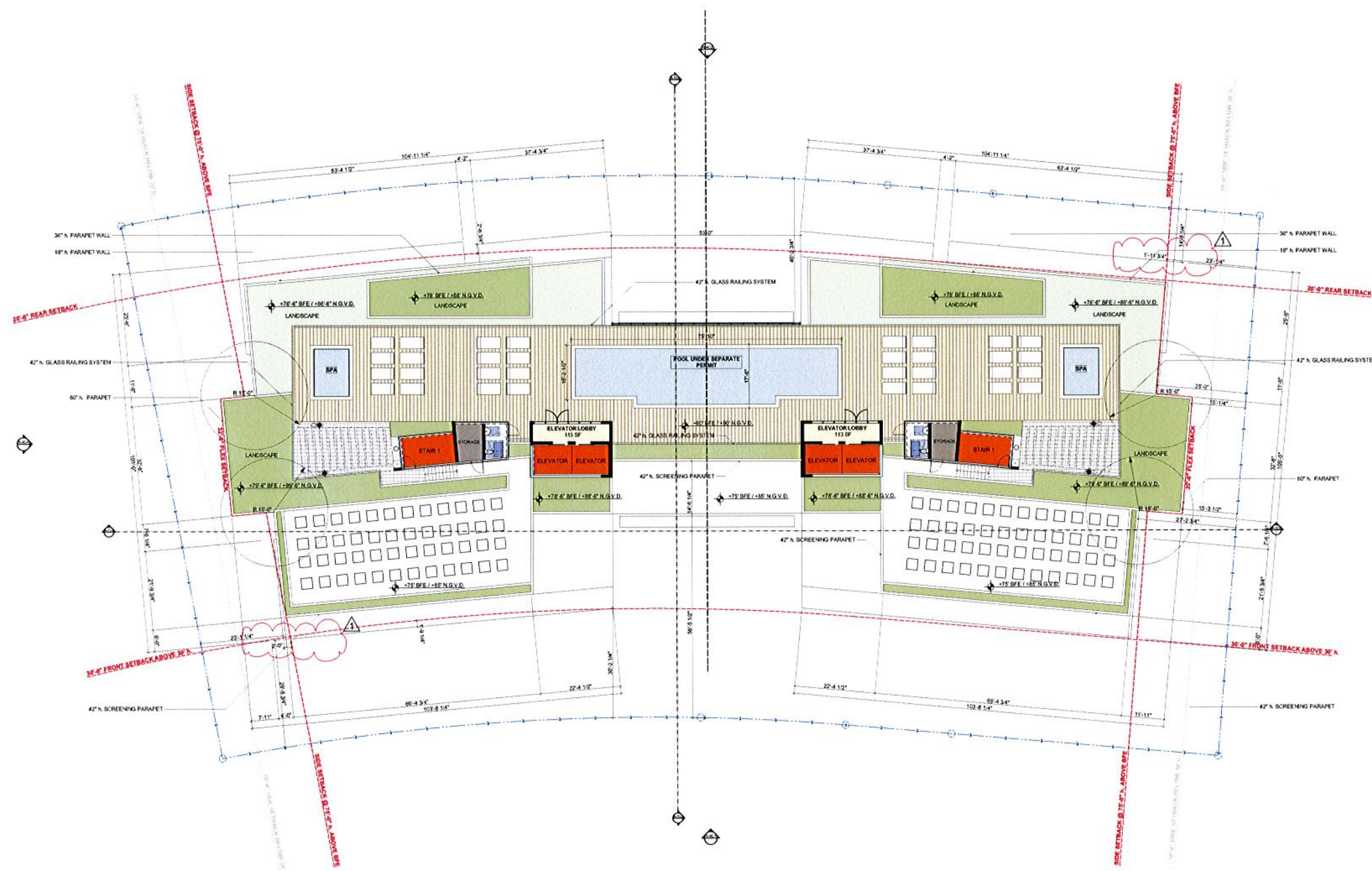
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A-106



N 

①

SCALE: 1/16" = 1'-0"

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Atlanta
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2950 SW 87TH AVENUE
SUITE 110
MIAMI, FL 33155
T 305.580.5000
F 305.580.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

5801 EAST BAY HARBOUR DR.
BAY HARBOR ISLANDS, 33154, FLORIDA

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TAUBCO
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DESIGN

Permit Revisions
Revision 1
May 10th, 2013

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ARCHITECT
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ARCHITECTS, INC.
FRANKEL BENAYOUN ARCHITECTS
1177 WARE CO. COURSE
BAY HARBOR ISLANDS
FLORIDA
33154

Date
05/14/2013

Drawing
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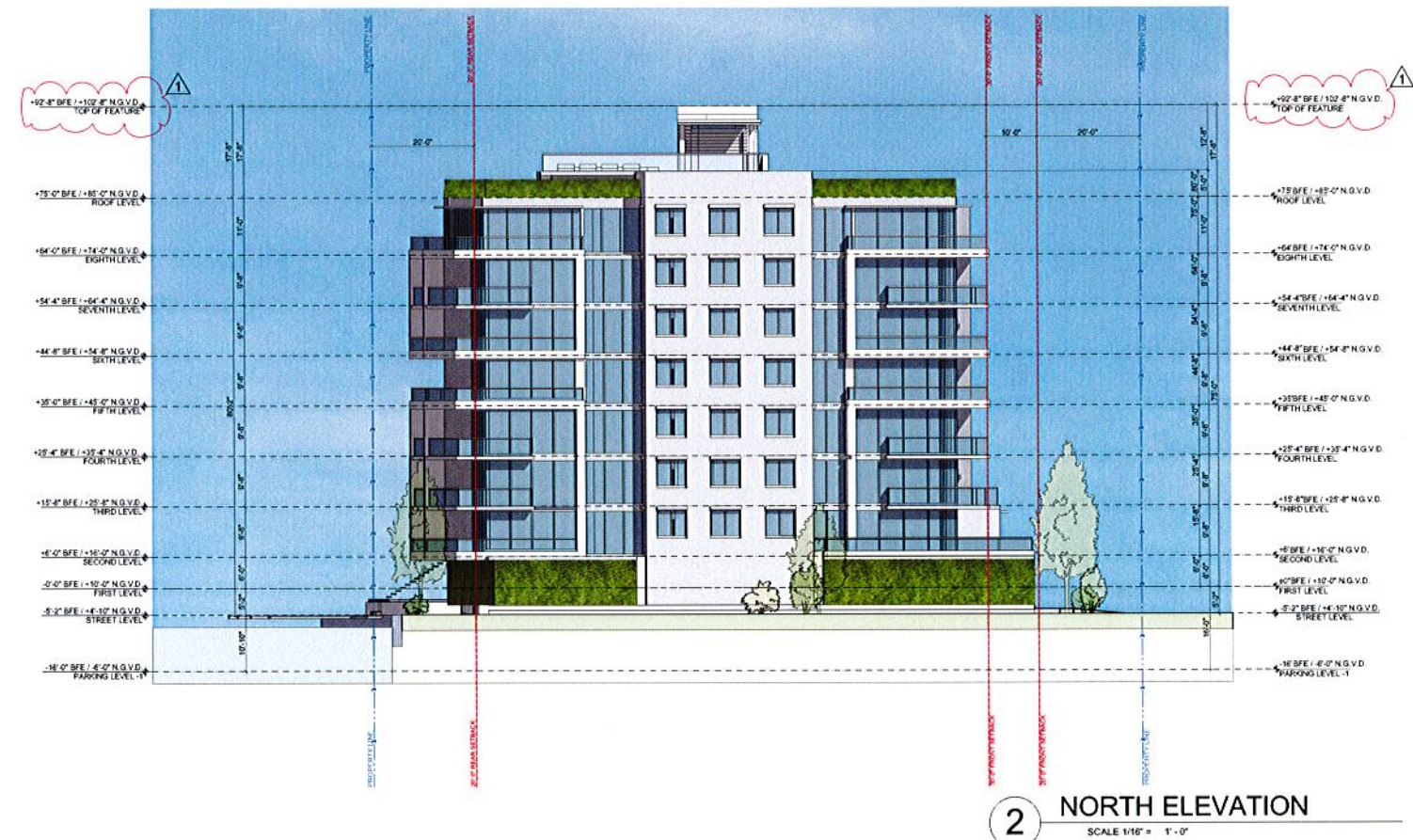
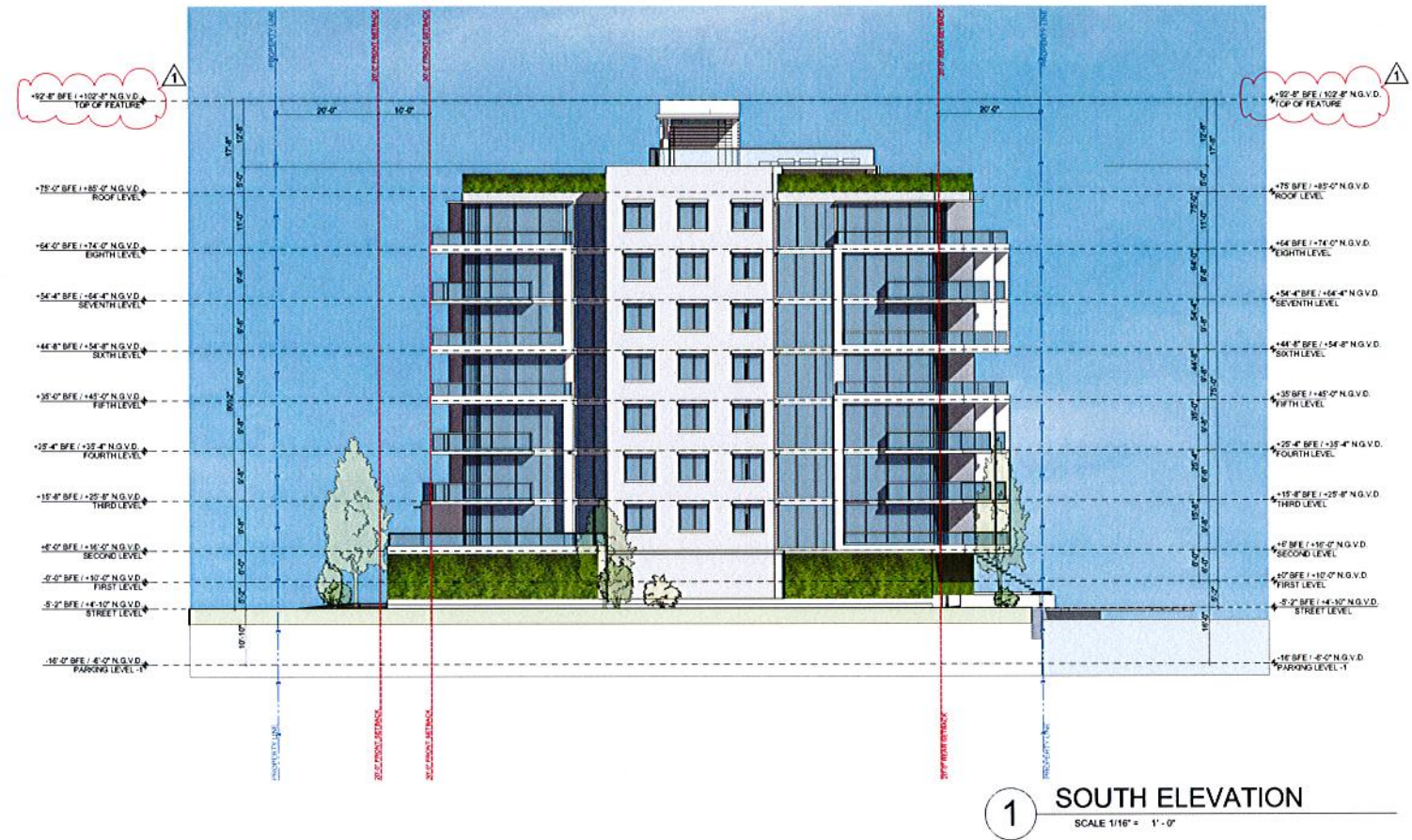
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Atlanta
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2950 SW 37TH AVE. SUITE 110
MIAMI, FL 33135
T 305.590.5000
F 305.590.5000

DESIGN BY

Luis O. Revuelta
AR 0007872

PROJECT

ISLAND HOUSE
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BAY HARBOUR ISLANDS, 33154, FLORIDA

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Permit Revisions

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FLORIDA
33154

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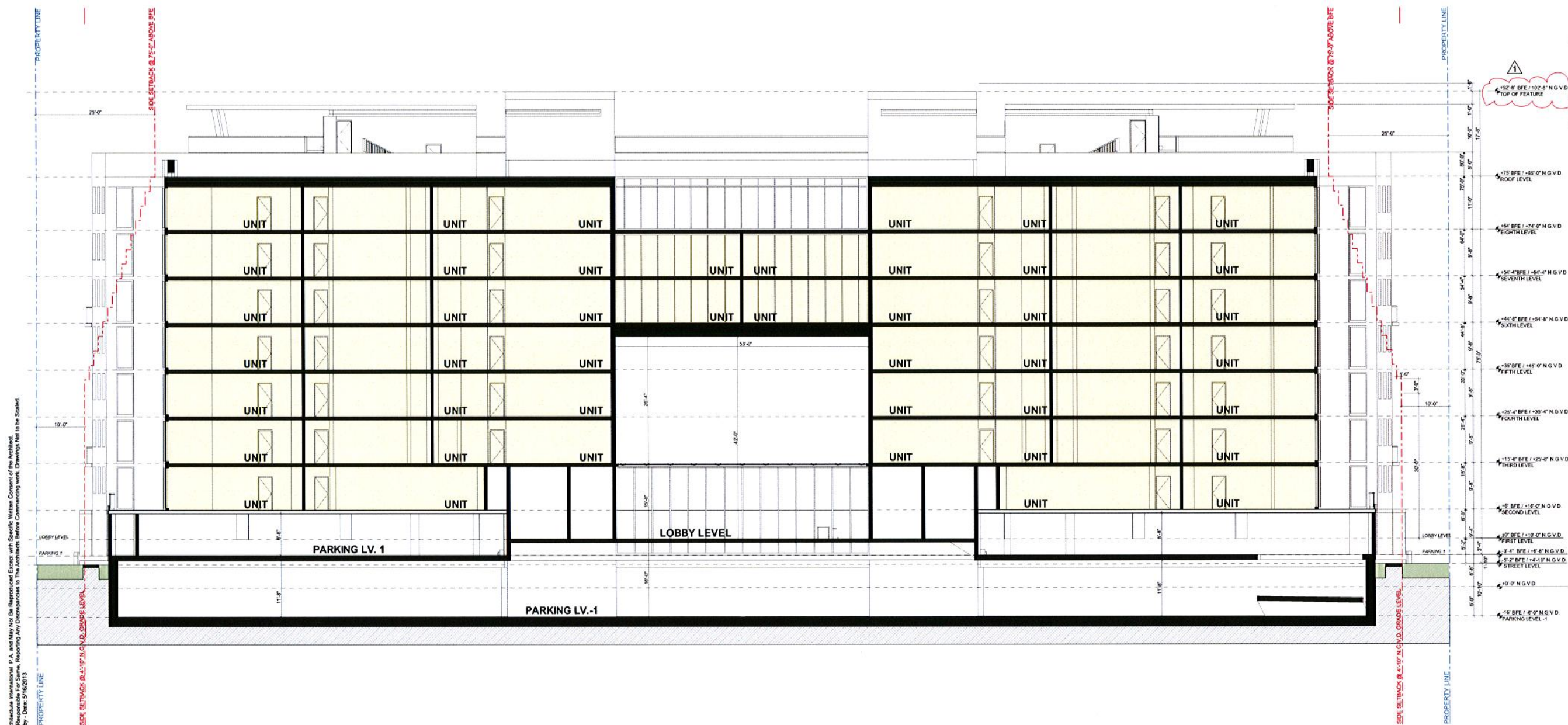
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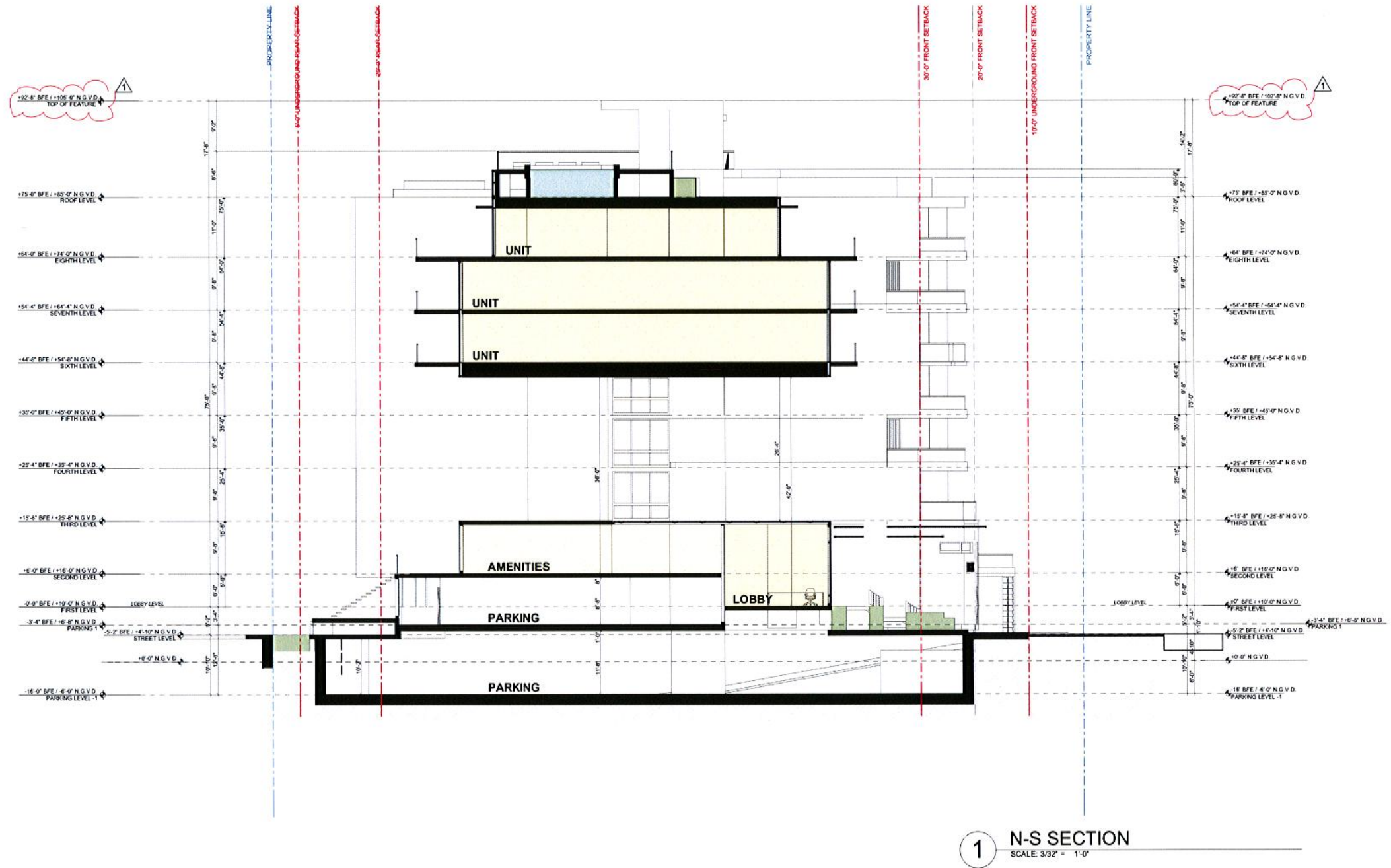
A-402



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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2950 SW 27TH AVE APT. 110
SUITE 110
MIAMI, FL 33130
T: 305.580.0000
F: 305.580.1000

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
8001 EAST BAY HARBOUR DR.
BAY HARBOR ISLANDS, 33154, FLORIDA

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A-502



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Atlanta
Santiago, Chile

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2900 SW 27TH AVE. APT. 110
MIAMI, FL 33135
T: 305.580.5000
F: 305.580.5000

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

9801 EAST BAY HARBOUR DR.
BAY HARBOR ISLANDS, 33154, FLORIDA

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FRANKEL BENAYOUN ARCHITECTS
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33154

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Project No.

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R-001

ISLAND HOUSE

AT

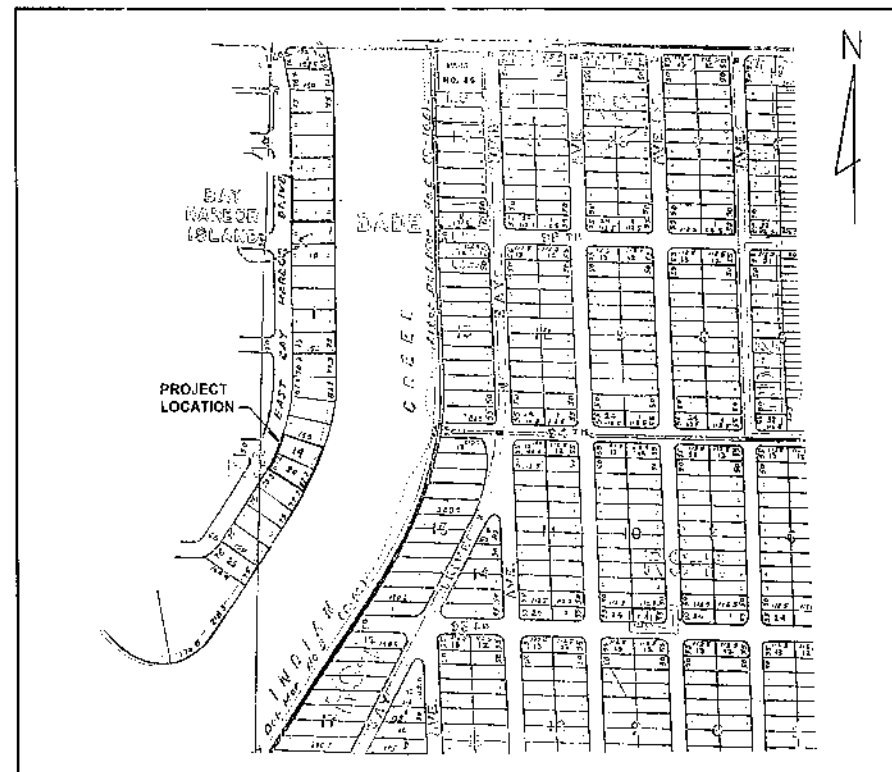
9201 EAST BAY HARBOR DRIVE

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 ISLAND' ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC
RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

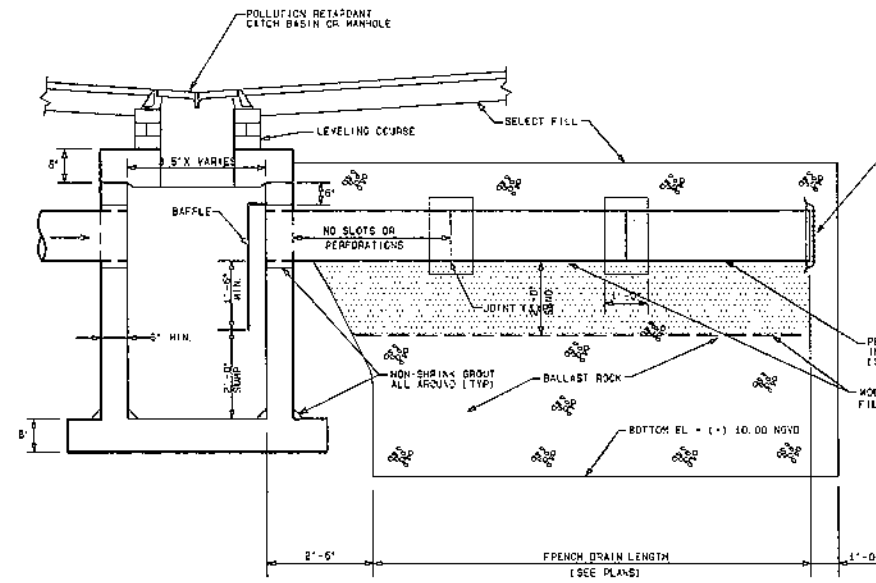
ENGINEERS:

V. S. N. ENGINEERING, INC.
CIVIL ENGINEERS

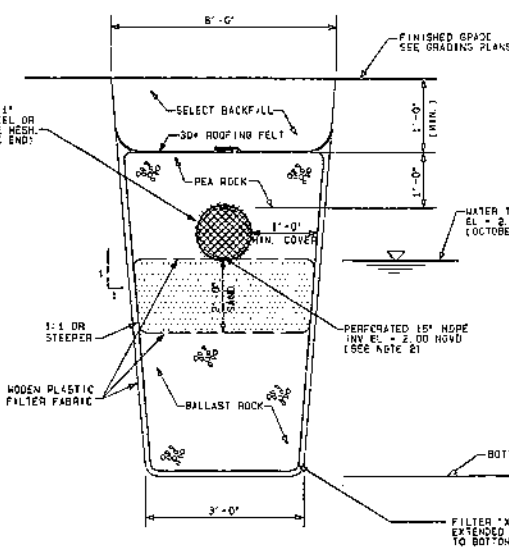
8550 W. FLAGLER STREET, SUITE 113
MIAMI, FLORIDA 33144
TEL (305) 551-6267
FAX (305) 551-4542

LIST OF DRAWINGS:

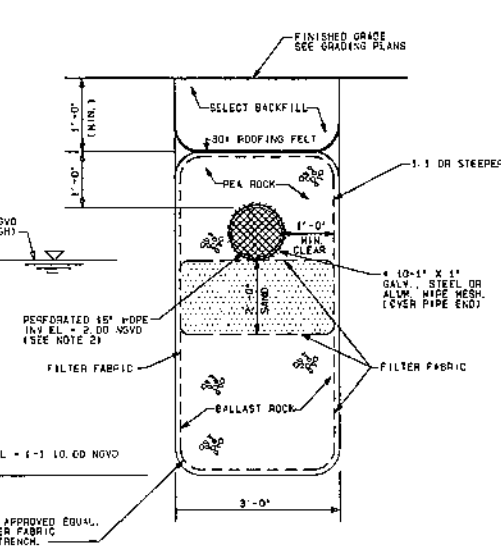
C-0	COVER SHEET AND LOCATION MAP
C-1	SITE AND PAVING PLAN
C-2	SITE AND PAVING DETAILS
C-3	DRAINAGE PLAN
C-4	GRADING PLAN
C-5	STORM DRAINAGE DETAILS
C-6	SEDIMENT TANK AND DRAINAGE WELL NO. 1 DETAILS
C-7	SEDIMENT TANK AND DRAINAGE WELL NO. 2 DETAILS
C-8	SEDIMENT TANK PRESSURE RELEASE VENT DETAIL
C-9	SITE UTILITIES PLAN
C-10	WATER PROFILES



LONGITUDINAL SECTION
N.T.S.

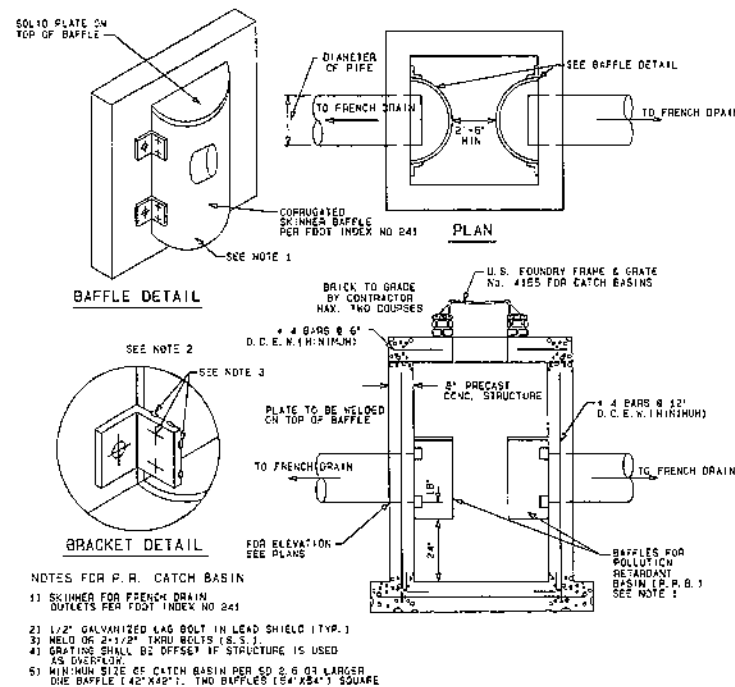


ALTERNATE CROSS-SECTION DETAIL
FOR SANDY SOIL CONDITION
N.T.S.



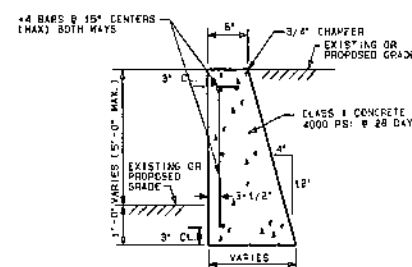
TRANSVERSE SECTION DETAIL
N.T.S.

- 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\"/>

POLLUTION RETARDANT CATCH BASING DETAIL
N.T.S.



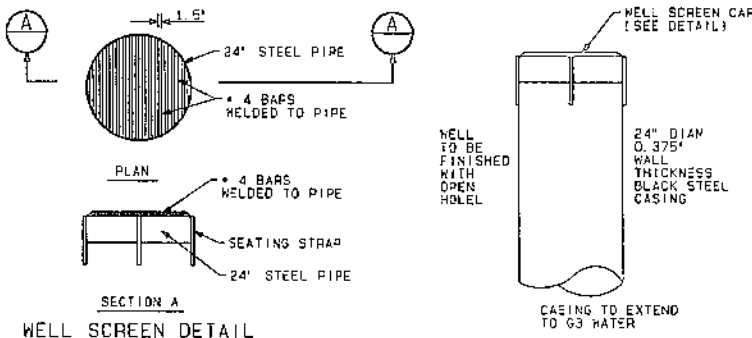
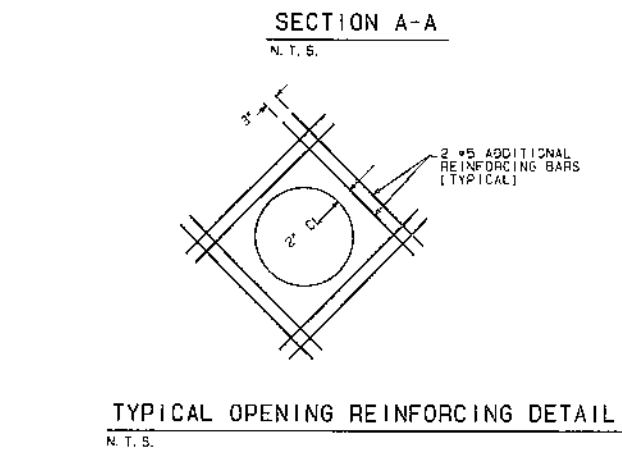
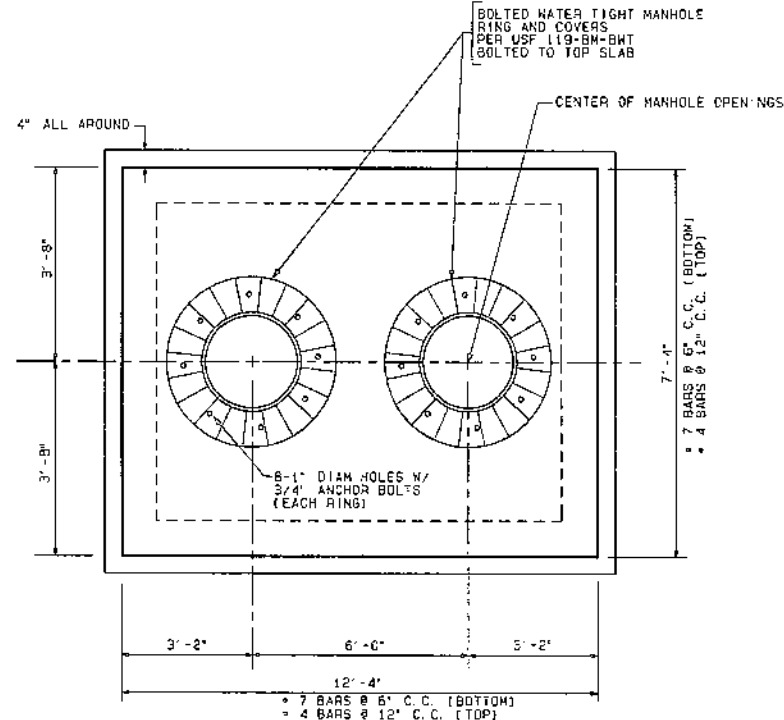
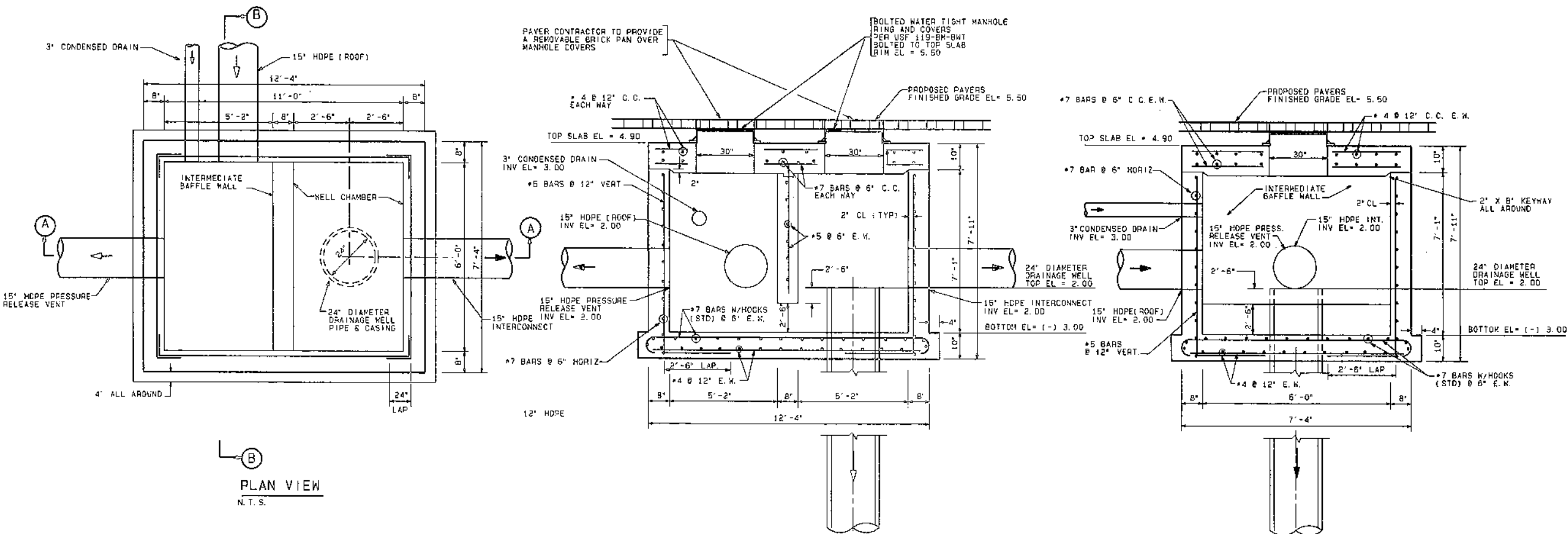
GRAVITY WALL DETAIL
N.T.S.

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 Gutter.....	R 14.6
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. 4. Drains/Trenches to be ZURK 2-BR 12" Parma-Trench as per ZURK FLO-DRAIN COMPANY (813) 754-7145 or approved equal.
16. Trench Drains shall be capable of conveying a minimum flow of 1,769 gpm at the last down stream section.
17. Contractor shall submit Shop Drawings and documentation for review and approval prior to ordering and shall strictly follow manufacturer's Specifications and Installation Instructions.
18. Trench Drain grates shall be selected by the Project Architect

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- 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

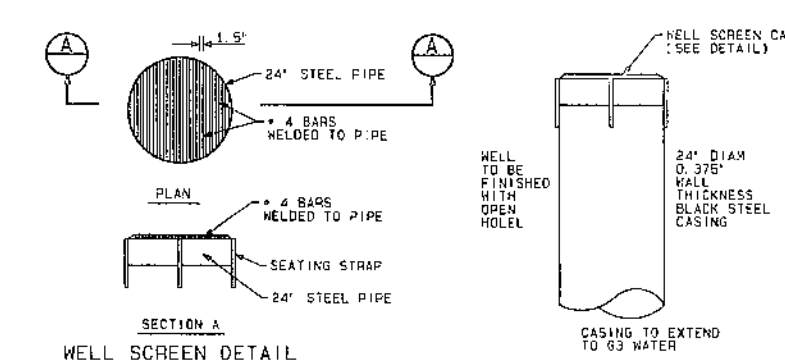
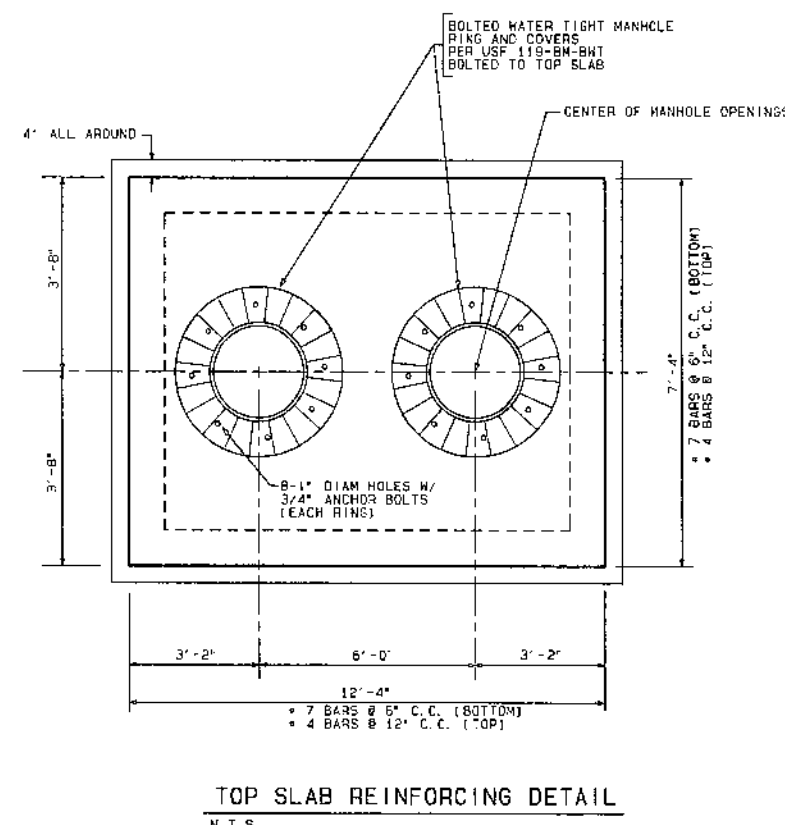
CIVIL
LAND DEVELOPMENT
TRAFFIC AND TRANSPORTATION
8550 W. FLAGLER ST. SUITE 113, MIAMI, FLORIDA 33144
TEL: (305) 551-6867 FAX (305) 551-4542
e-mail: vsm@vsmeng.com

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



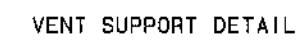
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RODOLFO J. YARGAS
PE # 35648

drawing

SEDIMENT TANK AND DRAINAGE WELL NO 2 DETAILS

C-7



SEDIMENT TANK
PRESSURE RELEASE VENT DETAIL

ISLAND CLUB TOWERS
BAY HARBOR, FLORIDA
9461 EAST HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA

drawing

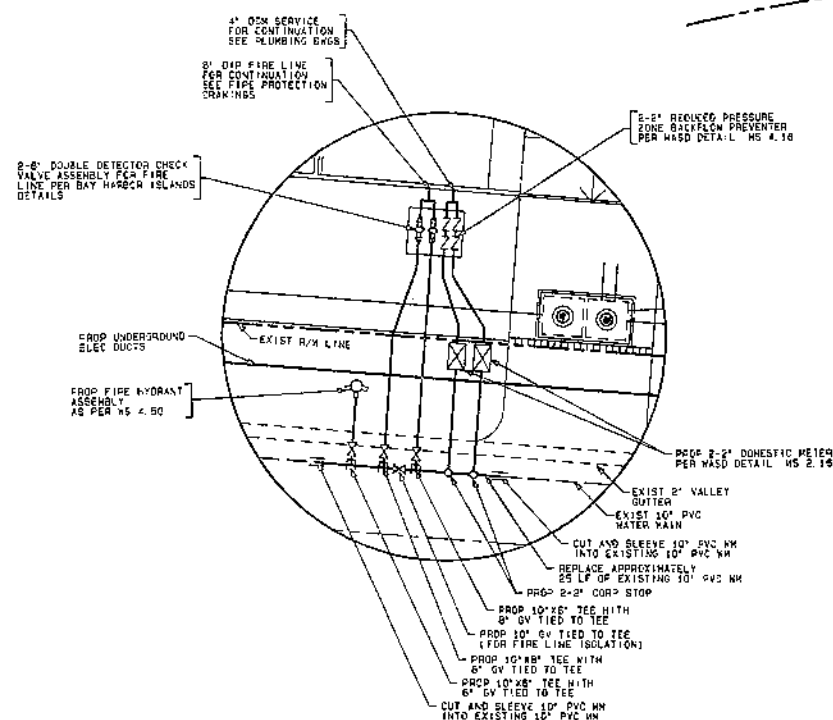
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CANAL

N
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' 20' 10' 0' 20'

SITE UTILITIES PLAN

EV S N

ISLAND CLUB TOWERS
AT9201 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

Professional Engineer
 State of Florida
 License No. 12020-01

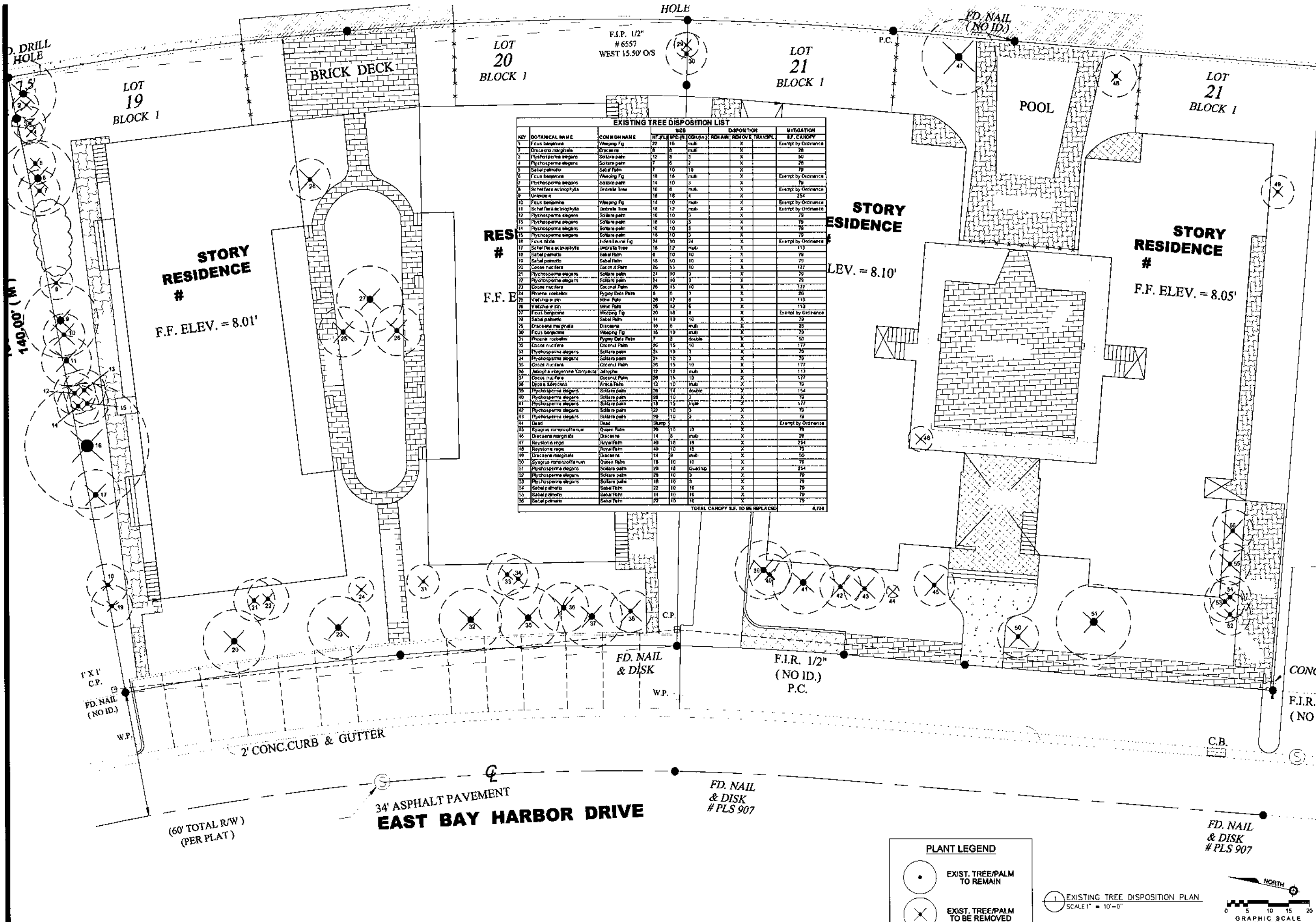
CERTIFICATE OF AUTH #5589

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	SP. (IN)	DBH (IN)	REMARKS	REMOVAL	REPLACEMENT	MITIGATION
1	Ficus bengalensis	Weeping Fig	22	16	multi		X		Exempt by Ordinance
2	Dracaena marginata	Dracena	8	8	multi		X		26
3	Psychospermum elegans	Solitaire palm	12	8	3		X		50
4	Psychospermum elegans	Solitaire palm	8	7	2		X		26
5	Sabal palmetto	Sabal palm	7	10	10		X		79
6	Ficus bengalensis	Weeping Fig	18	16	multi		X		Exempt by Ordinance
7	Psychospermum elegans	Solitaire palm	14	10	3		X		79
8	Schaffneria acutophylla	Dracena tree	18	8	multi		X		Exempt by Ordinance
9	Unident.		18	18	4		X		254
10	Ficus bengalensis	Weeping Fig	18	10	multi		X		Exempt by Ordinance
11	Schaffneria acutophylla	Dracena tree	18	12	multi		X		Exempt by Ordinance
12	Psychospermum elegans	Solitaire palm	16	10	3		X		79
13	Psychospermum elegans	Solitaire palm	16	10	3		X		79
14	Psychospermum elegans	Solitaire palm	16	10	3		X		79
15	Psychospermum elegans	Solitaire palm	18	10	3		X		79
16	Ficus bengalensis	Weeping Fig	24	30	24		X		Exempt by Ordinance
17	Schaffneria acutophylla	Dracena tree	18	12	multi		X		113
18	Sabal palmetto	Sabal palm	8	10	10		X		79
19	Sabal palmetto	Sabal palm	18	10	10		X		79
20	Coccothrinax	Coconut palm	26	15	10		X		177
21	Psychospermum elegans	Solitaire palm	16	10	3		X		79
22	Psychospermum elegans	Solitaire palm	24	16	3		X		79
23	Coccothrinax	Coconut palm	26	15	10		X		177
24	Phoenix roebelenii	Pygmy Date Palm	8	6	3		X		26
25	Washingtonia	Wine Palm	26	12	6		X		113
26	Washingtonia	Wine Palm	26	12	6		X		113
27	Ficus bengalensis	Weeping Fig	20	14	8		X		Exempt by Ordinance
28	Sabal palmetto	Sabal palm	14	10	10		X		79
29	Dracaena marginata	Dracena	10	6	multi		X		26
30	Ficus bengalensis	Weeping Fig	18	10	multi		X		79
31	Phoenix roebelenii	Pygmy Date Palm	7	3	double		X		50
32	Coccothrinax	Coconut palm	26	15	10		X		177
33	Psychospermum elegans	Solitaire palm	24	16	3		X		79
34	Psychospermum elegans	Solitaire palm	24	16	3		X		79
35	Coccothrinax	Coconut palm	26	15	10		X		177
36	Metophia elegans	Dracena	12	12	multi		X		113
37	Coccothrinax	Coconut palm	26	15	10		X		177
38	Washingtonia	Wine Palm	26	12	6		X		113
39	Psychospermum elegans	Solitaire palm	26	14	double		X		154
40	Psychospermum elegans	Solitaire palm	28	10	3		X		79
41	Psychospermum elegans	Solitaire palm	18	12	3		X		177
42	Psychospermum elegans	Solitaire palm	22	10	3		X		79
43	Psychospermum elegans	Solitaire palm	20	10	3		X		79
44	Dracaena	Dracena	20	10	3		X		Exempt by Ordinance
45	Eragrostis amabilis	Queen Palm	26	10	10		X		79
46	Dracaena marginata	Dracena	14	8	multi		X		26
47	Raystonia regia	Royal Palm	40	18	18		X		254
48	Raystonia regia	Royal Palm	40	18	18		X		79
49	Dracaena marginata	Dracena	14	8	multi		X		26
50	Syagrus romanzoffiana	Queen Palm	18	10	10		X		79
51	Psychospermum elegans	Solitaire palm	20	18	quadrup		X		254
52	Psychospermum elegans	Solitaire palm	26	10	3		X		79
53	Psychospermum elegans	Solitaire palm	18	10	3		X		79
54	Sabal palmetto	Sabal palm	22	10	10		X		79
55	Sabal palmetto	Sabal palm	14	10	10		X		79
56	Sabal palmetto	Sabal palm	22	10	10		X		79
TOTAL CANOPY S.F. TO BE REPLACED									4,734

17670 NW 78th Ave., Suite 214
MIAMI, FLORIDA 33515
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

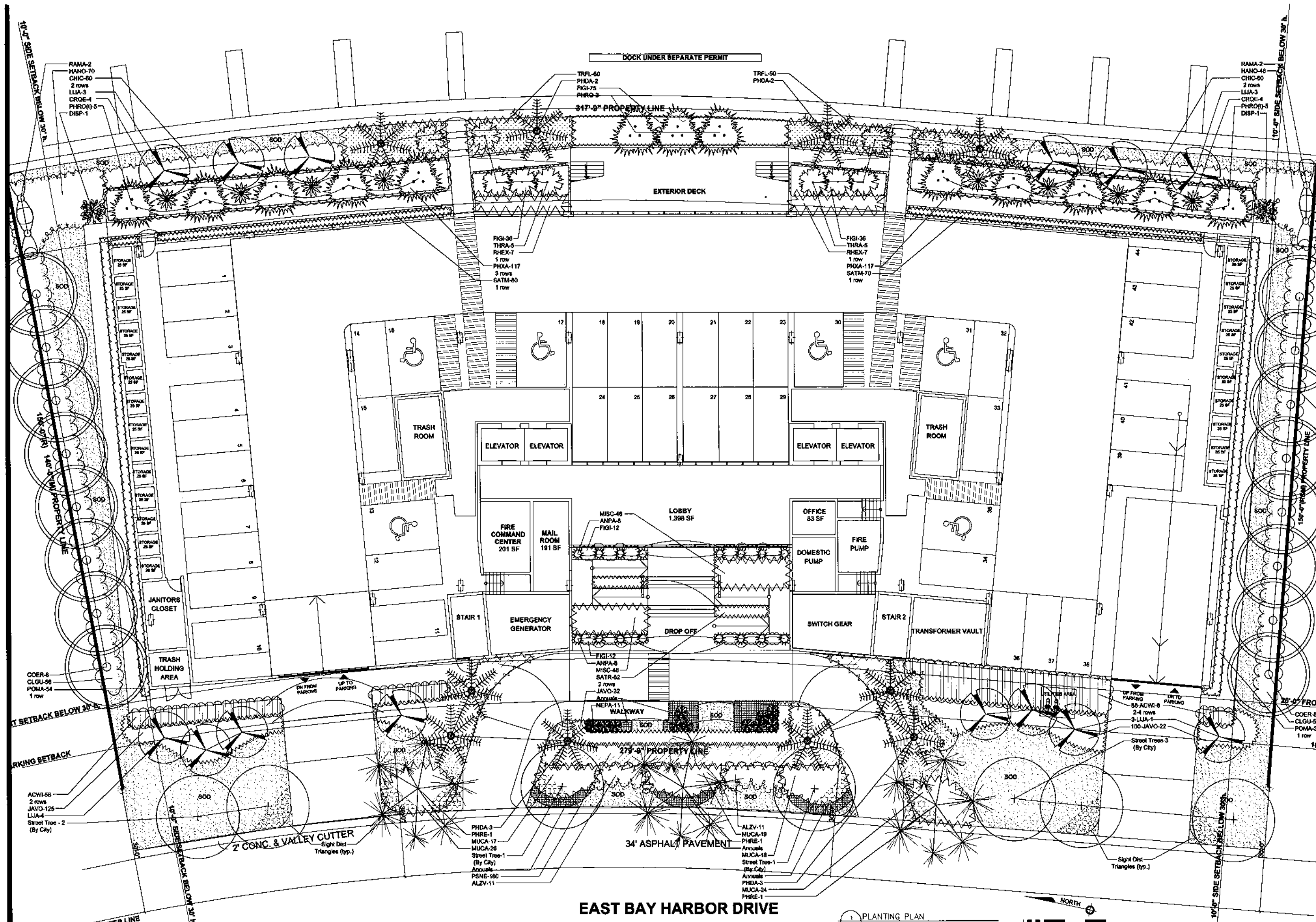
BP Rosenberg
Mar. Gardner
DATE
11.19.2012

FLA #143
FLA #1508
DATE
11.30.12
5.22.13

REVISIONS

SCALE 1"=10'-0"

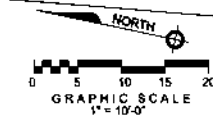
SHEET LA-1



EAST BAY HARBOR DRIVE

NOTE: See Sheet LA-4 for Plant List

PLANTING PLAN
SCALE: 1" = 10'-0"



17670 NW 78th Ave., Suite 214
MIAMI, FLORIDA 33153
PHONE: 305-342-1016
FAX: 305-342-1017
E-MAIL: info@rosenberggardner.com
CORPORATE # LCO000006

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 PLAN

By Rosenberg
Plan Gardner
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 cleared at the areas 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.

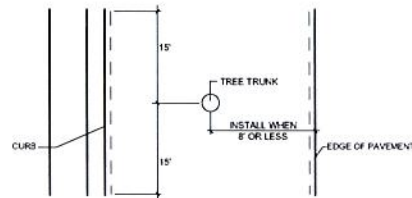
For all sod areas: spread a 2" deep layer of lawn sand prior to sodding. Remove all debris and rocks and pebbles larger than 1 inch in size and level the grade before sodding. Remove, if required, existing soil so that top of sod is flush with and adjacent top of curb or pavement.

SPACING OF PLANTS (SEE PLANT SPACING DETAIL)

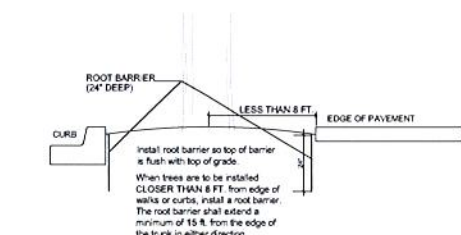
1. Plants shall be planted sufficiently away from edges of pavements or curbs, to allow for growth toward the edges of the bed.

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.

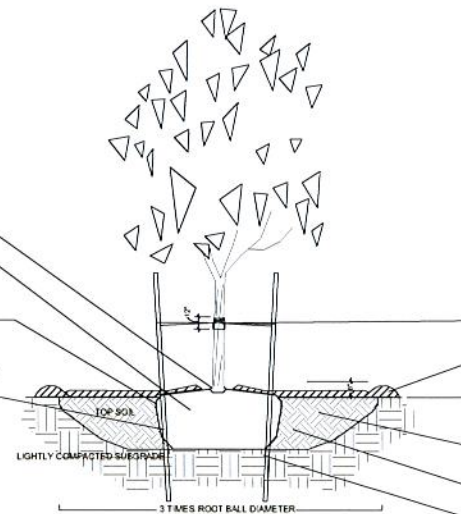


PLAN VIEW



ROOT BARRIER INSTALLATION DETAIL

N.T.S.



PLANTING & BRACING DETAIL UNDER 3 1/2" 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 ^a	Estimated at maturity ^a		
COER	16		Conocarpus erectus	Green Buttonwood	X		16'	30'	20'	16	
LUA	11		Livistonia 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 5+ 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				

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

A. Square feet of open space required by Chapter 33, as indicated on site plan: 9,000 11,806

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: - -

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

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

A. The number of trees required per net lot acre: 28 34

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 10

Palms as street trees (max. average spacing of 25' o.c.): 0 linear feet along street / 25' = 0 0

Street trees located directly beneath power lines (Max. average spacing 25' o.c.): - -

linear feet along street / 25' = - -

TOTAL STREET TREES REQUIRED: 7 7

GRAND TOTAL TREES REQUIRED: 36 41

GRAND TOTAL NEW TREES REQUIRED: 36 41

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

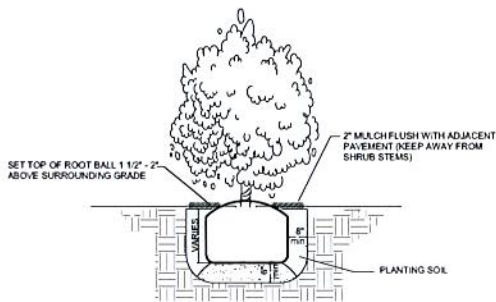
E. Percentage of drought tolerant trees required = number of trees provided x 50% = 18 23

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

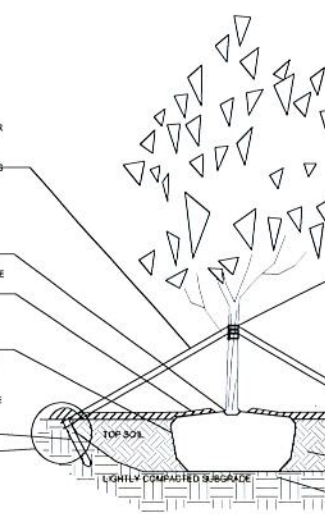


SHRUB INSTALLATION DETAIL

N.T.S.

SHRUB SPACING DIAGRAM

N.T.S.



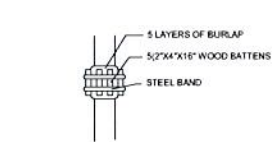
PLANTING & BRACING DETAIL OVER 3 1/2" CALIPER

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
CROE	Croton asialicum 'Queen Emma' ...Queen Emma Croton	8	ea	36" x 36"
DGP	Dioon spinulosum ...Giant Dioon	2	ea	36" x 36"
FICI	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.
LUA	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 roebellini ...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	Rhapis excelsa ...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	Thunax radiata ...Green Thatch Palm	10	ea	4-5' tall overall
TRFL	Tripsicum dactyloides ...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' Planting Soil 70% Silica Sand 30% Everglades Muck Shredded Melaleuca Mulch	4750	s.f.	sod sod as req c.y. as req c.y.

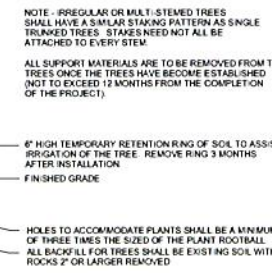
DETAIL A

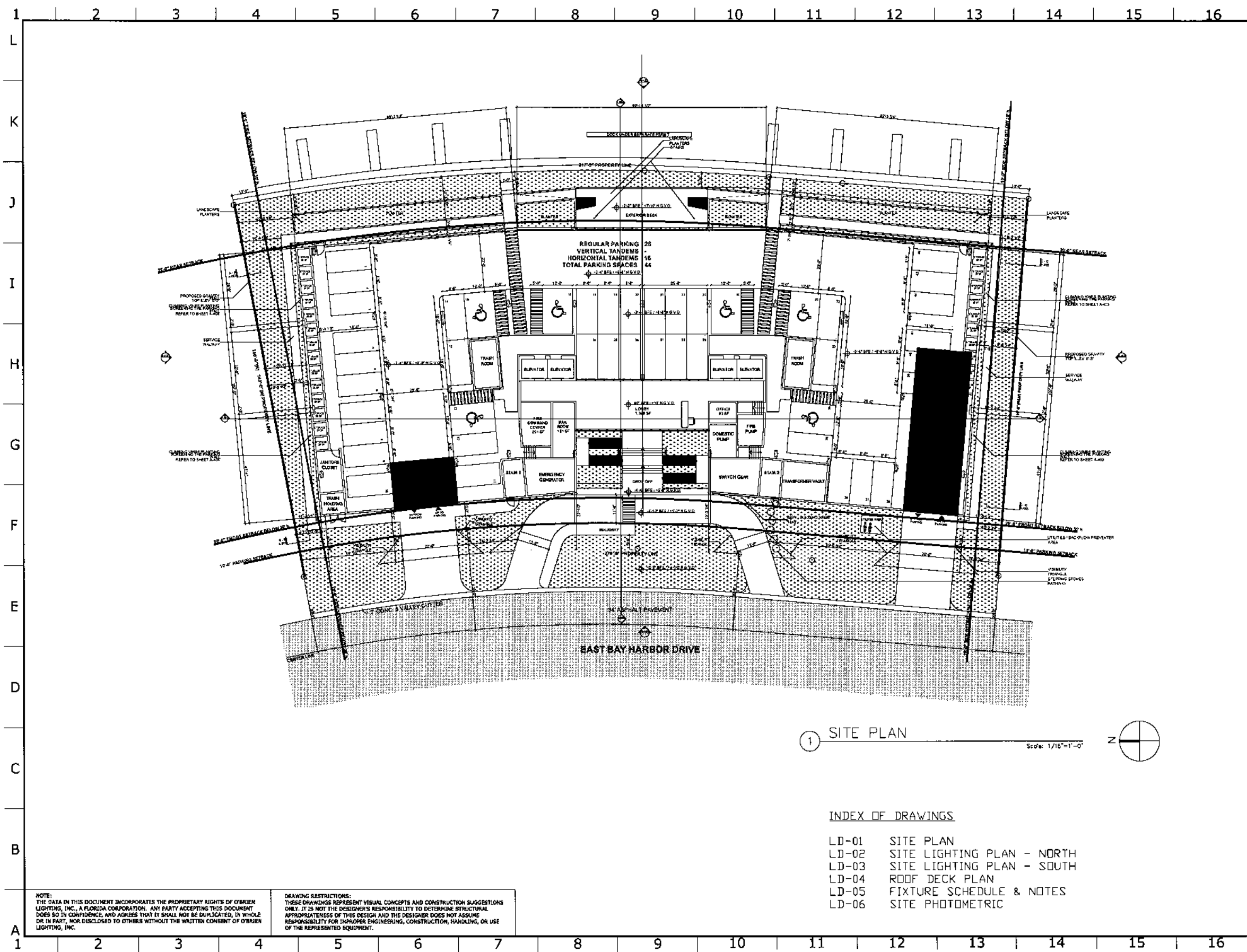
N.T.S.



BATTEN DETAIL B

N.T.S.





1 SITE PLAN
Scale: 1/16"=1'-0"
N

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

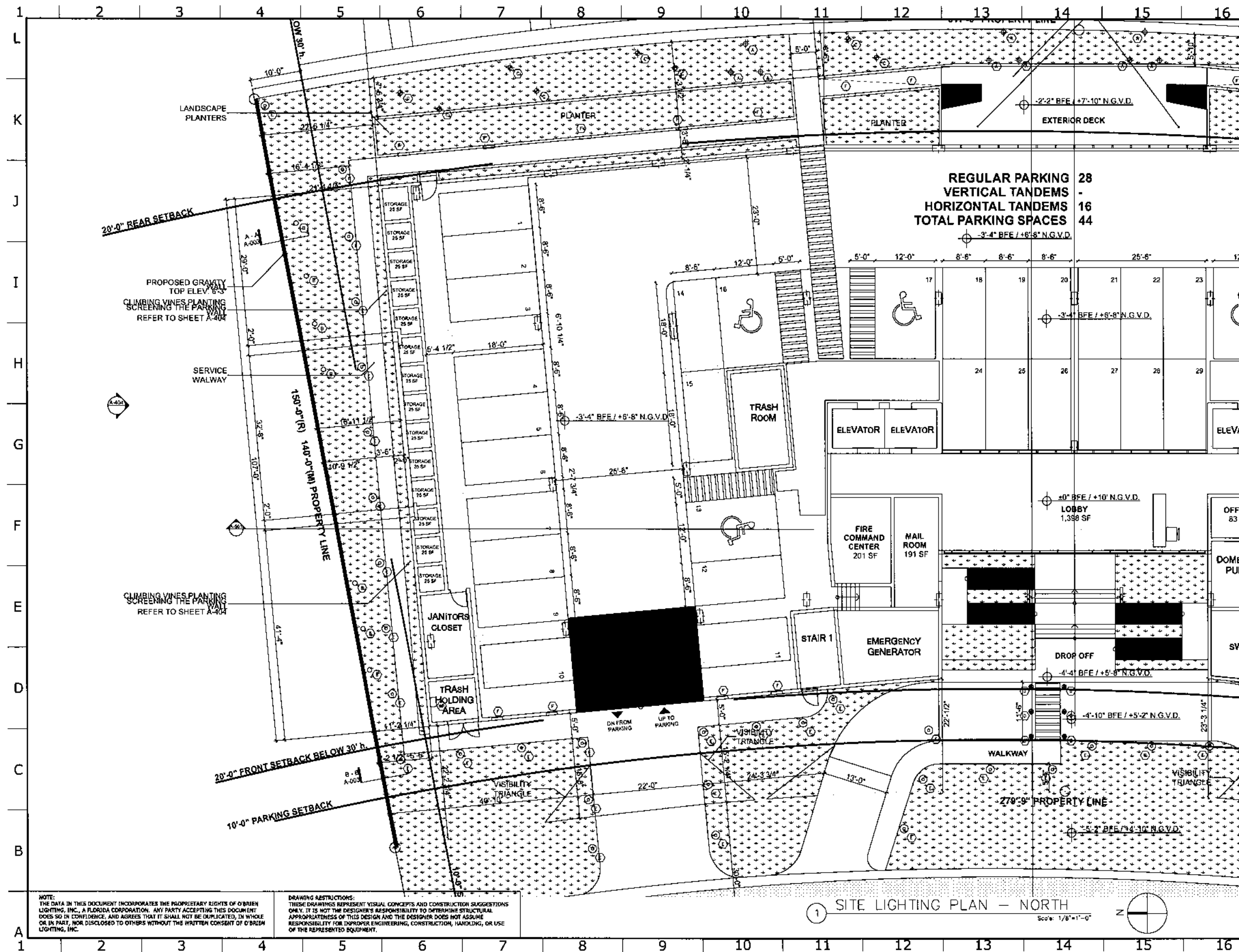
O'BRIEN LIGHTING INC.
2601 SOUTH BAYSHORE DRIVE, SUITE 245
MIAMI, FLORIDA 33133
305.774.0416 | INFO@OBIENLIGHTING.COM
1.E 9 N.A. 2002

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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1 SITE LIGHTING PLAN - NORTH
Scale: 1/8"=1'-0"

REVISIONS	
1	MEP EGRESS LTG.
2	COORDINATION UPDATE
3	COORDINATION UPDATE
4	DESIGN REVISION

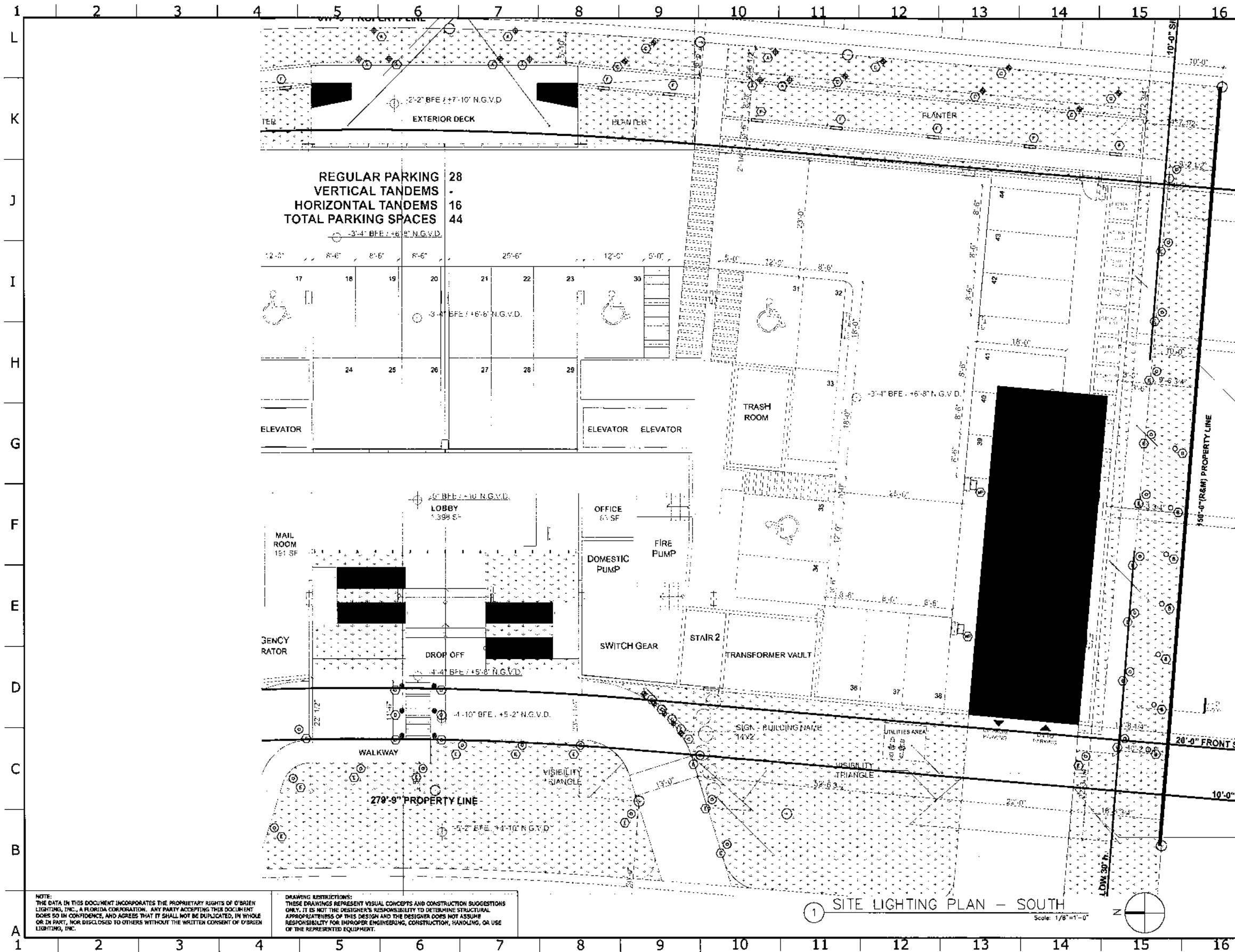
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ISLAND HOUSE
9201 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL
SITE LIGHTING PLAN

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

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1 SITE LIGHTING PLAN - SOUTH
Scale: 1/8"=1'-0"

REVISIONS	
1	MEP EGRESS LTG.
2	COORDINATION UPDATE
3	COORDINATION UPDATE
4	DESIGN REVISION

**O'BRIEN
LIGHTING INC.**

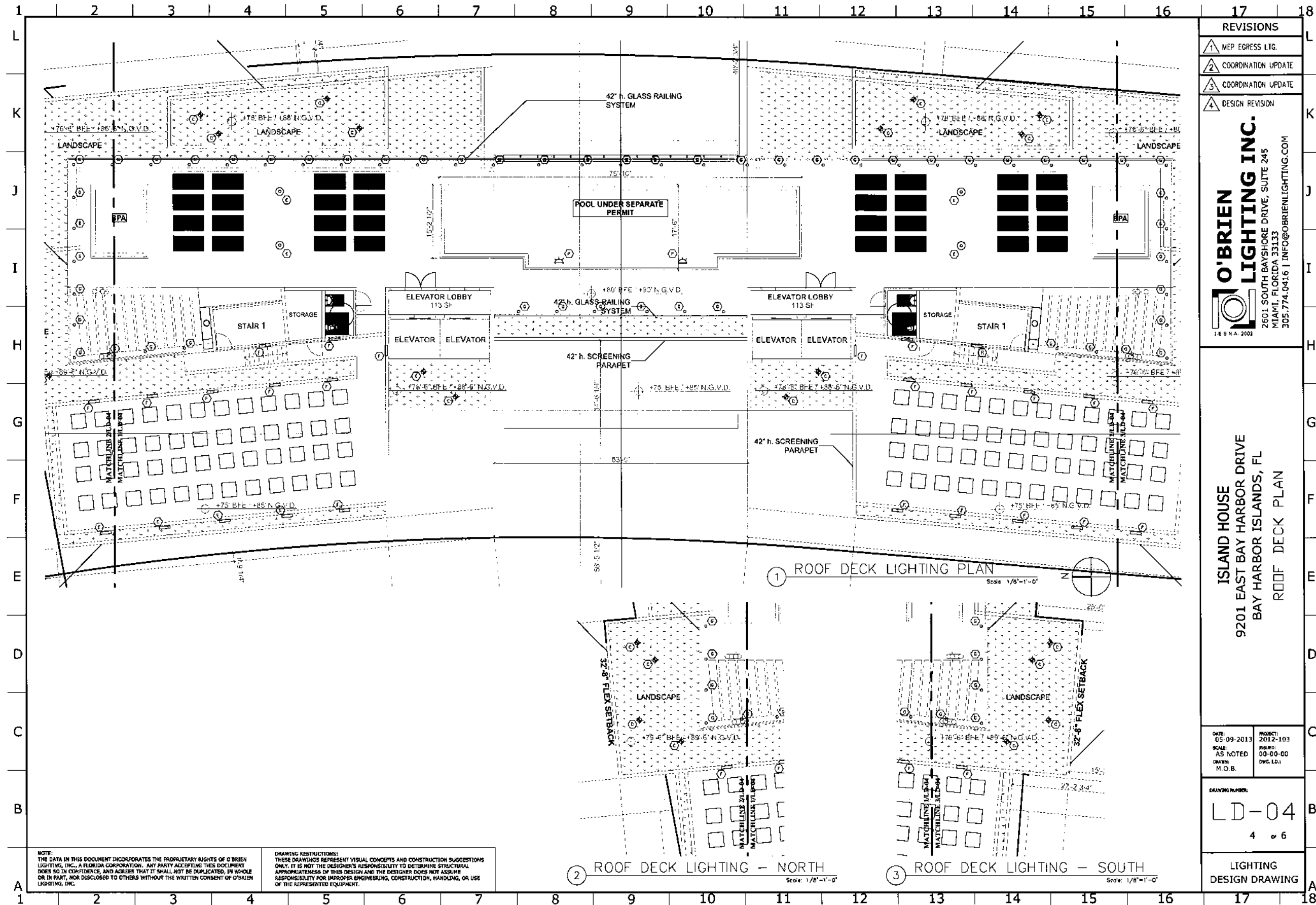
2601 SOUTH BAYSHORE DRIVE, SUITE 245
MIAMI, FLORIDA 33133
305.774.0416 | INFO@OBRIENLIGHTING.COM

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 PLOTTED: 05-09-2013

DRAWING NUMBER:
LD-03
3 of 6

LIGHTING
DESIGN DRAWING



REVISIONS	
1	MEP EGRESS LTG.
2	COORDINATION UPDATE
3	COORDINATION UPDATE
4	DESIGN REVISION

**O'BRIEN
LIGHTING INC.**
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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
ROOF DECK 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-04
4 of 6

LIGHTING
DESIGN DRAWING

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GENERAL NOTES

1. 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 LAWS, ORDINANCES, AND BUILDING CODES EXCEPT TO THE EXTENT REQUIRED BY A SPECIALTY CONTRACTOR PERFORMING LIKE OR SIMILAR SERVICES IN WASHINGTON COUNTY, FLORIDA.

2. 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.

3. 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.

4. 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, APPLICATION NOTES AND OTHER SIMILAR MATERIALS. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL REVIEWING THESE PLANS TO FAMILIARIZE THEMSELVES WITH THIS SUPPORT MATERIAL.

5. 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.

6. SUBMITTALS SHALL BE PRESENTED TO O'BRIEN LIGHTING AT LEAST 30 DAYS IN ADVANCE OF REQUIRED MATERIAL RELEASE DATE. SUBMITTALS SHALL INCLUDE A LIGHTING SCHEDULE, COMPLETE SPECIFICATION DATA SHEETS ORGANIZED AND Labeled BY FIXTURE TYPE, SHOWING ALL SPECIFIED OPTIONS AND BOUND IN A PLAIN LAYING FORMAT.

7. 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

1. 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.

2. THE CONTRACTOR IS RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH THESE PLANS, ASSOCIATED SPECIFICATIONS, DATA SHEETS AND OTHER MATERIALS COMPRISING THE LIGHTING DESIGN PACKAGE.

3. 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 REQUIRED 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.

4. CONTRACTOR MUST REFER TO THE CONTRACT DOCUMENTS FOR IMPORTANT INFORMATION REGARDING INSTALLATION OF THE LIGHTING DESIGN REPRESENTED BY THESE PLANS.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. CONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH LOW VOLTAGE LOADS REQUIRING TRANSFORMERS. CONTRACTOR SHALL LOCATE AND INSTALL TRANSFORMERS.

11. 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.

LD-05

5 of 6

DATE: 05-09-2013
SCALE: AS NOTED
DRAWN: H.O.B.

PROJECT: 2012-103
ISSUED: 00-00-00
DWG. L.D.1

DRAWING NUMBER:

LD-05

LIGHTING
DESIGN DRAWING

REVISIONS

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WEP EGRESS LTD.

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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@OBRIENLIGHTING.COM

ISLAND HOUSE
9201 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL
SCHEDULE & NOTES

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LD-05

5 of 6

DATE: 05-09-2013
SCALE: AS NOTED
DRAWN: H.O.B.

PROJECT: 2012-103
ISSUED: 00-00-00
DWG. L.D.1

DRAWING NUMBER:

LD-05

LIGHTING
DESIGN DRAWING

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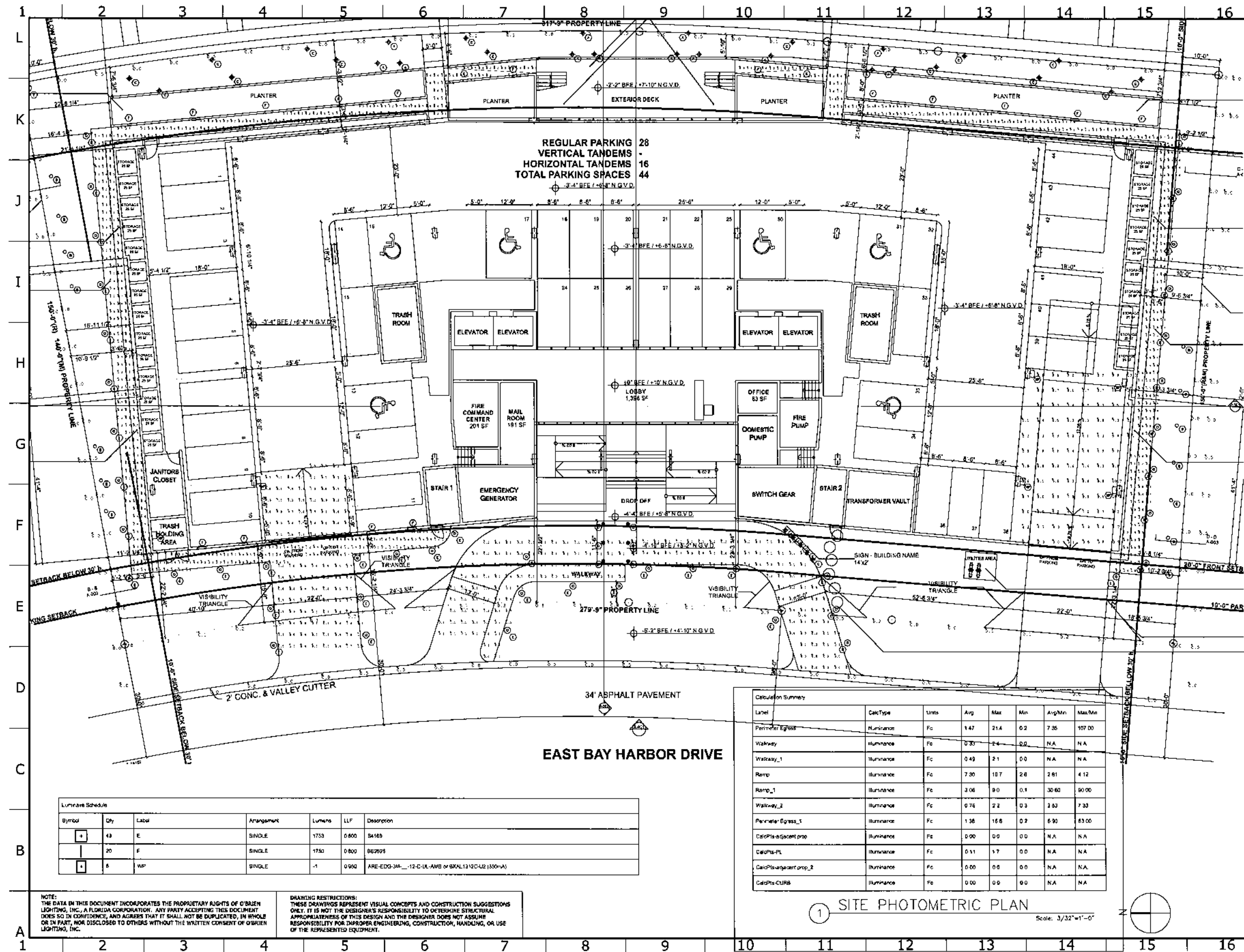
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LIGHTING FIXTURE SCHEDULE									
SYMBOL	FIXTURE	QTY	WATTAGE	VOLTS	PHASE	TYPE	LOCATION	REMARKS	
⊕	OUTDOOR LARGE SPOTLIGHT (HID) - 100W, 120V, 120° BEAM, LED LAMP SPEC: 100W, 120V, 120° BEAM, LED LAMP	1	100W	120V	120°	ELECTRONIC	100	REPLACE	-
⊙	OUTDOOR MEDIUM SPOTLIGHT (HID) - 75W, 120V, 120° BEAM, LED LAMP SPEC: 75W, 120V, 120° BEAM, LED LAMP	1	75W	120V	120°	ELECTRONIC	100	REPLACE	-
⊖	OUTDOOR SMALL SPOTLIGHT (HID) - 50W, 120V, 120° BEAM, LED LAMP SPEC: 50W, 120V, 120° BEAM, LED LAMP	1	50W	120V	120°	ELECTRONIC	100	REPLACE	-
⊕	OUTDOOR LARGE SPOTLIGHT (HID) - 100W, 120V, 120° BEAM, LED LAMP SPEC: 100W, 120V, 120° BEAM, LED LAMP	1	100W	120V	120°	ELECTRONIC	100	REPLACE	-
⊙	OUTDOOR MEDIUM SPOTLIGHT (HID) - 75W, 120V, 120° BEAM, LED LAMP SPEC: 75W, 120V, 120° BEAM, LED LAMP	1	75W	120V	120°	ELECTRONIC	100	REPLACE	-
⊖	OUTDOOR SMALL SPOTLIGHT (HID) - 50W, 120V, 120° BEAM, LED LAMP SPEC: 50W, 120V, 120° BEAM, LED LAMP	1	50W	120V	120°	ELECTRONIC	100	REPLACE	-
⊕	OUTDOOR LARGE SPOTLIGHT (HID) - 100W, 120V, 120° BEAM, LED LAMP SPEC: 100W, 120V, 120° BEAM, LED LAMP	1	100W	120V	120°	ELECTRONIC	100	REPLACE	-
⊙	OUTDOOR MEDIUM SPOTLIGHT (HID) - 75W, 120V, 120° BEAM, LED LAMP SPEC: 75W, 120V, 120° BEAM, LED LAMP	1	75W	120V	120°	ELECTRONIC	100	REPLACE	-
⊖	OUTDOOR SMALL SPOTLIGHT (HID) - 50W, 120V, 120° BEAM, LED LAMP SPEC: 50W, 120V, 120° BEAM, LED LAMP	1	50W	120V	120°	ELECTRONIC	100	REPLACE	-
⊕	OUTDOOR LARGE SPOTLIGHT (HID) - 100W, 120V, 120° BEAM, LED LAMP SPEC: 100W, 120V, 120° BEAM, LED LAMP	1	100W	120V	120°	ELECTRONIC	100	REPLACE	-
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Luminaire Schedule					
Symbol	Qty	Label	Arrangement	Lumens	LLF
+	43	E	SINGLE	1733	0.800
+	20	F	SINGLE	1730	0.800
+	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@OBRILIGHTING.COM
I.E.S.N.A. 2002

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

September 16, 2015

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a Transfer of Development Rights (TDR) application requesting to purchase three (3) units from the Town's TDR bank for construction of a previously approved project on January 6, 2015, to be located at 1170 - 101 Street. Enclosed is a copy of the application, plans and supporting documents.

DESCRIPTION:

An application for Transfer of Development rights was received and processed for the purchase of three (3) TDR units from the Town TDR bank.

The receiving site, 1170 101 Street (Pearl House, LLC), filed and received approval on January 6, 2015 for the development of fifteen (15) unit condominium building. They have already acquired 3 TDR from a private source (9900 Townhome).

The applicant is requesting to purchase the remaining three (3) TDR units from the Town (\$40,000) for a total of \$120,000.

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 prepare a resolution setting forth the Town Council's approval and recommendations.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

The Town would receive \$120,000 from the sale.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	Town TDR to pearl house 3.pdf
2.	Site Plans	Pearl House 1170-101st - Site Plans.pdf
3.	Staff Report	BHI TC Staff Report Garages May 28 2015.pdf



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)	
DATE RECEIVED: <u>8/12/15</u>	TDR UNIT COST: \$ <u>40,000.⁰⁰</u>
TDR UNITS REQUESTED <u>3</u>	PROJECT TOTAL UNITS <u>15</u>
APPROVAL DATE: _____	APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name <u>Verzasca Group</u>		
Phone <u>(305) 864-3051</u>	e-mail _____	Fax () _____
Address <u>1135 Kane Concourse</u>		
City and State <u>Bay Harbor Islands, FL</u>	Zip Code <u>33154</u>	
Relationship to Property: <u>owner</u>		

RECEIVER SITE INFORMATION

Owner's Name <u>Verzasca Group</u>	
Phone <u>(305) 864-3051</u>	e-mail _____ Fax () _____
Address <u>1135 Kane Concourse</u>	
City and State <u>Bay Harbor Islands, FL</u>	Zip Code <u>33154</u>
Property Address/Location <u>1170 101st Bay Harbor Islands, 33154</u>	
Legal Description: LOT(S) <u>9</u> BLOCK <u>7</u>	
Folio Number <u>13-2227-001-1520</u>	Current Zoning _____
Property size <u>11,250</u>	Purchase date <u>NOV. 2014</u>
Existing use of the property <u>vacant Land</u>	
Describe Existing Structure on Property <u>None - vacant Land</u>	
Dwelling units to be received <u>3</u>	
Total Dwelling units including TDR <u>15</u>	

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 1/6/15
If Not, then attach preliminary site plan.

RECEIVED
AUG 18 2015

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		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Property Address/Location		
Legal Description: LOT(S) BLOCK		
Folio Number	Current Zoning	Year built
Property size	Purchase date	
Existing use of the property		
Describe Existing Structure on Property		
Dwelling units to be transferred to TDR Bank		
Units permitted		

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 <i>Ben Stigler - John Ibarra & ASSOC.</i>		
Address <i>777 NW 72 Ave, Suite 3025, Miami FL 33126</i>		
Phone <i>305 262-0400</i>	e-mail	Fax ()

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.

RECEIVER SITE

[Signature]
Signature of Owner (Applicant)

8.17.2015
Date

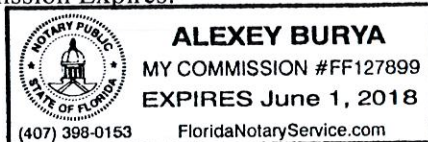
Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of August, 2015,
by Derius Kasperitis on behalf of _____, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
DL: K216-160-72-376-0 (type of identification produced) as identification and did take
an oath.

My Commission Expires:



Notary Public, State of Florida

Print Name: Alexey Burya

DONOR 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 ____ day of _____, 20____,
by _____ on behalf of _____, 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: _____

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: PEARL HOUSE, LLC
Date: 8/18/2015 Time: 3:22 PM
Receipt Number: MAIN / 89652
Clerk: ALBA

1170 101 ST

ITEM	REFERENCE	AMOUNT
MISC	TDR APP FEE	500.00
Total:		500.00
Check	1045	500.00
Change:		0.00

PEARL HOUSE, LLC
1135 KANE CONCOURSE 6TH FLOOR
BAY HARBOR ISLANDS, FL 33154-2025

1045
63-27/631 FL
24146

DATE 8/18/15

PAY TO THE ORDER OF Town of Bay Harbor Islands

Five hundred ⁰⁰/₁₀₀

\$ 500.00

DOLLARS

Bank of America

ACH R/T 063100277

FOR TDR's application fee

EBB

MP

⑈001045⑈ ⑆063100277⑆ 229052118080⑈



August 17th, 2015

To: **Town of Bay Harbor Islands**

Re: **Pearl House TDR request**

Pearl House, LLC has successfully purchased 3 (three) TDR's on the private market, transfer of which has been presented to the Town's council and approved. We have put diligent effort into securing 3 (three) additional TDRs on the private market that are required for this project, but were unsuccessful. We are kindly requesting that you approve the Sale/Purchase of 3 (three) additional TDR's from the Town's bank to secure successful commencement of this project which will be a great addition to the Town of Bay Harbor Islands.

We look forward to your review and approval on this matter.

Respectfully,

Darius Kasparaitis

A handwritten signature in blue ink, appearing to read "D. Kasparaitis", written over a horizontal line.

Pearl House, LLC

Verzasca Management, LLC

1135 Kane Concourse, 6th Fl

Bay Harbor Islands, FL 33154

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 _____, 20____ (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and PEARL HOUSE, LLC (the "Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Buyer is the owner of that certain real property located in Miami-Dade County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property") and seeks to purchase 3 transferable development rights (collectively, the "TDRs") from Seller for and in connection with the development and construction of the Project (defined below) on the Property.

B. Buyer ~~has~~ submitted a Site Development Plan to the Town for the approval of a Project known as PEARL HOUSE to be developed on the Property (the "Project").

C. The Site Development Plan was approved by the Town's Planning and Zoning Board by Resolution Number _____ (the "Resolution").

D. The Resolution contains certain conditions for approval including, but not limited to, the number of TDRs required for the Project and the period of time in which Buyer must obtain the building permit for the Project.

E. Seller has agreed to sell the TDRs to Buyer, and Buyer has agreed to purchase the TDRs from Seller, upon the terms and conditions contained hereinafter.

NOW, THEREFORE, for good and valuable consideration, 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 Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, 3 TDRs.

3. Purchase Price; Deposit.

\$ 40,000.00^(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$ 129,000.00 per TDR -- for a total purchase price of \$ 129,000.00 (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.

(b) Buyer shall deliver to Sherman & Sherman, P.A. (the “Escrow Agent”), within three (3) business days after the Effective Date, a “Deposit” in the amount equal to 40% of the Purchase Price 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, the Escrow Agent shall hold the Deposit in escrow until Closing, and at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller in good and immediately available United States funds by wire transfer to an account designated by Seller; and (B) Buyer 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 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.

(b) Buyer shall pay: (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Buyer 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), including the cost to record the Deed.

5. As-Is, Where-Is; No Representations. Buyer acknowledges that it is purchasing the TDRs in their “AS-IS, WHERE-IS” condition. Buyer also acknowledges that, except only for the specific representations, warranties, covenants, statements and agreements expressly made by Seller in this Agreement and in the documents executed and delivered by it at Closing, Seller has not made, does not make, and specifically negates and disclaims any and all other representations, warranties, covenants, statements and agreements of any kind, nature or character whatsoever, whether express or implied, oral or written, concerning or relating to the TDRs.

6. Representations, Warranties, Covenants and Agreements of Seller. Seller hereby represents, warrants, covenants, agrees and states to and with Buyer as follows:

(a) Seller shall convey to Buyer 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. Upon approval of this Agreement, by the Town Council, 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 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 agreement, document or instrument to which Seller is a party or by which Seller or the TDRs is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Seller 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 or the TDRs.

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.

7. Representations, Warranties, Covenants and Agreements of Buyer. Buyer hereby represents, warrants, covenants, agrees and states to and with Seller as follows:

(a) Buyer 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. Buyer has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Buyer 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 Buyer is duly authorized to execute and bind Buyer 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 Buyer.

(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 Buyer of (A) any agreement, document or instrument to which Buyer is a party or by which Buyer is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Buyer; 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 Buyer.

(c) Buyer understands and agrees that this Agreement shall not become effective until it is ratified and approved by the Town Council, and the Town Council has the sole and exclusive right to approve or deny the approval of this Agreement and the TDRs contemplated in this Agreement in its sole and absolute discretion.

(d) Buyer understands and agrees to comply with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

All of the representations, warranties, covenants, agreements and statements of Buyer 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.

8. Closing Conditions. Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to the Parties' obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) the Town Council approves the instant Agreement and adopts a resolution approving this Agreement and the transaction contemplated herein (the "TDR Approval"), which TDR Approval shall be held by the Escrow Agent subject to Closing; and (ii) Buyer complies with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

9. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Buyer a Warranty Deed for Transfer of Development Rights (the "Deed"), in recordable form, conveying the TDRs to Buyer in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances. The Deed shall be approved by the Town Attorney and shall restrict the future use of both the donor and receiving lands; and (b) Seller shall execute and deliver to Buyer a resolution evidencing its authority to execute and deliver the Deed.

10. Closing. The "Closing" subject to the terms and provisions of this Agreement, shall take place within ten (10) business of the date of written notice from the Town to the Buyer that the Town is able to issue the building permit for vertical construction of the Project (the "Closing Date"). However, notwithstanding anything set forth above or below, in no event shall the Closing Date occur more than one (1) year from the Effective Date of this Agreement, unless Buyer receives a six (6) month Closing Date extension from the Town (the "Closing Date Extension"). In order to receive a Closing Date Extension from the Town, Buyer shall execute an Addendum (in the form approved by the Town Attorney) to this Agreement prior to one (1) year from the Effective Date of this Agreement wherein the Buyer agrees to: a) pay the then present price of the TDRs as the Revised Purchase Price; b) pay the Town the difference between the Revised Purchase Price and the Purchase Price upon the execution of the Addendum as a Closing Date Extension Fee; and c) pay the balance of the Purchase Price into escrow and all sums held in escrow thereafter shall constitute the Deposit. In the event that Buyer does not Close on this Agreement within one (1) year from the Effective Date of this Agreement or the Closing Date

Extension (if applicable), Buyer shall be in Default of this Agreement and the Seller shall retain the Deposit and all TDRs contemplated for sale by this Agreement.

11. Default.

(a) If Buyer defaults on any term, covenant, condition or other provision of this Agreement and the Resolution, 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 Buyer and retain the Deposit 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 Buyer and, upon the giving of such termination notice and the delivery of the Deposit to Seller, this Agreement shall terminate 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 Buyer'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, Buyer shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Buyer, and (ii) Buyer shall have failed to cure the default within a period of twenty (20) days after receiving notice of such default.

(b) If Seller defaults on any material term, covenant, condition or other provision of this Agreement, then Buyer shall have the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller and receive the return of the Deposit, and upon the giving of such termination notice and the delivery of the Deposit to Buyer, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; and/or (ii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (1) Buyer shall have first provided written notice of the default to Seller, and (2) Seller shall have failed to cure the default within a period of sixty (60) days after receiving notice of such default.

12. 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 and 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 Buyer shall be sent to Verzasca Group Attn: TIM LOBANOV
Phone No. 786 671 6838 email address
TLOBANOV@VERZASCA-GROUP.COM together with a copy to email
address: DROMANTSOFF@VERZASCA-GROUP.COM

Notices to Seller shall be sent to 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, Attn: Ronald Wasson, Phone No. (305) 866-6241, email address rwasson@bayharborislands.net with a copy to craig@shermanslaw.com

Notices to Escrow Agent shall be sent to Sherman & Sherman, P.A., 2000 Glades Road, Suite 204, Boca Raton, Florida 33431 Attn: Craig B. Sherman, Esq., Phone No. (561) 300-5888, email address craig@shermanslaw.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.

13. 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.

14. 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 Buyer in the transaction contemplated by this Agreement and hereby consents to and approves of such representation.

15. 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) Buyer may not assign this Agreement without prior written approval from Seller, which approval shall be in Seller's sole and absolute discretion. Notwithstanding the foregoing, Seller's approval shall not be withheld for an assignment to a successor-in-interest to the Property for which the TDRs attach. 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.

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:

BUYER:


Print Name: DARUIS KASPARAITIS

By: _____
Sign Name

Print Name: _____

Print Name

SELLER:

TOWN OF BAY HARBOR ISLANDS

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

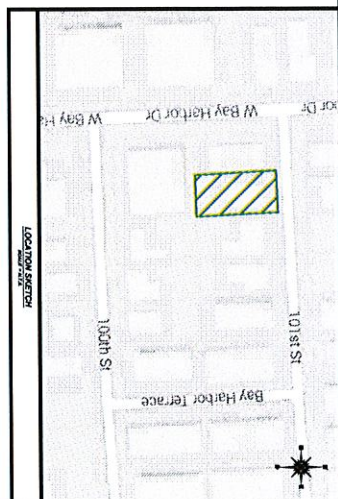
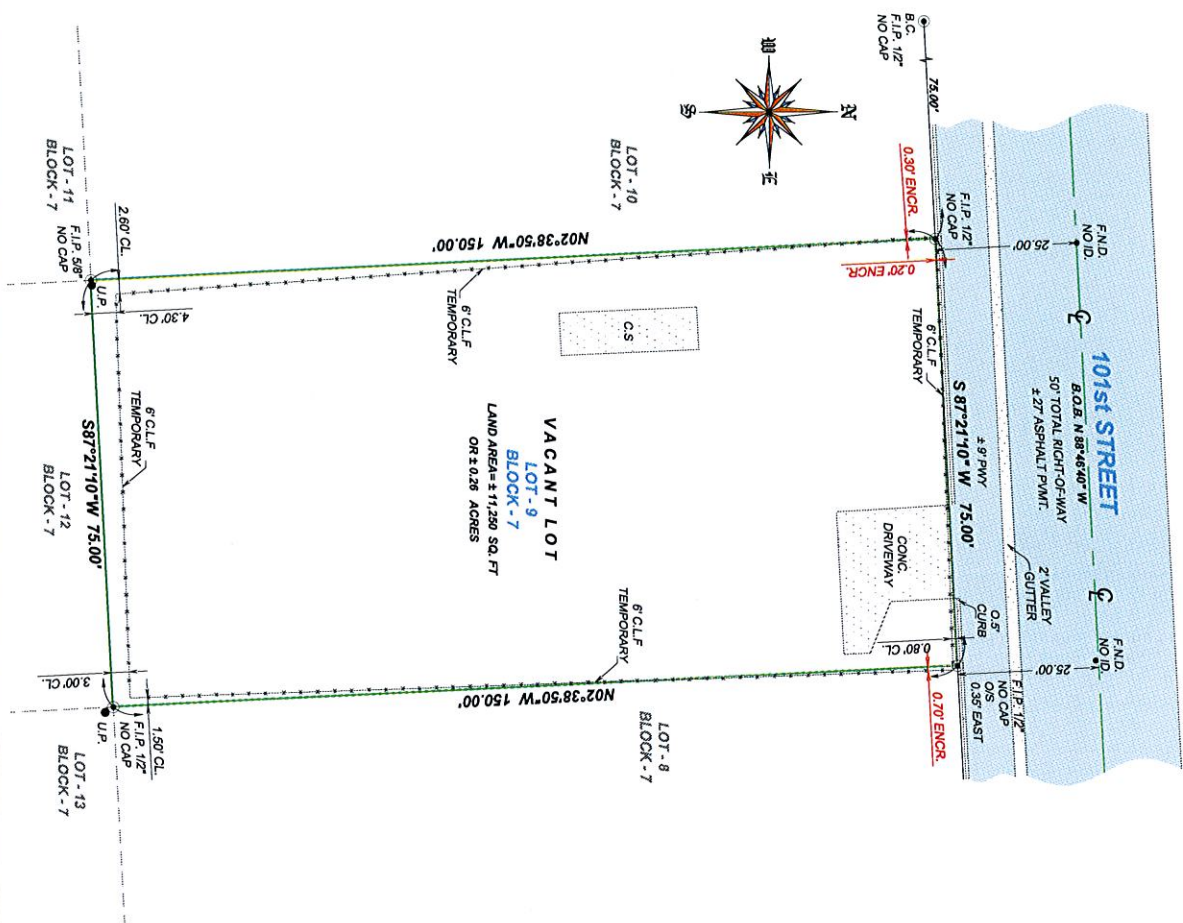
Date: _____

EXHIBIT "A"

The Legal Description of the Property



MAP OF BOUNDARY SURVEY



PROPERTY ADDRESS:
1170 101st STREET, BAY HARBOR ISLANDS, FLORIDA 33154

LEGAL DESCRIPTION:
LOT 8, BLOCK 7, BAY HARBOR ISLANDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CENTINIA / NORTON
PEACE HOUSE, LLC
GARY SIEBERMAN, PA
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

[illegible]

FLOOD ZONE INFORMATION:
THE ABOVE FLOOD MAPS HAVE IDENTIFIED THE AREAS DESCRIBED LAW
FLOOD ZONE
BASE FLOOD ELEVATION 8 FT.
COASTAL FLOOD ELEVATION 10.00 FT.
FLOOD
FLOOD
DATE OF PRINT 08/10/08
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA

[illegible]

LEGALLY CERTIFY THIS BOUNDARY SURVEY OF THE PROPERTY DESCRIBED HEREON, HAS ACCIDENTLY BEEN SURVEILED AND DRAWN UNDER MY SUPERVISION, AND COMELES WITH THE USUAL TITLE STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 461.17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO 462.027, FLORIDA STATUTES.

BY [Signature] 07/11/2014
CASE NO. 11-00000 DATE OF FIELD WORK

PROFESSIONAL LAND SURVEYOR NO. 8170 STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

REVISED ON	ADDED CONSTRUCTION ELEV. 8524.25
REVISED ON	ADDED TIE-IN'S 11/19/2014

DRAWN BY:	TS
FIELD DATE:	07/19/2014
SURVEY NO.:	14-002547-4
SHEET:	1 OF 1

CARLOS M. BLAND
 PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 LICENSE NO. 14002547-4
 SURVEYING

L.R. 87006 SEE

RESOLUTION NO. 2039

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR THE PEARL HOUSE CONDOMINIUM PROJECT.

WHEREAS, on September 25, 2014, Pearl House, LLC (hereinafter the “Applicant”), filed an initial application for site plan approval. On November 13, 2014, Applicant submitted a revised site plan for a fifteen (15) unit condominium building, consisting of one (1) story of parking and common elements and six (6) stories of habitable units thereupon located at 1170 101st Street, Bay Harbor Islands, Florida, and legally described as:

Lot 9 of Block 7, “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;

(hereinafter the “Site Plan” or “Project”); 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 (hereinafter the “Code”); and

WHEREAS, on January 6, 2015, the Town’s Planning and Zoning Board approved the Site Plan, pursuant to Sections 5-23.1(a) of the Code, 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 Site Plan is consistent with the criteria set forth in Section 5-23.1 of the Code and approves the Site Plan dated November 13, 2014, subject to the below conditions for approval.
3. **Effective Date.** This Resolution shall take effect upon the date of its adoption (the “Effective Date”).
4. **Conditions of Approval.**
 - A. This approval is based on the Site Plan dated November 13, 2014. Any modifications thereto shall require separate approvals from either staff or the Planning and Zoning Board, as specified in the Code.

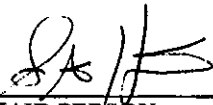
- B. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the Project meets school concurrency requirements. Applicant shall coordinate with Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at the public schools that serve the Project. If mitigation is required, an agreement, including any payment, must be finalized prior to the issuance of building permits.
- C. The Project is required to obtain six (6) TDR dwelling units prior to the issuance of a building permit, and the TDRs must be approved by the Town Council. If the number of required TDRs are not approved by the Town Council, the instant Site Plan approval shall be deemed null and void and the Project shall be redesigned.
- D. When the Miami-Dade Fire Department formally reviews the Project, if any material site design changes are required, a re-approval of the Site Plan shall be required by staff or the Planning and Zoning Board, as specified in the Code.
- E. 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. 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 Code or other valid extension as prescribed by Florida law.
- F. The existing overhead power lines shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant. If undergrounding is not permitted by FPL prior to the issuance of a certificate of occupancy, Applicant shall install electric service entrance facilities to accommodate an underground service lateral pursuant to Section 18-22 of the Code.
- G. Prior to the issuance of a building permit, Applicant shall pay all required impact fees including, but not limited to, those payable to the Town, County, and School Board.

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. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED this 6th day of January, 2015.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: 
CHAIR PERSON

ATTEST:


TOWN CLERK

APPROVED AS TO FORM:


Asst. TOWN ATTORNEY

PEARL HOUSE CONDOMINIUM BUILDING

1170 101 STREET, BAY HARBOR ISLANDS, FLORIDA 33154

INDEX OF DRAWINGS

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	PROJECT INFO
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A-0.03	FRONT VIEW RENDERING
A-0.04	ROOF TOP RENDERING
A-1.01	SITE PLAN - LEVEL 1 FLOOR PLAN
A-1.02	LEVEL 2 FLOOR PLAN
A-1.03	LEVEL 3 FLOOR PLAN
A-1.04	LEVEL 4 FLOOR PLAN
A-1.05	LEVEL 5 FLOOR PLAN
A-1.06	LEVEL 6 FLOOR PLAN
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E-1.01	SITE PHOTOMETRIC PLAN



ARCHITECT:
FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
IFHAT BENAYOUN FISHMAN, LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA
33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.
6800 SW 81 STREET
Miami, Florida 33143
PH: (305) 665.9688

P&Z BOARD SUBMITTAL

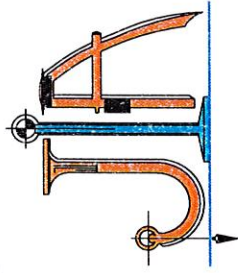
OWNER DEVELOPER:
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
Miami, Florida 33131
PH: (305) 749-5819

CIVIL ENGINEER:
HOLLAND ENGINEERING
111 South 21 Avenue
Hollywood, Florida 33020
PH: (954) 367.0371
FAX: (305) 367.0372

DEC 15 REC'D
PLANNING & ZONING BOARD

NOVEMBER 13, 2014

NO	REVISION	DATE	BY	DRAWING TITLE
				ZONING DATA
				SCALE - DATE NOVEMBER 13, 2014
				SHEET NUMBER A-0.00
				P&Z BOARD SUBMITTAL

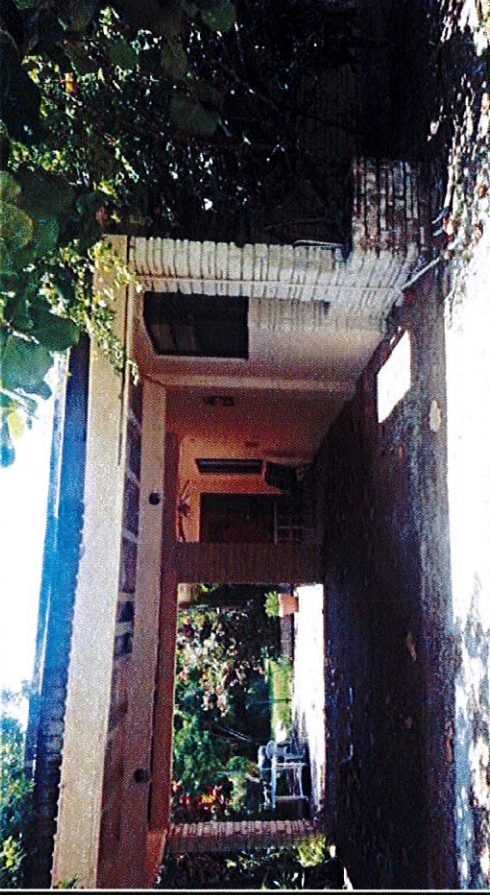


JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX : (305) 262-0401

WWW.IBARRALANDSURVEYORS.COM
2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



LOCATION SKETCH

SCALE = N.T.S.

VIEW OF SUBJECT PROPERTY

1170 101st STREET, BAY HARBOR ISLANDS, FLORIDA 33154

A = ARC.
A/C = AIR CONDITIONER PAD
A.E. = ANCHOR EASEMENT
A.R. = ALUMINUM ROOF
A.S. = ALUMINUM SHED
ASPH. = ASPHALT
B.C. = BLOCK CORNER
BLDG. = BUILDING
B.M. = BENCH MARK
B.C.R. = BROWARD COUNTY RECORDS
B.O.B. = BASIS OF BEARING
(C) = CALCULATED
C.B. = CONCRETE BLOCK STRUCTURE
C.B.S. = CONCRETE BLOCK WALL
C.B.W. = CHORD
CH. = CHORD BEARING
CH.B. = CHORD LENGTH
CH.L. = CHORD
CL. = CLEAN OUT
C.O. = CHAIN LINK FENCE
C.L.F. = CANAL MAINTENANCE EASEMENT
CONC. = CONCRETE
C.U.P. = CONCRETE UTILITY POLE
C.P. = CONCRETE PORCH
C.S. = CONCRETE SLAB
C.W. = CONCRETE WALK
D.E. = DRAINAGE EASEMENT
D.M.E. = DRAINAGE MAINTENANCE EASEMENT
DRIVE = DRIVEWAY
° = DEGREES
EB = ELECTRIC BOX

E.T.P. = ELECTRIC TRANSFORMER PAD
ELEV. = ELEVATION
ENC. = ENCROACHMENT
F.H. = FIRE HYDRANT
F.I.P. = FOUND IRON PIPE
F.F.E. = FINISHED FLOOR ELEVATION
F.N.D. = FOUND NAIL & DISK
FT. = FEET
FNIP. = FEDERAL NATIONAL INSURANCE PROGRAM
F.N. = FOUND NAIL
H. = HIGH OR (HEIGHT)
IN.&EG. = INGRESS AND EGRESS EASEMENT
I.C.V. = IRRIGATION CONTROL VALVE
I.F. = IRON FENCE
L.B. = LICENSED BUSINESS
L.P. = LIGHT POLE
L.F.E. = LOWEST FLOOR ELEVATION
L.M.E. = LAKE MAINTENANCE EASEMENT
(M) = MINUTES
(M) = MEASURED DISTANCE
M.B. = MAIL BOX
M.D.C.R. = MIAMI DADE COUNTY RECORDS
M.E. = MAINTENANCE EASEMENT
M.H. = MANHOLE
N.A.P. = NOT A PART OF
NGVD = NATIONAL GEODETIC VERTICAL DATUM
N.T.S. = NOT TO SCALE
OR NO. = NUMBER
OS = OFFSET
O.H. = OVERHEAD
O.H.L. = OVERHEAD UTILITY LINES

O.R.B. = OFFICIAL RECORDS BOOK
O.V.H. = OVERHANG
P.V.M.T. = PAVEMENT
PL. = PLANTER
P.L. = PROPERTY LINE
P.C.C. = POINT OF COMPOUND CURVATURE
P.C. = POINT OF CURVATURE
P.O.T. = POINT OF TANGENCY
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.W.Y. = PARKWAY
P.R.C. = POINT OF REVERSE CURVATURE
P.R.M. = PERMANENT REFERENCE MONUMENT
P.P.S. = PROFESSIONAL LAND SURVEYOR
P.P. = POWER POLE
P.P.S. = POOL PUMP SLAB
P.U.E. = PUBLIC UTILITY EASEMENT
(R) = RECORD DISTANCE
R.R. = RAIL ROAD
RES. = RESIDENCE
R.W. = RIGHT-OF-WAY
RAD. = RADIUS OR RADIAL
RGE. = RANGE
R.O.E. = ROOF OVERHANG EASEMENT
SEC. = SECTION
STY. = SIDEWALK
SWK. = SET IRON PIPE
S.I.P. = SOUTH
S. = SEWER VALVE
S.V. = SECONDS
° = SECONDS

T. = TANGENT
TB. = TELEPHONE BOOTH
T.B.M. = TEMPORARY BENCHMARK
T.U.E. = TECHNOLOGY UTILITY EASEMENT
TSB. = TRAFFIC SIGNAL BOX
T.S.P. = TRAFFIC SIGNAL POLE
TWP. = TOWNSHIP
UTL. = UTILITY
U.E. = UTILITY EASEMENT
U.P. = UTILITY POLE
W.M. = WATER METER
W.F. = WOOD FENCE
W.P. = WOOD PORCH
W.R. = WOOD ROOF
W.V. = WATER VALVE
M. = MONUMENT LINE
C. = CENTER LINE
Δ = DELTA

LEGEND

OVERHEAD UTILITY LINES
CONCRETE BLOCK WALL
CHAIN LINK FENCE
IRON FENCE
WOOD FENCE
BUILDING SETBACK LINE
UTILITY EASEMENT
LIMITED ACCESS R/W
NON-VEHICULAR ACCESS R/W
EXISTING ELEVATIONS

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE; THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLOT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON, THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

SURVEYOR'S NOTES:

- IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY, IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY, TOWNSHIP MAPS.
- THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
- CERTIFICATE OF AUTHORIZATION LB # 7806.
- ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 MIAMI-DADE COUNTY BENCH MARK WR-243 LOCATOR NO. 2225 W; ELEVATION IS 6.61 FEET OF N.G. V.D. OF 1929

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN:

FLOOD ZONE: "AE"
BASE FLOOD ELEVATION: 8 FT.
COMMUNITY: 120636
PANEL: 0144
DATE OF FIRM: 09/11/2009
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA.

07/19/2014

CARLOS IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER).

REVISED ON: ADDED CONSTRUCTION ELEV 09/24/2014

REVISED ON:

TITLE COMPANY

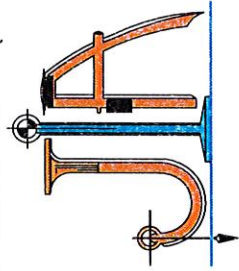
Gary Silberman, P.A.

UNDERWRITER

DRAWN BY:	MPL
FIELD DATE:	07/19/2014
SURVEY NO:	14-002547-2
SHEET:	1 OF 2



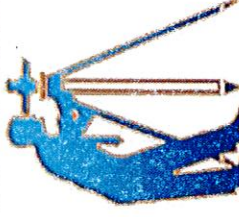
L.B.# 7806 SEAL



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers

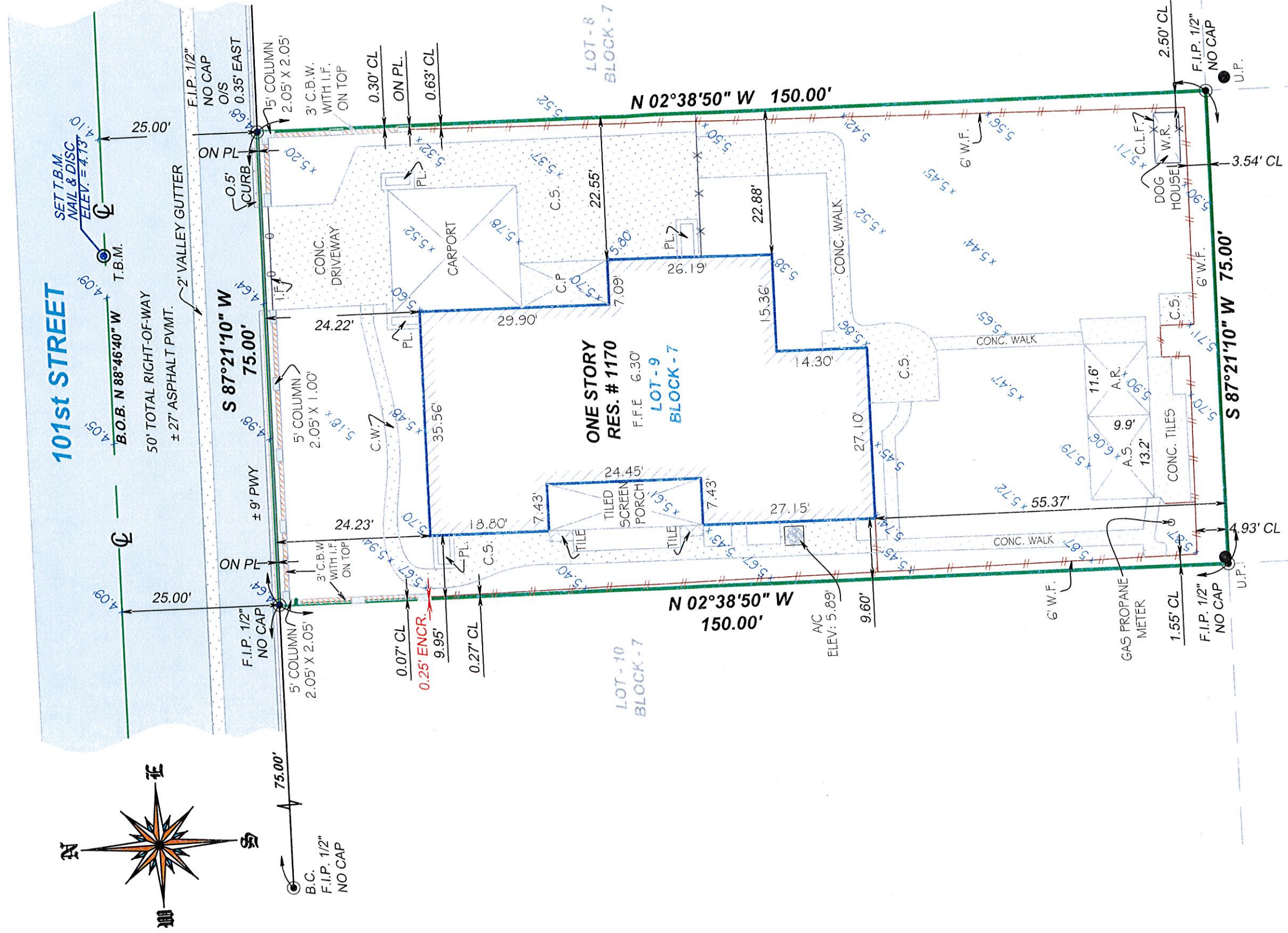
WWW.IBARRALANDSURVEYORS.COM
2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401



MAP OF BOUNDARY SURVEY

1170 101st STREET, BAY HARBOR ISLANDS, FLORIDA 33154



LEGAL DESCRIPTION:

LOT 9, BLOCK 7, 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.

CERTIFICATION:

PEARL HOUSE, LLC.
GARY SILBERMAN, PA
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



L.B.# 7806 SEAL

DRAWN BY: MPL

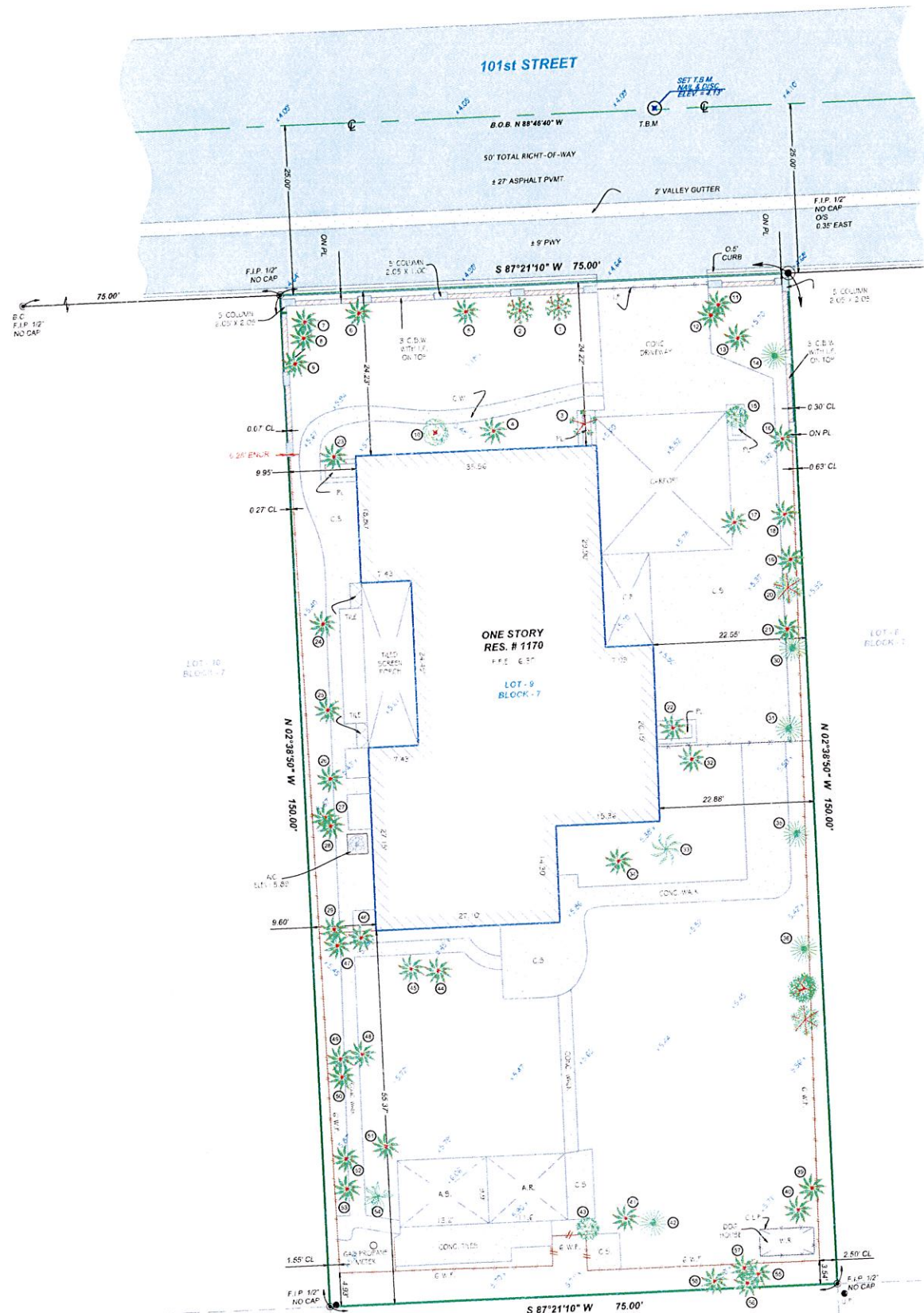
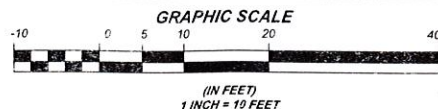
SCALE: 1"=20'

FIELD DATE: 07/19/2014

SURVEY NO: 14-002547-2

SHEET: 2 OF 2

MAP OF BOUNDARY SURVEY



TREE TABLE				
No.	NAME	DIAMETER (FT.)	HEIGHT (FT.)	SPREAD(FT.)
1	SEAGRAPE	2.0	25	25
2	SEAGRAPE	1.5	25	25
3	BOUGAINVILLEA	0.7	15	12
4	ALEXANDER PALM	0.3	20	6
5	ALEXANDER PALM	0.3	25	6
6	ALEXANDER PALM	0.6	25	6
7	ALEXANDER PALM	0.3	25	6
8	ALEXANDER PALM	0.3	15	6
9	ALEXANDER PALM	0.5	15	6
10	UNKNOWN	0.9	15	10
11	ALEXANDER PALM	0.5	20	8
12	ALEXANDER PALM	0.3	15	8
13	ALEXANDER PALM	0.4	15	6
14	UMBRELLA	1.0	20	12
15	BRAZILIAN PEPPER	1.0	20	20
16	ALEXANDER PALM	0.3	25	8
17	ALEXANDER PALM	0.3	20	8
18	ALEXANDER PALM	0.5	20	8
19	ALEXANDER PALM (2)	0.4	25	8
20	PINE	0.7	25	15
21	ALEXANDER PALM	0.5	25	8
22	ALEXANDER PALM	0.3	25	8
23	ALEXANDER PALM	0.5	25	8
24	ALEXANDER PALM (2)	0.5	25	8
25	ALEXANDER PALM	0.3	15	6
26	ALEXANDER PALM	0.6	35	10
27	ALEXANDER PALM	0.3	25	8
28	ALEXANDER PALM	0.5	30	10
29	ALEXANDER PALM	0.4	30	10
30	UMBRELLA	1.0	30	15
31	BRAZILIAN PEPPER	1.2	20	20
32	ALEXANDER PALM	0.4	15	8
33	ARECA	2.5	12	12
34	ALEXANDER PALM	0.3	12	4
35	UMBRELLA	0.4	20	6
36	UMBRELLA	0.8	25	15
37	FICUS	0.6	20	20
38	PINE	0.5	15	15
39	ALEXANDER PALM	0.2	3	8
40	ALEXANDER PALM	0.4	25	8
41	ALEXANDER PALM	0.3	25	8
42	UMBRELLA	1.7	35	20
43	BRAZILIAN PEPPER	2.0	30	25
44	ALEXANDER PALM	0.5	20	10
45	ALEXANDER PALM	0.1	15	10
46	ALEXANDER PALM (2)	0.5	25	10
47	ALEXANDER PALM	0.3	15	8
48	ALEXANDER PALM (3)	0.4	20	8
49	ALEXANDER PALM	0.5	25	10
50	ALEXANDER PALM	0.5	20	10
51	ALEXANDER PALM	0.4	25	6
52	ALEXANDER PALM	0.3	15	8
53	ALEXANDER PALM	0.3	20	8
54	DRACAENA	0.3	20	6
55	ALEXANDER PALM	0.3	35	8
56	ALEXANDER PALM (2)	0.3	25	8
57	ALEXANDER PALM	0.3	25	8
58	ALEXANDER PALM	0.3	25	8

ABBREVIATIONS

[illegible]

LOCATION SKETCH

SCALE = N.T.S.

PROPERTY ADDRESS:

1170 101st STREET, BAY HARBOR ISLANDS, FLORIDA 33154

LEGAL DESCRIPTION:

LOT 9, BLOCK 7, 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.

CERTIFICATION:

PEARL HOUSE, LLC
GARY SILBERMAN, PA
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
 THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
 EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDING INSTRUMENTS IF ANY AFFECTING THE PROPERTY.
 THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
 LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
 THIS SURVEY WAS DRAWN BY AN AUTHORIZED GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD. COULD BE DRAWN AT A SHOWN SCALE AND/OR NO TO SCALE. THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
 EASEMENTS AS SHOWN ARE PER PLAT BOOK. UNLESS DEPICTED OTHERWISE.
 MICROFILM RECORD NOT MEANT TO BE A SUBSTITUTE FOR RECORDING INSTRUMENTS.
 ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLAT PLANS WITH CORRECT INFORMATION FOR APPROVAL FOR CONSTRUCTION.
 UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FENCES AND/OR FOUNDATIONS.
 FENCE OWNERSHIP NOT DETERMINED.
 THIS PLAN OF SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN:
FLOOD ZONE: "AE"
BASE FLOOD ELEVATION: 6.67'
COMMUNITY: 120636
PANEL: 0144
SUFFIX: L
DATE OF FIRM: 09/11/2005
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA

SURVEYOR'S NOTES:

1. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY. IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY, TOWNSHIP MAPS.
2. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
3. CERTIFICATE OF AUTHORIZATION LB # 7806.
4. ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAMI-DADE COUNTY BENCH MARK #R-243 LOCATOR NO. 2225 W. ELEVATION IS 6.61 FEET OF N.G.V.D. OF 1929

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "BOUNDARY SURVEY" OF THE PROPERTY
 DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN
 UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM TECHNICAL
 STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL
 LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE
 PURSUANT TO 422.027, FLORIDA STATUTES.

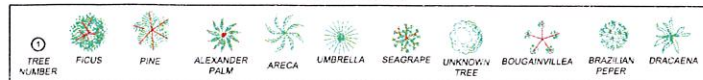
BY: CARLOS IBARRA 07/19/2014
DATE OF FIELD WORK

PROFESSIONAL LAND SURVEYOR NO.: 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER)

REVISED ON: ADDED CONSTRUCTION ELEV. 9/24/2014

REVISD QY ADDED TREES 10/10/2014

TREE LEGEND



DRAWN BY:	MPL
FIELD DATE:	07/19/2014
SURVEY NO:	14-002547-2
SHEET:	1 OF 1



L.B.# 7806 SEAL



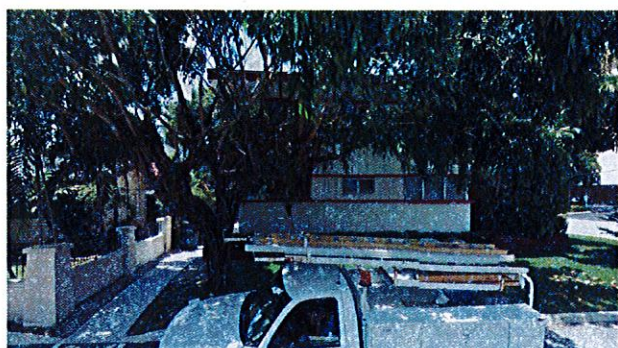
ADJACENT SOUTHEAST NEIGHBORS



ADJACENT EAST NEIGHBOR



SUBJECT SITE



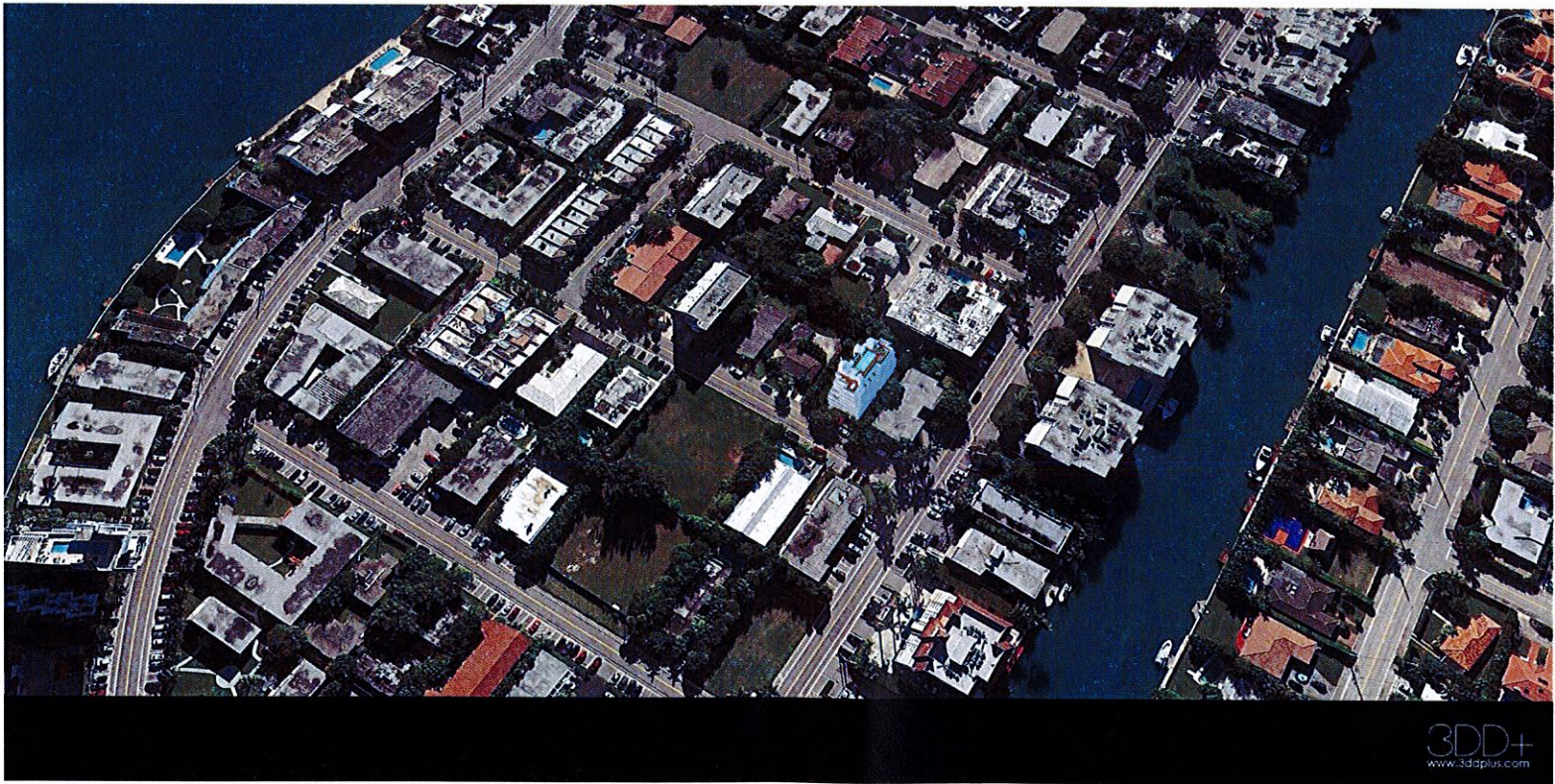
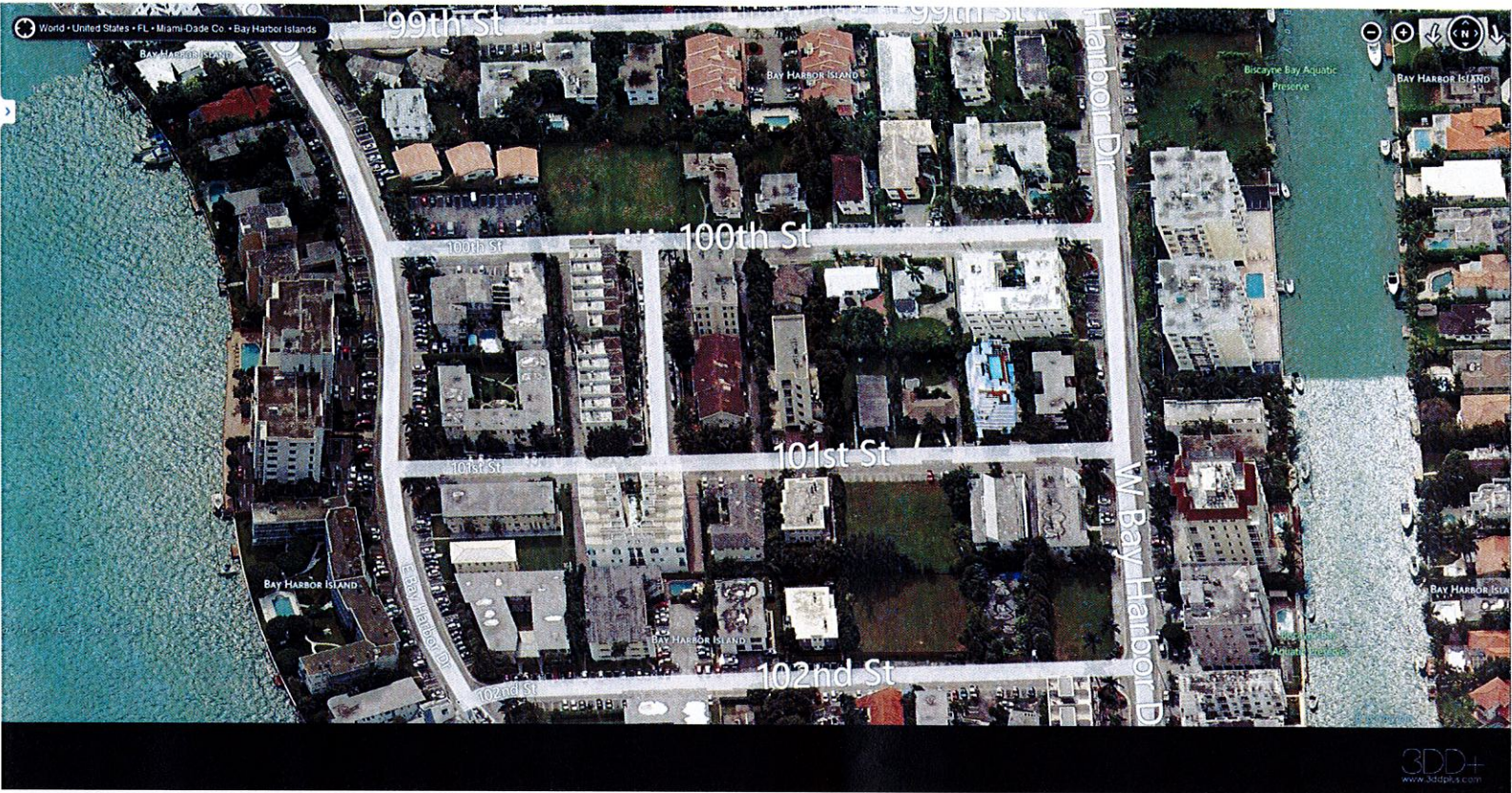
ADJACENT WEST NEIGHBOR

EXISTING PROPERTIES



CONTEXT ELEVATION

CHA ENG	LANDSCAPE ARCH	STRUCTURAL ENG	MEP ENG	CONTRACT OWNER			NO	REVISION	DATE	BY	DRAWING TITLE
 HOLLAND ENGINEERING INC. Civil Engineers 3930 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.A. 200 17th Street, Suite 101 Fort Lauderdale, FL 33304			PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIORS DESIGN LICENSE NO. AA-0001484 MARKUS A. FRANKEL, LICENSE NO. AR0007143 FRANK BENAYOUN, FISHMAN, LICENSE NO. AR0017273 1177 KANE CONDOURSE, SUITE 100, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 858-3665 FAX: (305) 858-3650 E-MAIL: INFO@FRANKELBENAYOUN.COM					CONTEXT PHOTOS SCALE: _____ DATE: NOVEMBER 13, 2014 SHEET NUMBER: A-0.01 P&Z BOARD SUBMITTAL



CIVIL ENG
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 ARCH
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4875 N. W. 17TH STREET, SUITE 101, MIAMI, FL 33154
PHONE: 305-462-9888 FAX: 305-462-8481

STRUCTURAL ENG

MEP ENG

CONTRACT OWNER
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

PEARL HOUSE
NEW CONDOMINIUM BUILDING
1170 101 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001484
MARCO A. FRANKEL LICENSE NO. AR0007143
FRANK BENAYOUN ESQ. LICENSE NO. AR0017273
1177 MIAMI CONDOMINIUM SUITE 120 BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 858-3685 FAX: (305) 858-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE
AERIAL VIEWS
SCALE
DATE
NOVEMBER 13, 2014
SHEET NUMBER
A-0.02
P&Z BOARD SUBMITTAL



STREET VIEW RENDERING



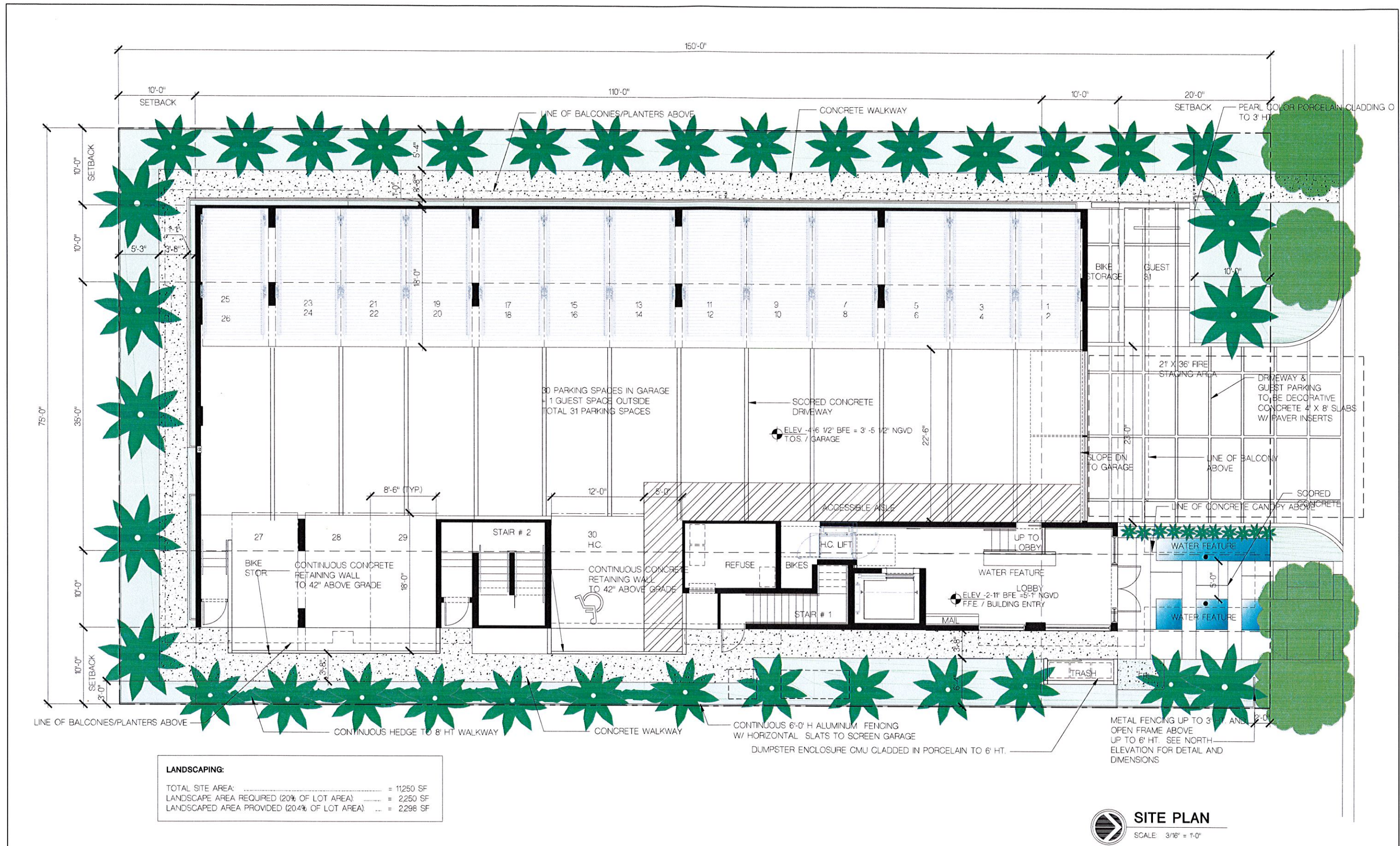
FRONT VIEW RENDERING

CIVIL ENG.  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 ARCH.  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.A. 400 S.W. 41 STREET SUITE 1111 MIAMI, FLORIDA 33134	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001484 MARCO A. FRANKEL LICENSE NO. AR0007143 FRANK BENAYOUN FISHMAN LICENSE NO. AR0072293 1177 N.W. CONCOURSE SUITE 150 BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 886-3665 FAX: (305) 886-3650 E-MAIL: INFO@FRANKELBENAYOUN.COM  SIGNATURE _____ DATE _____	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></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><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></table>	NO.	REVISION	DATE	BY																																									DRAWING TITLE RENDERING SCALE _____ DATE NOVEMBER 13, 2014 SHEET NUMBER A-0.03 P&Z BOARD SUBMITTAL
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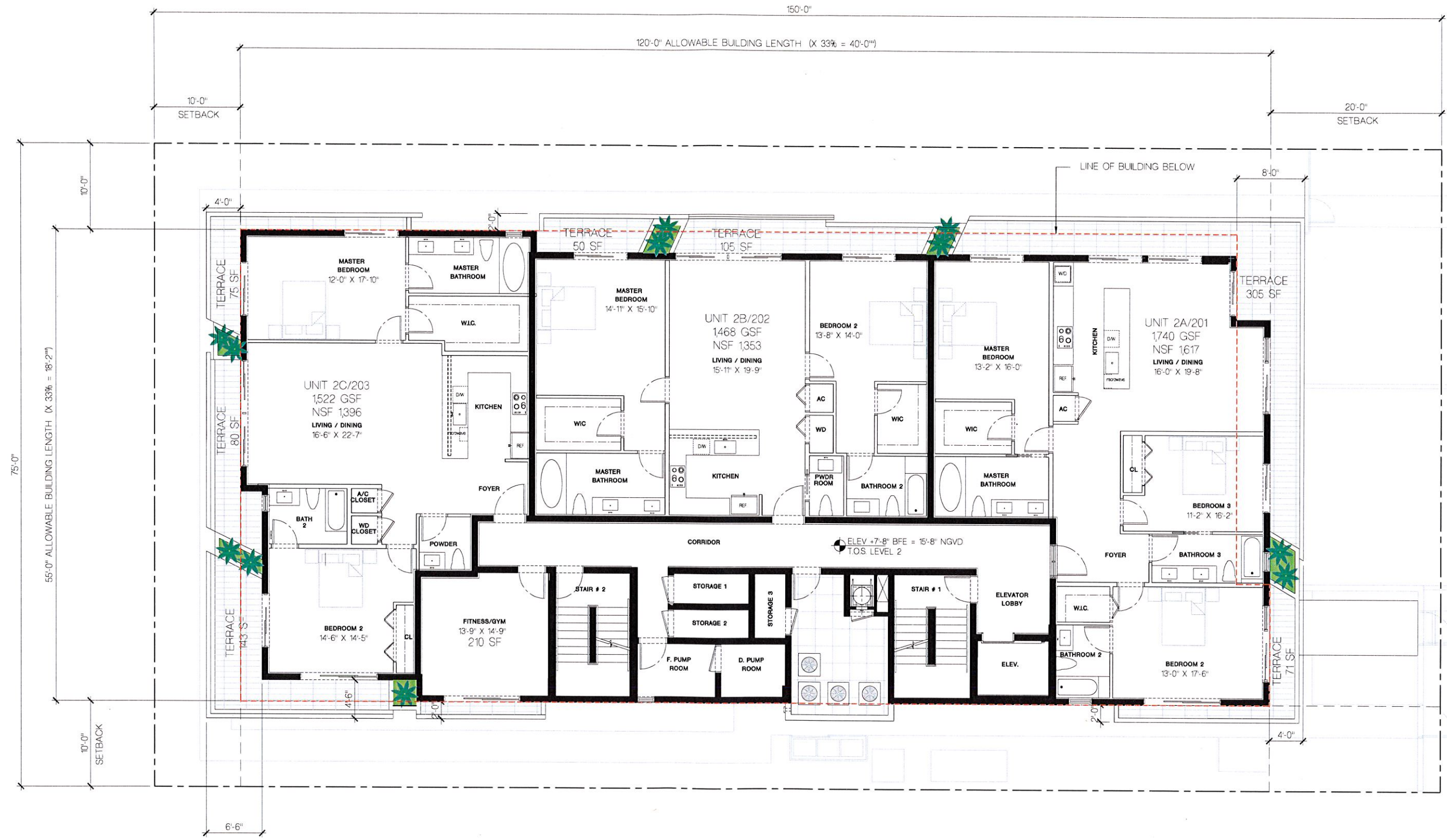


ROOF TOP RENDERING

CIV. ENG.  HOLLAND ENGINEERING INC. CIVIL ENGINEERS 3300 HOLLYWOOD BOULEVARD- HOLLYWOOD, FL - 33021 (954)367-0371 (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH.  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTS ROBERT PARSLEY A.S.L.A. 4015 W. 81 STREET MIAMI, FL 33141 PHONE: 784-0194 FAX: 784-0195	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIORS DESIGN LICENSE NO. AA-0001488 MARCELO A. FRANKEL LICENSE NO. AR0007143 FRANKEL BENAYOUN, P.A. LICENSE NO. AR0017373 1177 KANE CONDOURSE, SUITE 100, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 868-3665 FAX (305) 868-3650 E-MAIL: INFO@FRANKELBENAYOUN.COM 	SIGNATURE _____ DATE _____	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></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></table>	NO.	REVISION	DATE	BY																													DRAWING TITLE ROOF TOP RENDERING SCALE _____ DATE NOVEMBER 13, 2014 SHEET NUMBER A-0.04 P&Z BOARD SUBMITTAL
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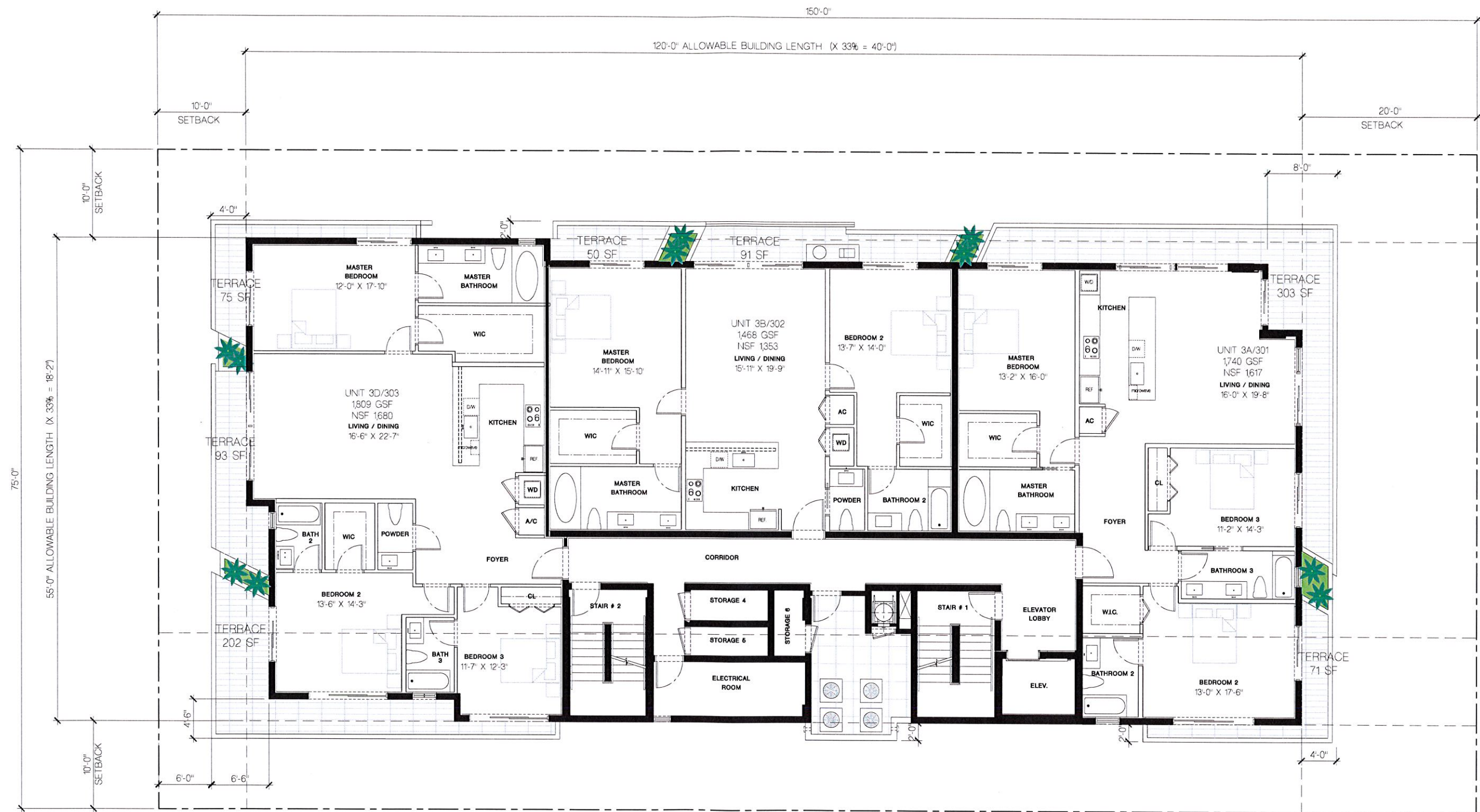


CM, ENG  HOLLAND ENGINEERING INC. civil engineers 3800 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 • (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTS ROBERT PARSLEY A.S.L.A. MEM. F.S. 11 STREET SEASIDE FL. 33411 PHONE: 313-1111 FAX: 313-1111	STRUCTURAL ENG	MEP ENG	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS INTERIOR DESIGN LICENSE NO. AX-0001484 MARCUS A. FRANKEL LICENSE NO. AR0007143 FRANK BENAYOUN F.S.M.A. LICENSE #AD0019273 1177 KANE CONVENTURE, SUITE 1200, BAY HARBOR ISLANDS, FLORIDA 33154 P: (305) 858-3665 F: (305) 858-3650 E-MAIL: INFO@FRANKELBENAYOUN.COM  SIGNATURE DATE	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></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></table>	NO.	REVISION	DATE	BY													DRAWING TITLE SITE PLAN SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER A-1.01 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																					



LEVEL 2 FLOOR PLAN (4,721 SF) + GYM (210 SF)
 SCALE 3/16" = 1'-0"

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. 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 (754) 367-1100 FAX: (754) 367-1101	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001498 MARQUE A. FRANKEL LICENSE NO. AR0007143 FRANK BENAYOUN LICENSE NO. AR0007373 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (754) 367-3555 FAX: (754) 367-3556 E-MAIL: INFO@FRANKELBENAYOUN.COM	SIGNATURE _____ DATE _____	<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> </tbody> </table>	NO.	REVISION	DATE	BY																	LEVEL 2 FLOOR PLAN SCALE 3/16" = 1'-0" DATE NOVEMBER 13, 2014 A-1.02 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																										



LEVEL 3 FLOOR PLAN (5,017 SF)

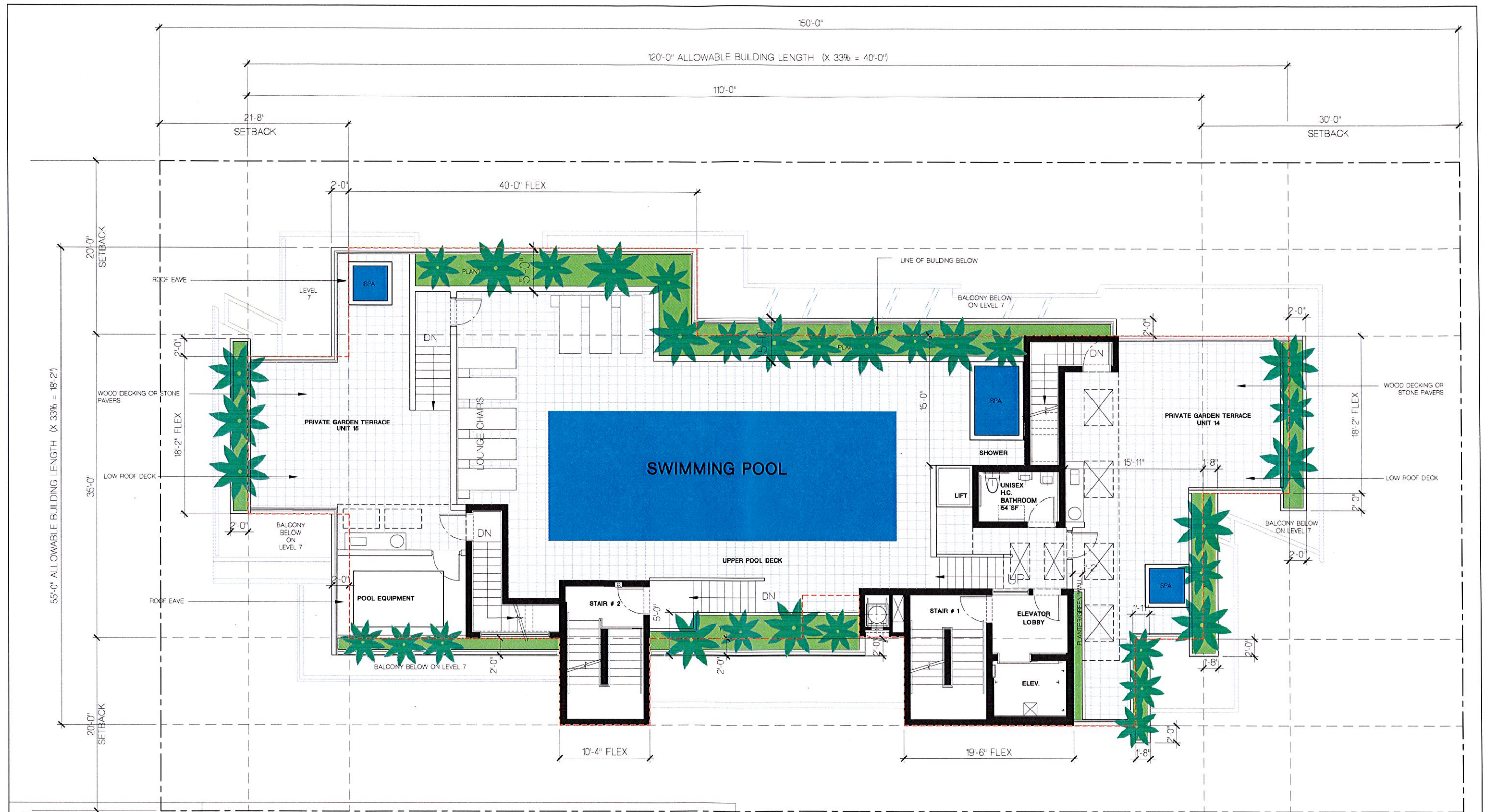
CIVIL ENG.

 **HOLLAND ENGINEERING INC.**
civil engineers

3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax

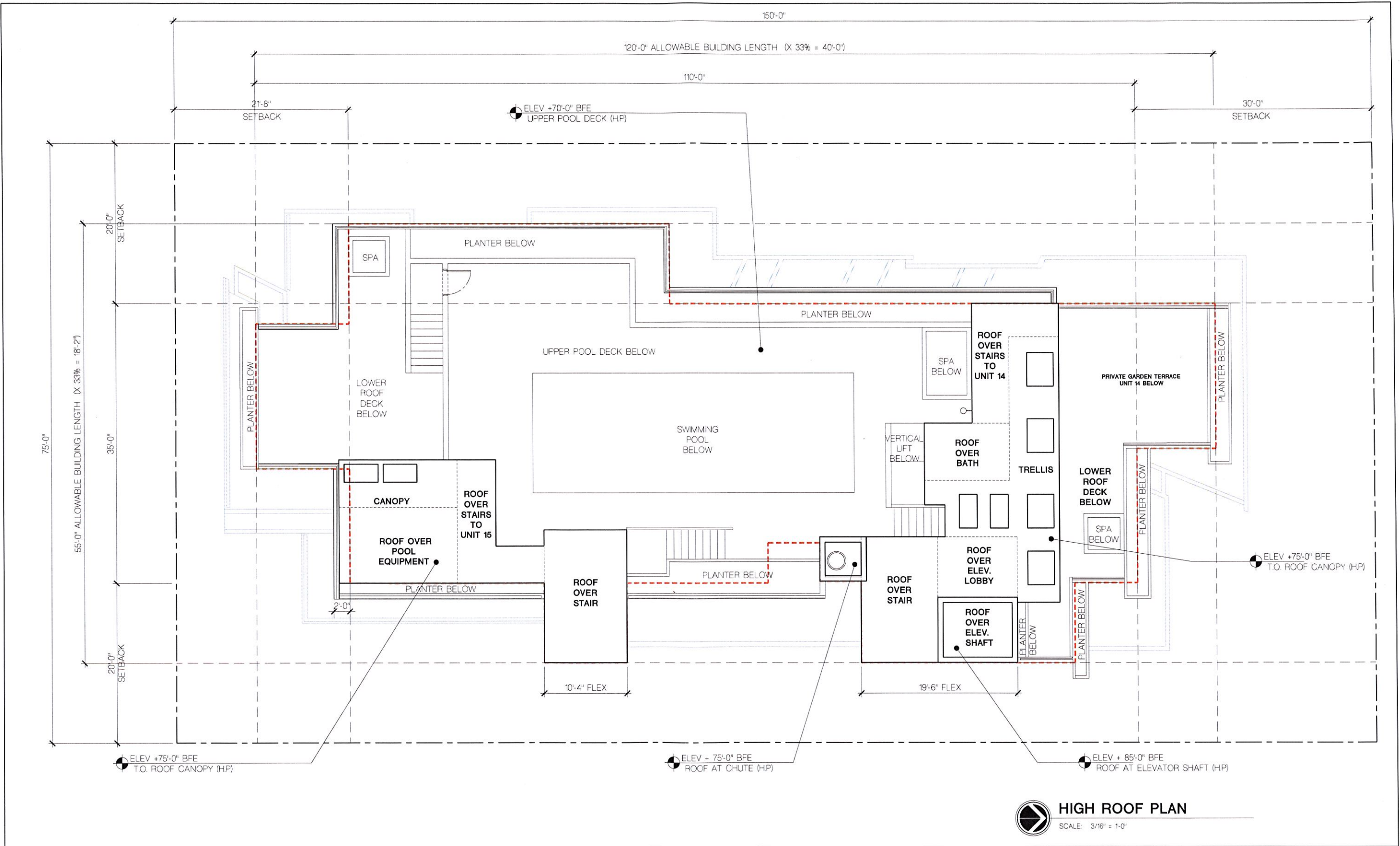
SUSAN C. HOLLAND, PE
Reg. no. 41831





LANDSCAPING: TOTAL RECREATION DECK AREA = 2637 SF LANDSCAPE AREA REQUIRED (15% OF ROOF AREA) = 395 SF LANDSCAPED AREA PROVIDED (29% OF LOT AREA) = 771 SF	SWIMMING POOL: SWIMMING POOL AREA = 598 SF OCCUPANCY @150 = 12 ACCORDING TO FBC 2010 SWIMMING POOLS WITH BATHING LOAD OF 20 PERSONS OR LESS (1000 SF) MAY UTILIZE A UNISEX RESTROOM. ON SECTION 403.61 STATES THAT THE FIXTURE COUNT IS DEEMED TO BE ADEQUATE FOR POOL AND POOL DECK AREA THAT IS UP TO 3 TIMES THE AREA OF THE POOL SURFACE FOR A 1000 SF POOL WITH OCCUPANCY OF 20 IT ACCOUNTS FOR A DECK AREA OF 3000 SF. THE PROPOSED POOL DECK AREA IS 2219 SF, THEREFORE ONE UNISEX BATHROOM MAY ACCOMMODATE ITS NEEDS
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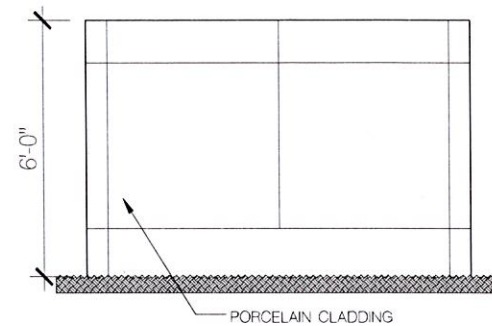
O&A ENG HOLLAND ENGINEERING INC. 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 - (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.A. 1001 S.W. 4TH STREET, SUITE 101 MIAMI, FL 33135	STRUCTURAL ENG	MEP ENG	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD, SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001454 MARCUS A. FRANKEL, LICENSE NO. AR0001143 FRANKEL BENAYOUN FIRM, LICENSE NO. AR0001993 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 P: (305) 888-1885 F: (305) 888-1880 E: MAIL: INFO@FRANKELBENAYOUN.COM	ROOF LEVEL FLOOR PLAN SCALE: 3/16" = 1'-0"	<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> <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 ROOF LEVEL FLOOR PLAN SCALE: 3/16" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER A-108 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																																																		



HIGH ROOF PLAN

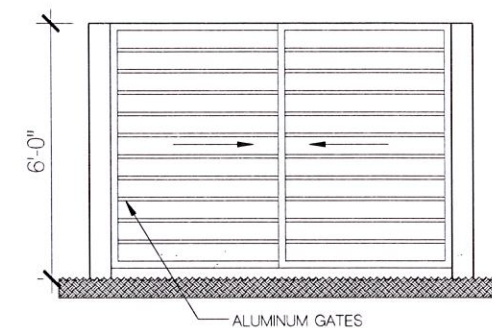
SCALE: 3/16" = 1'-0"

CHA ENG HOLLAND ENGINEERING INC. For Engineers 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 • (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 866-3845 FAX: (305) 866-3850 E-MAIL: INFO@FRANKELBENAYOUN.COM	STRUCTURAL ENG	MEP ENG	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001484 MANUEL A. FRANKEL LICENSE NO. AR00007143 FRANKEL BENAYOUN ARCHITECTS, INC. NO. AR00019273 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 866-3845 FAX: (305) 866-3850 E-MAIL: INFO@FRANKELBENAYOUN.COM	NO. REVISION DATE BY DRAWING TITLE HIGH ROOF PLAN SCALE 3/16" = 1'-0" DATE NOVEMBER 13, 2014 SHEET NUMBER A-109 P&Z BOARD SUBMITTAL
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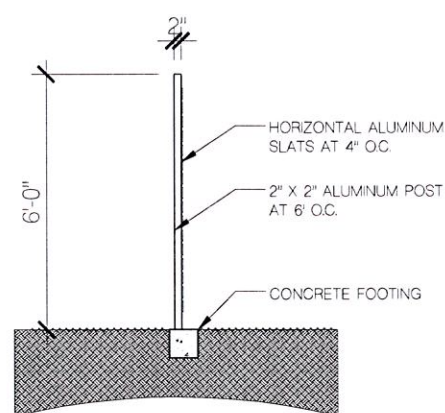
DUMPSTER ENCLOSURE

SCALE: 1/2" = 1'-0"



DUMPSTER ENCLOSURE

SCALE: 1/2" = 1'-0"



FENCE SECTION [SIDE YARD]

SCALE: 1/2" = 1'-0"

ELEVATOR SHAFT

CONCRETE TRELLIS

CONCRETE EYEBROW

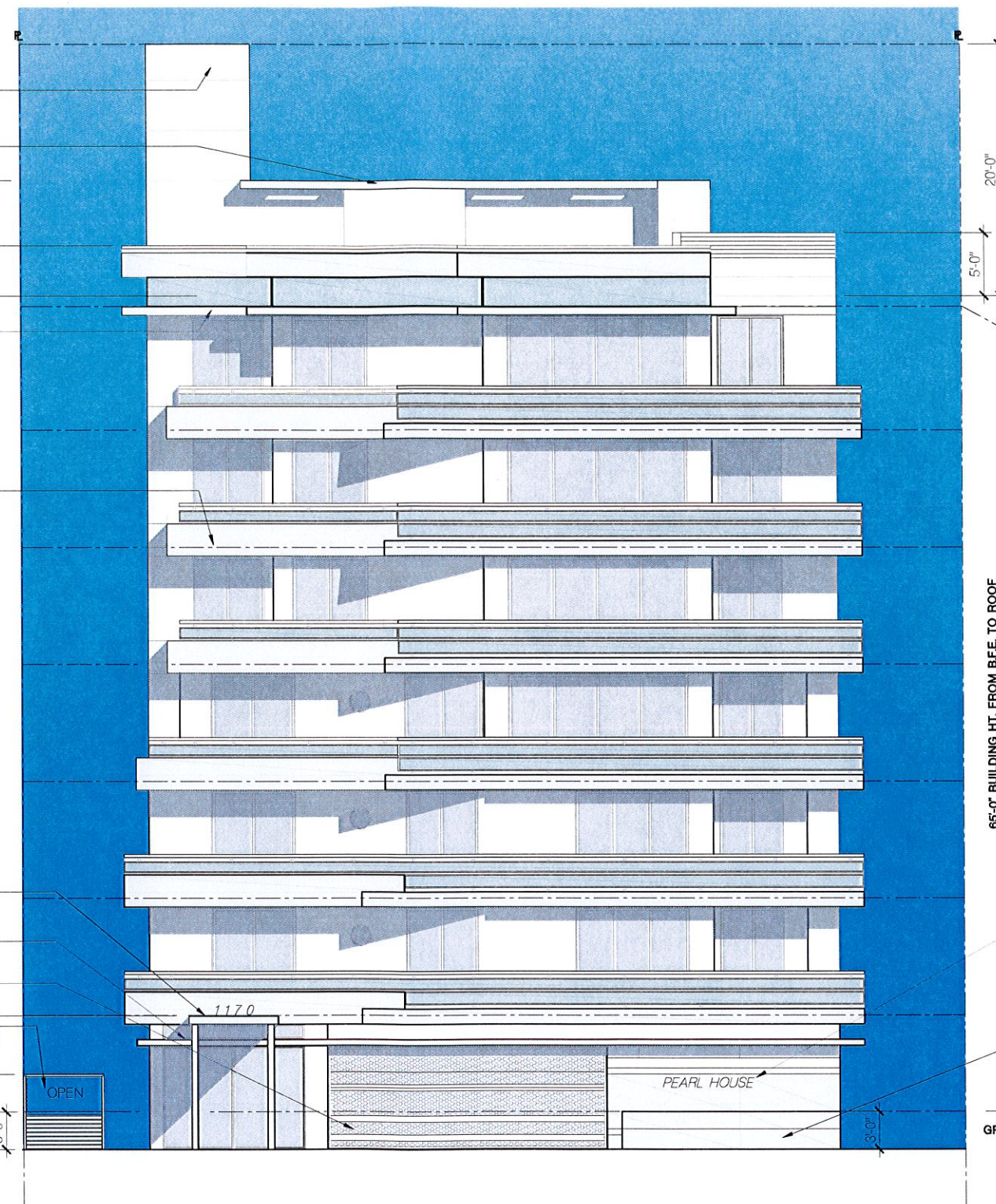
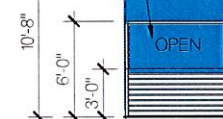
MASONRY & GLASS RAIL WITH
HORIZONTAL METAL TOP
MEMBER

CONCRETE CANOPY WITH
ADDRESS SIGN ABOVE

CONCRETE EYEBROW

METAL GATE

CONTINUOUS 6'-0"
ALUMINUM W/ HORIZONTAL SLATS



ELEV 70'-0" BFE = 78'-0" NGVD
FFE UPPER ROOF DECK

ROOF

ELEV 65'-0" BFE = 73'-0" NGVD
FFE ROOF
ELEV +64'-2" BFE = 72'-17" NGVD
T.O.S. ROOF

7

ELEV +54'-4" BFE = 62'-4" NGVD
T.O.S. LEVEL 7

6

ELEV +45' BFE = 53' NGVD
T.O.S. LEVEL 6

5

ELEV +35'-8" BFE = 43'-8" NGVD
T.O.S. LEVEL 5

4

ELEV +26'-4" BFE = 34'-4" NGVD
T.O.S. LEVEL 4

3

ELEV +17' BFE = 25' NGVD
T.O.S. LEVEL 3

LOCATION FOR BUILDING
NAME/SIGN

2

ELEV +7'-8" BFE = 15'-8" NGVD
T.O.S. LEVEL 2

PEARL COLORED
STONE/PORCELAIN WALL
CLADDING TO 3' HT.

1

ELEV 0' BFE = 8'-0" NGVD

GRADE

ELEV -3'-0 1/4" BFE = 4'-11 3/4" NGVD
FFE / BUILDING ENTRY

65'-0" BUILDING HT. FROM BFE TO ROOF

NORTH ELEVATION

SCALE: 3/16" = 1'-0"

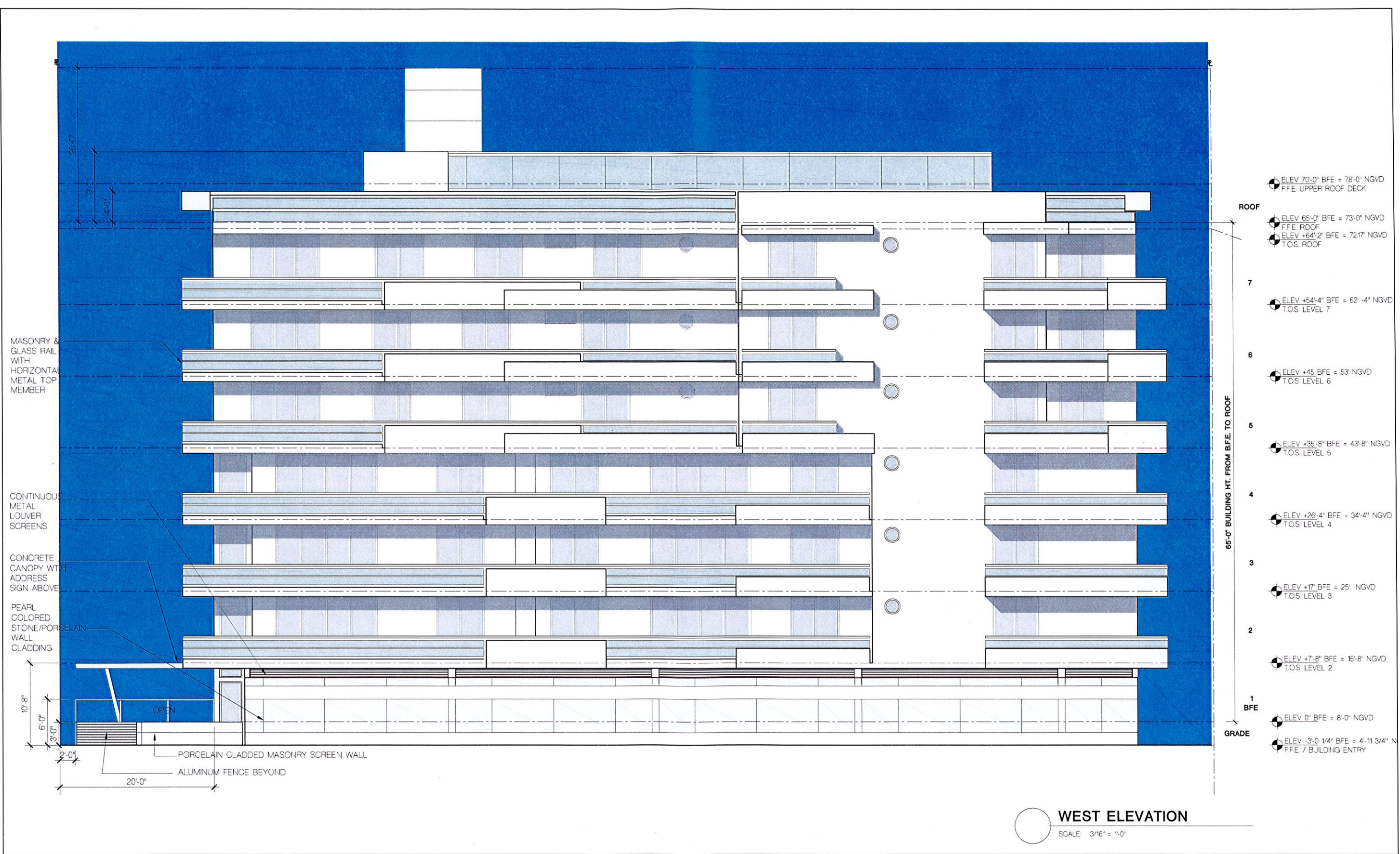
CIVIL ENG. HOLLAND ENGINEERING INC. civil engineers 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (854)367-0371 • (854)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH. GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.A. 200 S.W. 11 STREET, SUITE 111 MIAMI, FLORIDA 33135	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001484 MARQUE A. FRANKEL, LICENSE NO. AR0001143 FRANKEL BENAYOUN, LICENSE NO. AR0011273 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 858-3885 FAX: (305) 858-3850 E-MAIL: INFO@FRANKELBENAYOUN.COM	NO. REVISION DATE BY	DRAWING TITLE NORTH ELEVATION SCALE: 3/16" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER A-2.01 P&Z BOARD SUBMITTAL
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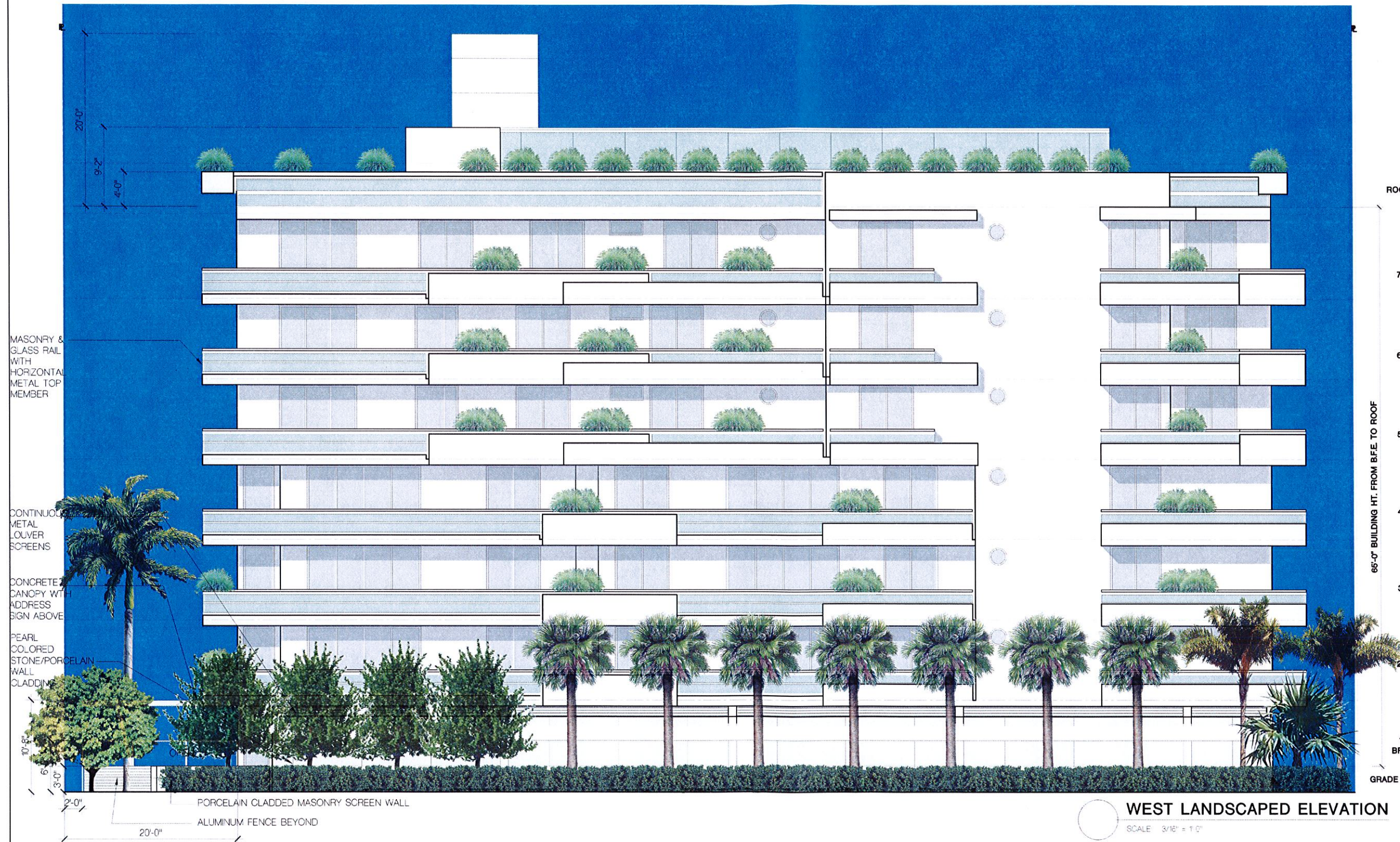
NORTH LANDSCAPED ELEVATION

SCALE: 3/16" = 1'-0"

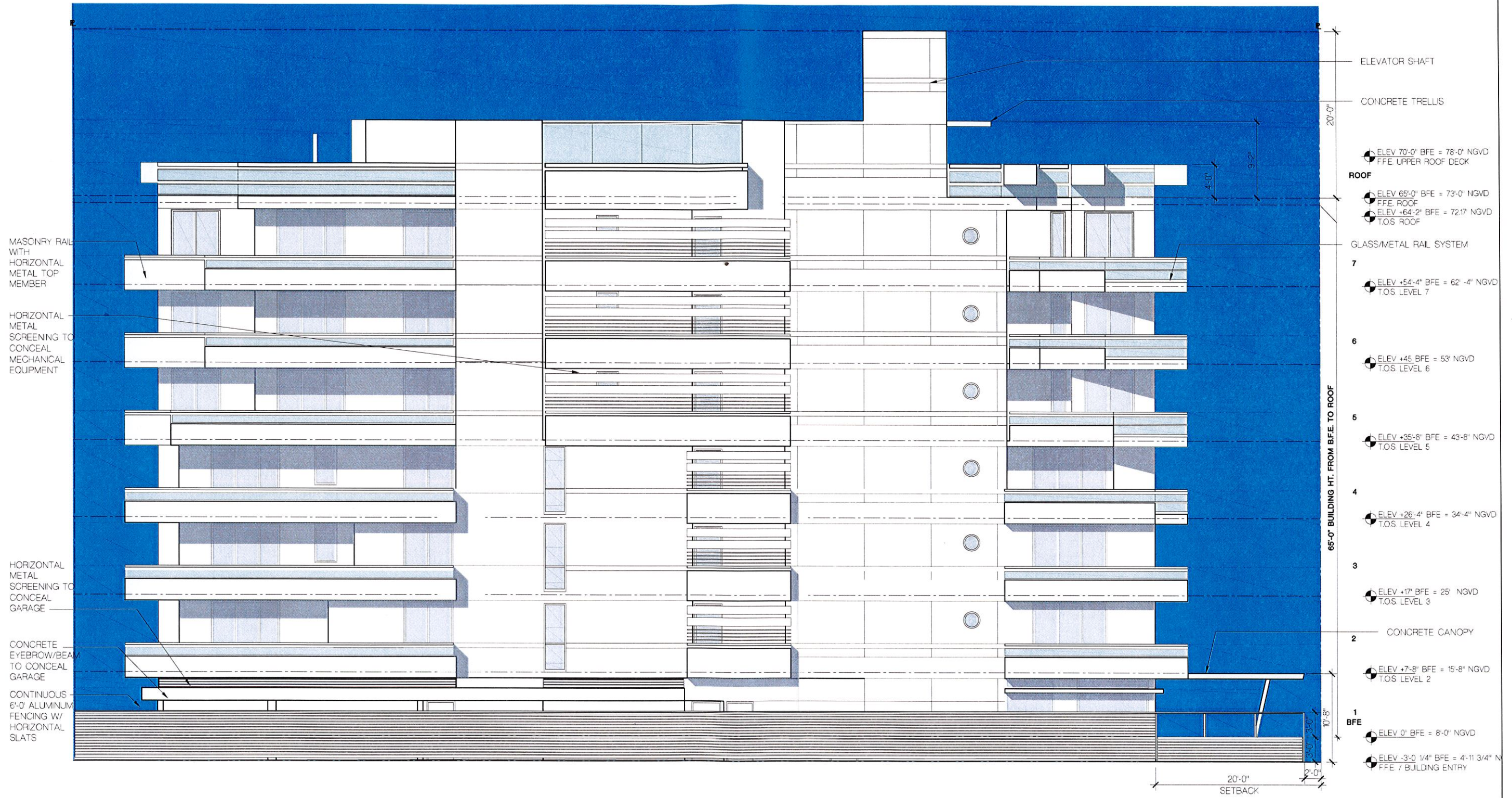
HOLLAND ENGINEERING INC. Civil Engineers 1500 HOLLYWOOD BLVD. SUITE 100, HOLLYWOOD, FL 33021 (954) 267-2371 • (954) 267-0372 Fax SUSAN C. HOLLAND, PE Reg. No. 41831	GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.I.A. 1000 N.W. 103RD AVE., SUITE 101, MIAMI, FL 33151 PHONE: 781-451-7900 FAX: 781-451-7901	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD, SUITE 4705 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS INTERIORS DESIGN LICENSED ARCHITECTS 1170 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PHONE: 781-451-7900 FAX: 781-451-7901 E-MAIL: TUD@FRANKELBENAYOUN.COM	NO. REVISION DATE BY	NORTH ELEVATION SCALE: 3/16" = 1'-0" DATE: NOVEMBER 4, 2014 SHEET NUMBER: A-2.01 F&Z BOARD SUBMITTAL
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ORL ENG 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 ARCH  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 400 S.W. 41 STREET MIAMI, FL 33135 PHONE: 313-461-5441 FAX: 313-461-5442	STRUCTURAL ENG	MEP ENG	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-C001438 MARVUS A. FRANKEL LICENSE NO. AR000143 FRANK BENAYOUN FIRM LICENSE NO. AR0012273 1177 KANE CONDOURSE SUITE 120 BAY HARBOR ISLANDS, FLORIDA 33154 PH: (202) 658-1645 FAX: (202) 658-3650 E-MAIL: INFO@FRANKELBENAYOUN.COM  SIGNATURE DATE	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></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></table>	NO.	REVISION	DATE	BY																	DRAWING TITLE WEST ELEVATION SCALE: 3/16" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER A-2.02 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																									

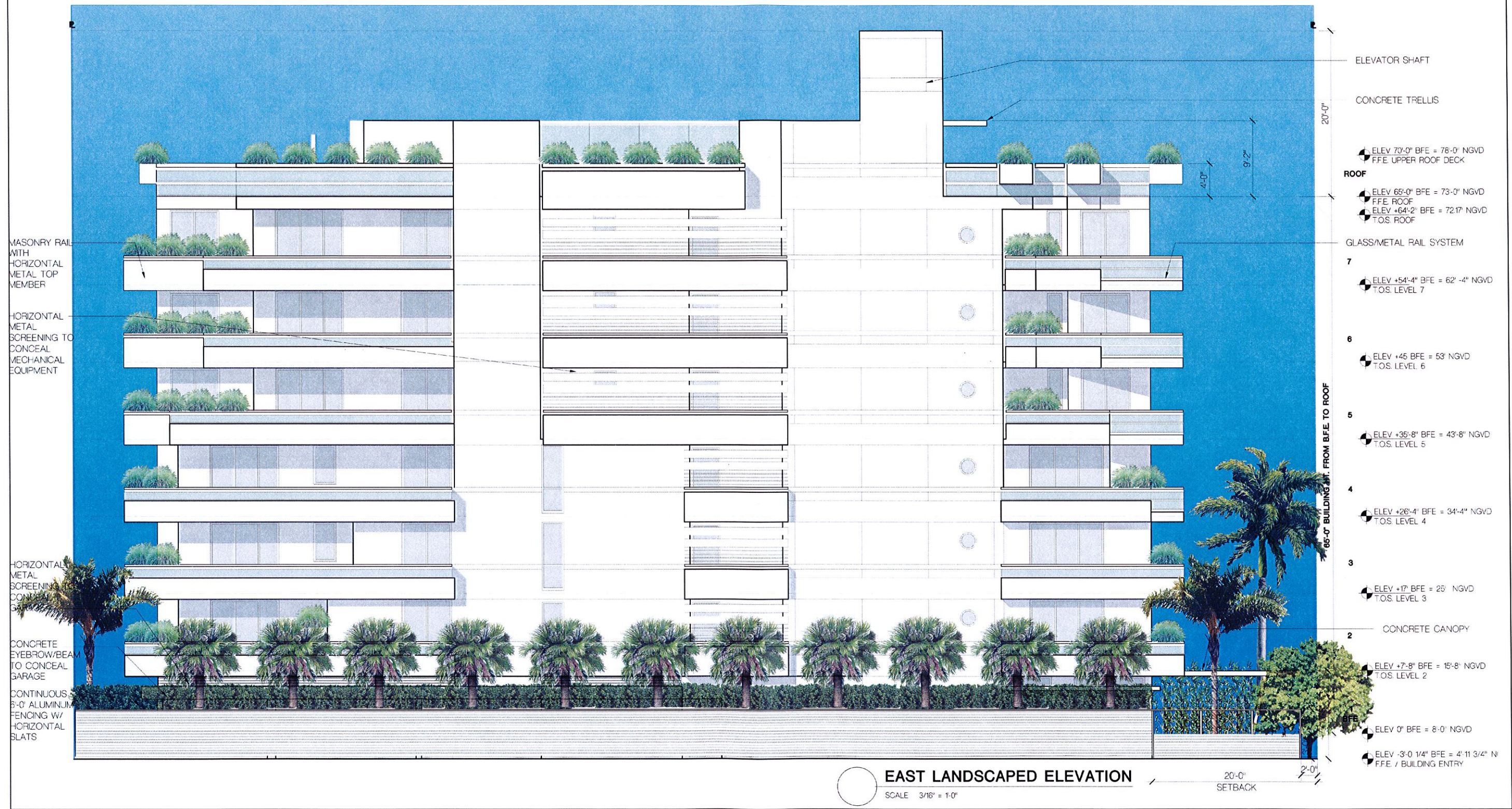


DATE: 11/04/2014 HOLLAND ENGINEERING INC. Engineers 3300 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 3302 (954) 351-1121 (954) 351-1122 Fax SUSAN C. HOLLAND, PE REG. NO. 47851	LANDSCAPE ARCH: GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARKLEY A.S.L.A. 1000 N. W. STREET, SUITE 110 TALLAHASSEE, FL 32304	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER: PEARL HOUSE, LLC 300 BISCAYNE BOULEVARD, SUITE 4750 MIAMI, FLORIDA 33139	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIORS LICENSE NO. AA00001444 MEMBER OF THE FLORIDA ARCHITECTS ASSOCIATION 1991 KANE CONSTRUCTION, ELITE 125 - BAY HARBOR ISLANDS, FLORIDA 33154 301 2000 BAY STREET - P.O. BOX 1000, BAY HARBOR ISLANDS, FLORIDA 33154 P. 904.399.1100 F. 904.399.1101	NO. REVISION DATE BY	PROJECT TITLE: WEST ELEVATION SCALE: 3/16" = 1'-0" DATE: NOVEMBER 4, 2014 SHEET NUMBER: A-2.02 PLZ BOARD SUBMITAL
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EAST ELEVATION
SCALE: 3/16" = 1'-0"

CIV. ENG. 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 ARCH. GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.A. 4001 N.W. 11 STREET MIAMI, FL 33147 PHONE: (305) 554-1940 FAX: (305) 554-1940	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001488 ENGINEER NO. AR0007143 FRANK BENAYOUN, FLSHMAN LICENSE NO. AR0017373 1177 KANE CONDOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 888-3845 FAX: (305) 888-3850 E-MAIL: INFO@FRANKELBENAYOUN.COM	NO. REVISION DATE BY	DRAWING TITLE EAST ELEVATION SCALE: 3/16" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER A-2.03 P&Z BOARD SUBMITTAL
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DATE ENG HOLLAND ENGINEERING INC. 2800 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954) 367-0371, (954) 367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY, A.S.L.A. 1801 SW 41 STREET MIAMI, FL 33135 PHONE: 783-207-7400 FAX: 783-207-7474	STRUCTURAL ENG	MEP ENG	CITY/STATE OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD, SUITE 4705 MIAMI, FL 33139	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33434	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS DESIGN JENNIFER M. BENAYOUN, AIA, LEED AP FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS 1170 KANE CONDOURSE, SUITE 110 BAY HARBOR ISLANDS, FLORIDA 33434 PH: 305-366-1000 FAX: 305-366-1001 E-MAIL: INFO@FRANKELBENAYOUN.COM	NO. REVIEWED DATE NOVEMBER 4, 2014	EAST ELEVATION SCALE 3/16" = 1'-0" SHEET NUMBER A-2.03 DATE
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METAL & GLASS GUARD RAIL
AROUND THE UPPER POOL
DECK TO 48" HT.

20'-0"

9'-2"

4'-0"

MASONRY & GLASS RAIL WITH
HORIZONTAL METAL TOP
MEMBER

MASONRY PLANTER WALL

CONTINUOUS METAL LOUVER
SCREENS

PEARL COLORED
STONE/PORCELAIN WALL
CLADDING

ELEV 70'-0" BFE = 78'-0" NGVD
FFE UPPER ROOF DECK

ROOF

ELEV 65'-0" BFE = 73'-0" NGVD
FFE ROOF
ELEV +64'-2" BFE = 72'-17" NGVD
T.O.S. ROOF

7

ELEV +54'-4" BFE = 62'-4" NGVD
T.O.S. LEVEL 7

6

ELEV +45' BFE = 53' NGVD
T.O.S. LEVEL 6

5

ELEV +35'-8" BFE = 43'-8" NGVD
T.O.S. LEVEL 5

4

ELEV +26'-4" BFE = 34'-4" NGVD
T.O.S. LEVEL 4

3

ELEV +17' BFE = 25' NGVD
T.O.S. LEVEL 3

2

ELEV +7'-8" BFE = 15'-8" NGVD
T.O.S. LEVEL 2

1

BFE
ELEV 0' BFE = 8'-0" NGVD

GRADE

ELEV -3'-0 1/4" BFE = 4'-11 3/4" NGVD
FFE / BUILDING ENTRY

65'-0" BUILDING HT. FROM BFE TO ROOF



SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

CIVIL ENG
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 ARCH
**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
200 S.W. 41 STREET - MIAMI, FL 33134
PHONE: 783-6600 • FAX: 783-6642

STRUCTURAL ENG

MEP ENG

CONTRACT OWNER
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD SUITE 4709
MIAMI, FLORIDA 33131

PEARL HOUSE
NEW CONDOMINIUM BUILDING
1170 101 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

**FRANKEL BENAYOUN
ARCHITECTS INC.**
ARCHITECTS PLANNERS DESIGN
LICENSE NO. AA-C001494
MARCUS A. FRANKEL LICENSE NO. AR0001143
FRANK BENAYOUN FRANKEL LICENSE NO. AR0001275
1177 KANE CONDOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154
P: (305) 868-3860 FAX: (305) 868-3860
E-MAIL: INFO@FRANKELBENAYOUN.COM

SIGNATURE DATE

NO.	REVISION	DATE	BY

DRAWING TITLE
SOUTH ELEVATION
SCALE: 3/16" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-2.04
P&Z BOARD SUBMITTAL

METAL & GLASS GUARD RAIL
AROUND THE UPPER POOL
DECK TO 48" HT.

20'-0"

9'-2"

4'-0"

MASONRY & GLASS RAIL WITH
HORIZONTAL METAL TOP
MEMBER

MASONRY PLANTER WALL

CONTINUOUS METAL LOUVER
SCREENS

PEARL COLORED
STONE/PORCELAIN WALL
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T.O.S. LEVEL 2

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ELEV 0' BFE = 8'-0" NGVD

GRADE

ELEV -3'-0 1/4" BFE = 4'-11 3/4" NGVD
F.F.E. / BUILDING ENTRY

65'-0" BUILDING HT. FROM BFE TO ROOF

SOUTH LANDSCAPED ELEVATION

SCALE: 3/16" = 1'-0"

CAL ENG
HOLLAND ENGINEERING INC.
Civil Engineers
15100 HWY 140/139 RD SW, SUITE 100, PALM BEACH, FL 33411
(561) 847-1271 • (561) 847-0372 Fax
SUSAN C. HOLLAND, PE
Reg. No. 41831

LANDSCAPE ARCH
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSELY A.S.L.A.
1000 N. US HWY 1, SUITE 101, PALM BEACH, FL 33480
PHONE: 561-847-1271 FAX: 561-847-1427

STRUCTURAL ENG

MEP ENG

CONTRACT OWNER
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD, SUITE 4709
MIAMI, FLORIDA 33131

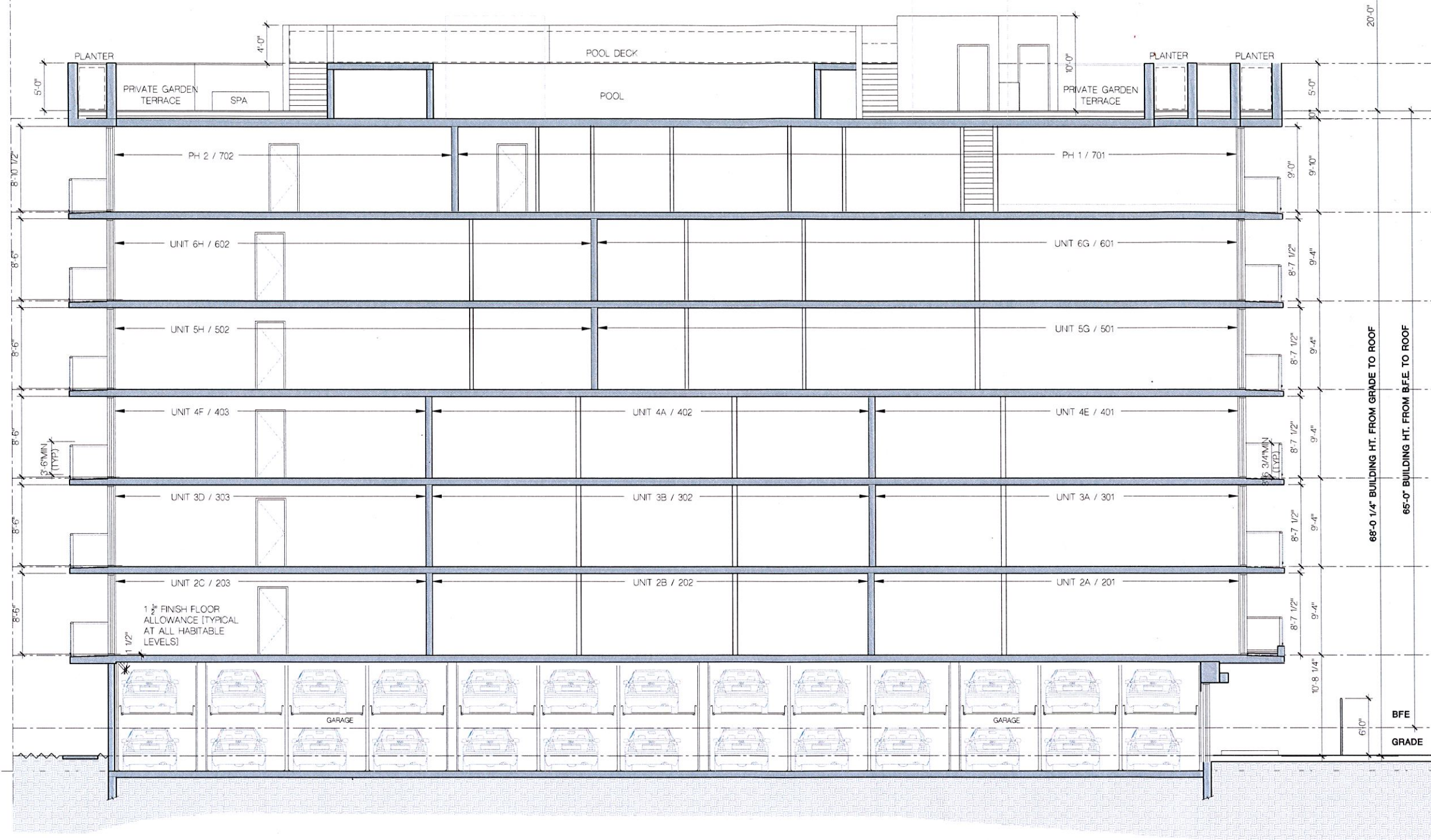
PEARL HOUSE
NEW CONDOMINIUM BUILDING
1170 101 STREET
BAY HARBOR ISLANDS, FLORIDA 33554

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS
1170 101 STREET, SUITE 100, BAY HARBOR ISLANDS, FLORIDA 33554
PHONE: 813-885-1111 FAX: 813-885-1112
E-MAIL: INFO@FRANKELBENAYOUN.COM

DATE: _____
SIGNATURE: _____

NO. _____
REVISION: _____
DATE: _____

DRAWING FILE
SOUTH ELEVATION
SCALE: 3/16" = 1'-0" DATE: NOVEMBER 4, 2014
SHEET NUMBER
A-2.04
P&Z BOARD SUBMITTAL



- ROOF
- ELEV 70'-0" BFE = 78'-0" NGVD
F.F.E. UPPER ROOF DECK
 - ELEV 65'-0" BFE = 73'-0" NGVD
F.F.E. ROOF
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T.O.S. LEVEL 3
- 2
- ELEV +7'-8" BFE = 15'-8" NGVD
T.O.S. LEVEL 2
- 1
- ELEV 0" BFE = 8'-0" NGVD
ELEV -2'-11" BFE = 5'-1" NGVD
F.F.E. / BUILDING ENTRY
 - ELEV -4'-6 1/2" BFE = 3'-5 1/2" NGVD
T.O.S. / GARAGE

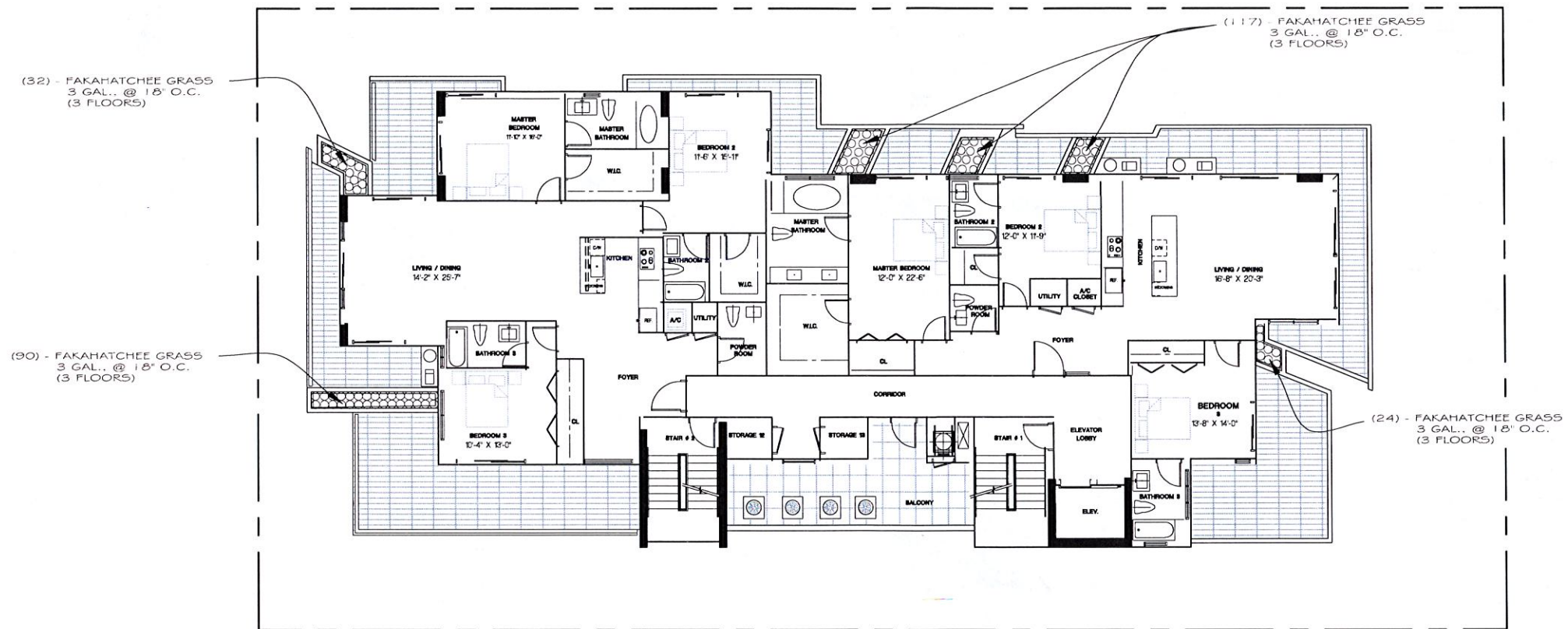


SECTION

SCALE 3/16" = 1'-0"

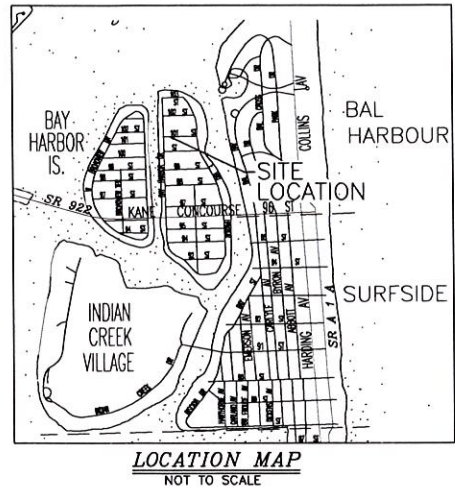
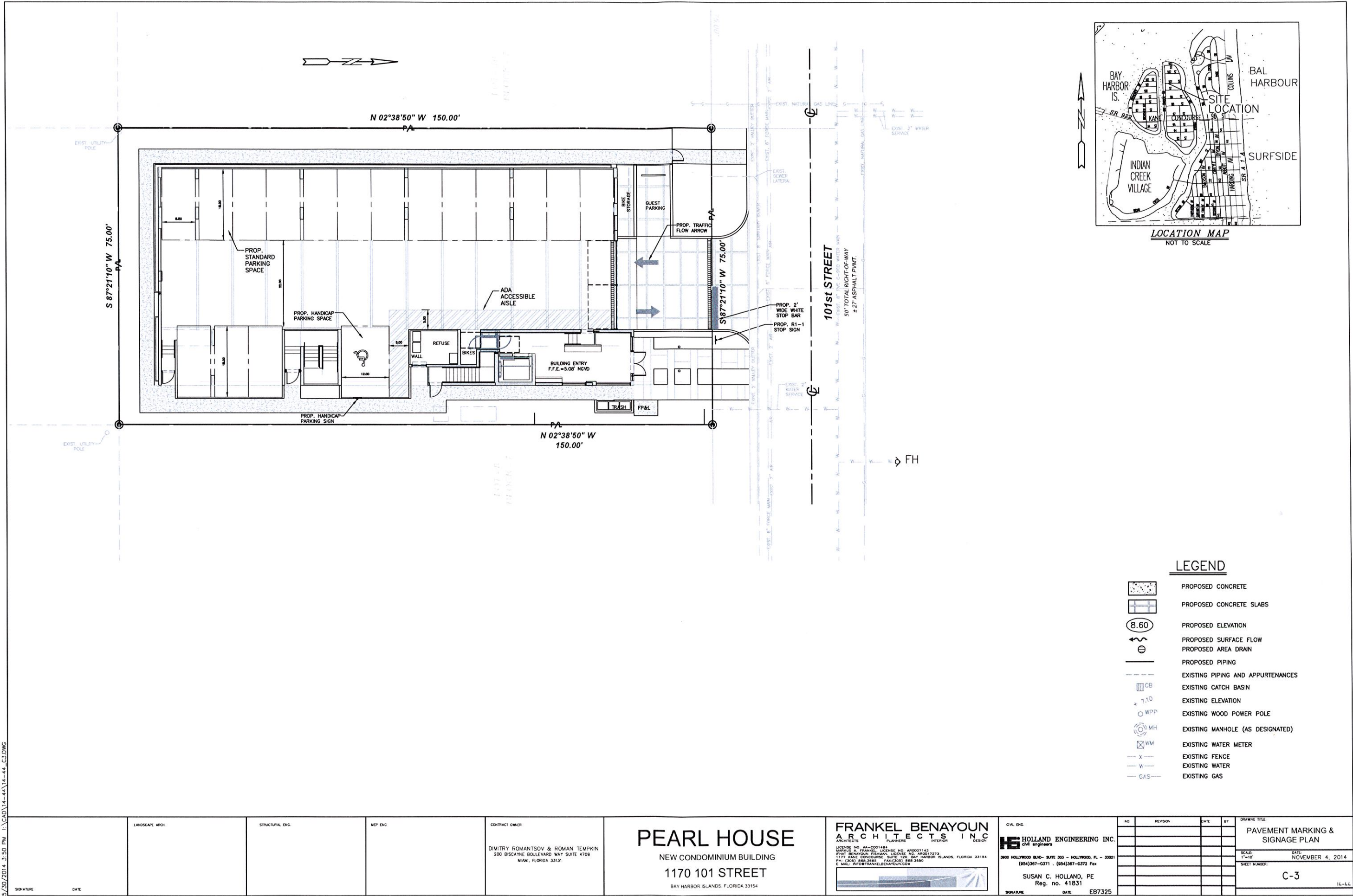
CIV. ENG.  HOLLAND ENGINEERING INC. Civil Engineers 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 - (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH.  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.A. 400 N.W. 17TH ST. SUITE 101 FORT LAUDERDALE, FL 33311	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001454 MANUEL A. FRANKEL LICENSE NO. AR0007143 FRANK BENAYOUN LICENSE NO. AR0017973 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 858-3445 FAX: (305) 858-3550 E-MAIL: INFO@FRANKELBENAYOUN.COM  SIGNATURE DATE	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></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><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></table>	NO.	REVISION	DATE	BY																																									DRAWING TITLE SECTION SCALE 3/16" = 1'-0" DATE NOVEMBER 13, 2014 SHEET NUMBER A-3.01 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																																																	

5/20/2014 3:50 PM J:\PROJECTS\FRANKEL-BENAYOUN MULTIPLE PROJECTS\2014\170-101 ST PEARL HOUSE-PEARL HOUSE PLANTING.DWG

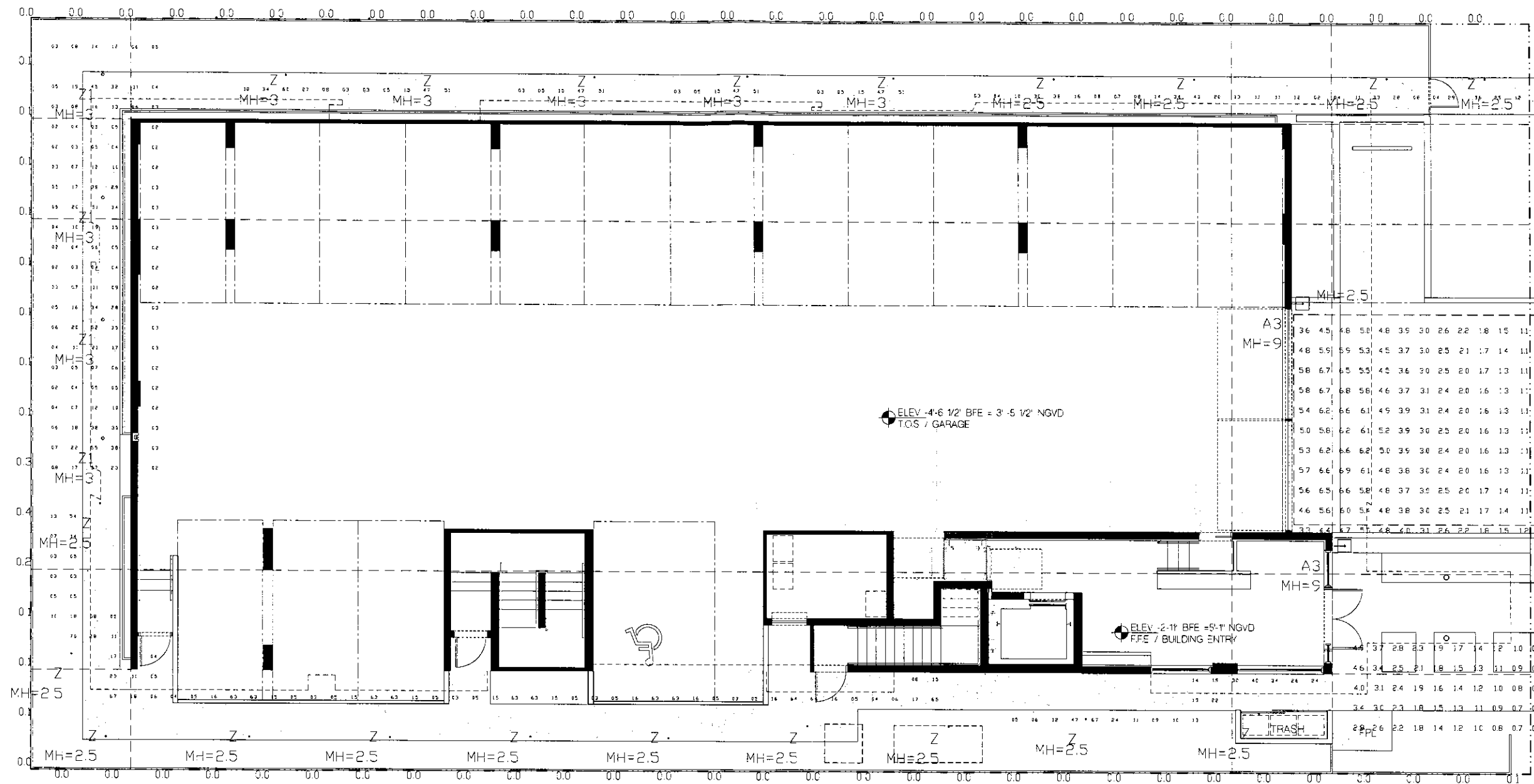


LEVELS 5,6 & 7 PLANTING PLAN 
SCALE: 1/8" = 1'-0"

O&L ENG	LANDSCAPE ARCH  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 4601 S.W. 117 STREET SUITE 101 MIAMI, FL 33154	STRUCTURAL ENG	MEP ENG	CONTRACT OWNER DIMITRY ROMANTSOV & ROMAN TEMPKIN 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33151	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001484 NATHAN A. FRANKEL LICENSE NO. AR0002143 FRANKEL BENAYOUN FIRM LICENSE NO. AR0017333 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 856-3855 FAX: (305) 856-3850 E-MAIL: INFO@FRANKELBENAYOUN.COM  SIGNATURE DATE	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></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></table>	NO.	REVISION	DATE	BY																													DRAWING TITLE LEVELS 5,6 & 7 PLANTING PLAN SCALE: 1/8" = 1'-0" DATE: OCTOBER 13, 2014 SHEET NUMBER L-3 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																																					



- LEGEND
- PROPOSED CONCRETE
 - PROPOSED CONCRETE SLABS
 - 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



Numeric Summary					
Project: Millennium 9301, REV1					
Label	Avg	Max	Min	Avg/Min	Max/Min
SIDEWALK (SOUTH) Planar	2.11	7.0	0.3	7.03	23.33
PROP. LINE	0.63	0.4	0.0	0.00	0.00
ENTRANCE & LOADING	3.06	6.9	0.6	5.10	11.50
SIDEWALK TO MAIN ENTRANCE	5.34	18.3	1.5	3.56	12.20
SIDEWALK (NORTH)	1.55	4.3	0.2	7.75	21.50
SIDEWALK (RIGHT TOP)_6_P	1.21	6.0	0.2	6.05	30.00

Luminaire Schedule						
Project: D Group - Apartment Building						
Symbol	Qty	Label	Description	NOTE	Lumens	LLF
	2	A3	DECORATIVE ACORN 175W MH WALL MNT		16000	0.750
	4	Z1	BEGA B582 40WT3DCB (BOLLARD)		540	0.750
	19	Z	BEGA B685 40WT3DCB (BOLLARD)		540	1.000
	5	AA	LUMINAIRE: ARV13 226PL		1800	0.750

SITE PLAN
SCALE: 1/8" = 1'-0"

HOLLAND ENGINEERING INC. Civil Engineers 3830 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0377 - (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCHITECT	STRUCTURAL ENGINEER	MECHANICAL ENGINEER	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD, SUITE 4700 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS LICENSE NO. AA-0001484 MARQUEE A. FRANKEL, LICENSE NO. AR0007143 PETER BENAYOUN, LICENSE NO. AR0007275 1177 BAYVIEW BLVD., SUITE 120, MIAMI BEACH, FLORIDA 33139 PH: (305) 856-3845 FAX: (305) 856-3850 E-MAIL: FRANKEL@FRANKELBENAYOUN.COM	NO. REVISION DATE BY DRAWING FILE	SITE PLAN - PHOTOMETRIC SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER: E-100 P&Z BOARD SUBMITTA
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**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Marlene Siegel - Town Clerk / Director of Code Compliance
Town of Bay Harbor Islands

CC: Ronald Wasson – Town Manager
Craig Sherman, Esq. / Frank Simone, Esq. – Town Attorneys

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: August 24th, 2015

Subject: Pearl House – 15 DU Multifamily Residential Development
1170 101st Street / Lot 9 of Block 7
Public TDR Request from Town-Owned “Pool”
Bay Harbor Islands Acct. No. BP2015-258
MMPA Acct. No. 01-0702-1000

ISSUE

In late-2014 / early-2015 the Town reviewed / processed / approved a Site Development Plan for the above 15 DU re-development project. The Planning and Zoning Board approved the Site Development Plan on January 6th, 2015. The Town recently received and is currently reviewing the Building Permit plans for this development. Initial construction has not as yet commenced. The subject site is entitled to 9 DU via the 34 DUA base density; therefore, the developer is required to acquire an additional 6 DU via the Town's TDR system to proceed with the development. The developer was recently able to acquire 3 TDR units from the 9900 Townhome site located at 9900 E. Bay Harbor Drive. The Town Council approved the transaction on June 8th, 2015. The developer is seeking to acquire the remaining 3 TDR units from the Town (public).

RECOMMENDED ACTION / OPTIONS

Review the contents of this staff report and, if the Town Council likes the redevelopment project, favorably consider the applicant's request to acquire three (3) TDR units from the Town-owned “pool” of TDR units. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request in whole or in part. In this instance the applicant will need to acquire the 3 TDR units from private property owners.

The applicant has offered to acquire the TDR units for the current Town per-unit value (\$40,000) for a non-waterfront development. Section 23-22.2(d) allows the Town Council to "set the value of any public development rights. The Council may use current market value to set the price or develop an alternative value method consistent with the goals, objectives and vision of the Town including but not limited to capital or land contributions for parks, open space and parking."

BACKGROUND

The Town established its Transfer of Development Rights (TDR) program in 2004-05 via the adoption of the Phase I EAR-Based Comprehensive Plan amendments to the Future Land Use Element. This system was necessary and required by the State (DCA) to ensure a method was in place to regulate the equitable allocation of dwellings units to individual building sites in the Town. The Town's original 1988 Comprehensive Plan included major errors in calculating existing residential densities by utilizing an "average" block-by-block analysis (34 DUA overall average), even though individual project densities ranged from 7 DUA (duplex) to over 70 per acre (midrise).

Over one third of the older existing developments have densities over 34 DUA. Conversely, many properties are "underdeveloped" with villas / duplexes / triplexes / etc., and while 8-9 DU could be built on a typical 75' x 150' site, the original developer chose not to build that many DU. However, those properties are entitled to build more DU if they desire to redevelop the sites. The Town's TDR system ensures that all property owners have the right to build to at least the base density – 34 DUA. If a developer desires to build to a higher residential density than 34 DUA, and they can meet all the Town's land development criteria, the Planning and Zoning Board approves the site design, and the Town Council likes the design and approves TDR allocations, which occur on a case-by-case basis, the project can be built to include additional DU.

On November 12th, 2013, the Town Council amended the Zoning Code to establish maximum multifamily residential density limits per Zoning District. Lots zoned RM-1 Multiple Family Residential District (waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 70 dwelling units per acre. Lots zoned RM-2 Multiple Family Residential District (non-waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 60 dwelling units per acre. Lots zoned RM-3 Multiple Family Residential District now allow for a maximum overall density (includes base density / TDR units) of 80 dwelling units per acre. If the Town approves a development in the RM-3 Zoning District with a height exceeding 75 feet in accordance with the Town Charter / Code provisions, the maximum density is determined at the time of Site Development Plan / TDR approval (can exceed 80 DUA).

In the earlier years of the Town's TDR program about 40% of the 30+/- new redevelopment projects requested some TDR units. The initial price of publically-owned TDR units was \$75,000 for waterfront and \$45,000 for non-waterfront sites, which was based on actual real estate sales at that time. However, due to the real estate market collapse (2006-11) only two (2) TDR allocations were consummated from that time period (total of 13 TDR units). Both TDR transactions were done via private sales for values just below \$70,000 per DU. Both were for waterfront locations and only one was built (Millennium West / Riva). Due to development inactivity and the cost of appraisal updates the Town did not update the TDR values for several years. In April 2011 due to an increase in development activity the Town requested the appraiser (Quinlivan) to update the TDR values of publically-owned TDR units. Several price adjustments have been done since.

The current Town-owned TDR values set by Resolution in September 2014 are \$47,500 for waterfront sites and \$40,000 for non-waterfront sites. In May 2015 the Town received an updated appraisal recommending the prices remain at the current values.

In the last 3 years+/- there have been several Town-owned TDR allocations approved by the Town Council. As of 08/10/15 the Town has contracted to sell 203 of the 330 available Town-owned TDR units (east island multi-family area). Of the contracts to sell the TDR units, 134 TDR units are for waterfront sites and 69 are for non-waterfront sites. Of the 134 waterfront TDR units, 63 were sold for \$20,000 each between November 2011 and February 2013, 69 were sold for \$30,000 each in March 2013. The remaining 2 waterfront TDR units under contract were sold for \$47,500 each in August 2015. Of the non-waterfront TDR units under contract, 24 sold for \$15,000 each in February 2013, 34 non-waterfront TDR units under contract sold for \$35,000 each between October and November 2013, 5 non-waterfront TDR units under contract sold for \$37,500 each in May 2014 and the remaining 6 non-waterfront TDR units under contract sold for \$40,000 each in September 2014. There have also been many "sales" of TDR units approved by the Town from private property owners. Our records reflect these private "sales" total 131 TDR units and 909 privately owned TDR units are available. Some have been approved by the Town but not closed as yet.

SUMMARY

In late-2014 / early-2015 the Town reviewed / processed / approved a Site Development Plan for the above 15 DU re-development project. The Planning and Zoning Board approved the Site Development Plan on January 6th, 2015. The Town recently received and is currently reviewing the Building Permit plans for this development. Initial construction has not yet commenced. The subject site is entitled to 9 DU via the 34 DUA base density; therefore, the developer is required to acquire an additional 6 DU via the Town's TDR system to proceed with the development. The developer was recently able to acquire 3 TDR units from 9900 Townhome site located at 9900 E. Bay Harbor Drive. The Town Council approved the transaction on August 10th, 2015. The developer is seeking to acquire the remaining 3 TDR units from the Town (public).

The Code allows the Town Council to set the current price or use an alternative method to determine the TDR values. The applicant's current offer of \$40,000 per DU matches the current value for waterfront sites set by the Town Council in September 2014. If the Town Council likes the redevelopment project, favorably consider the applicant's offer to acquire three (3) TDR units (or an alternate amount) from the Town-owned "pool" of TDR units. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request in whole or in part. As the Town's number of "public" DU decreases the availability of DU for future development has caused the Town Council to limit the sale of Town TDR "pool" units as a last resort / 50% max. from the Town. As 6 TDR units are required for the project and the developer has contracted to purchase 3 TDR units from a private development site (TC approved 6/8/15), 50% of the required TDR units are being requested from the Town-owned "pool". If the Town denies the request for 3 Town-owned TDR units the applicant must acquire the additional TDR units from private property owners.

If the Town Council approves the request of allocating 3 TDR units at \$40,000 each, the total value would be \$120,000. MMPA records reveal there are 127 DU remaining Town-owned TDR units at this time. If the Town allocates 3 TDR units this would leave 124 TDR DU in the Town-owned

"pool". It should also be noted that a concurrent application for Le Jardin is requesting 6 TDR units from the Town-owned "pool". If the Town allocates the 3 TDR units from this application as well as the 6 TDR units from the concurrent application (Le Jardin), this would leave 118 TDR DU in the Town-owned "pool".

Suggested Condition - TDR allocations are meant for site specific allocations and the intention is the development will move forward. TDR units cannot be "banked" by a party indefinitely. Once a site plan is approved by the Town a building permit must be requested by a time certain (1 year) and extensions may be granted (6 months Town Code / various state Bills). MMPA suggests the sales contract include a "reverter" clause that provides that if the project does not proceed within a specified time period, the TDR units revert back to the Town-owned "pool".

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 16.

ITEM: Consideration and Approval of a Transfer of Development Rights (TDR) transaction of the transfer of six (6) dwelling units from the Town TDR Bank for construction of a previously approved project on January 6, 2015, to be located at 1150-60 102nd Street. Enclosed is a copy of the application, contract, site plans and other supporting documents.

DESCRIPTION:

An application for transfer of development rights was received and processed for the purchase of six (6) TDR units from the Town pool.

The receiving site, 1150-60 102nd Street (Le Jardin House, LLC), filed and received approval on January 6, 2015 for the development of thirty (30) unit condominium building. They have purchased 6 TDR units from the private pool (4 from the Anchorage and 2 from Harbor Park)

The applicant has requested to purchase the remaining six (6) TDR units from the Town (\$40,000) for a total of \$240,000.

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 prepare a resolution setting forth the Town Council's approval and recommendations.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

The Town would receive \$240,000 from the sale.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	TDR App- Town to Le jardin.pdf
2.	Staff Report	BHI Town TDR Report Le Jardin August 24 2015.pdf
3.	Le Jardin Site plans	le jardin-1150-102st site plans.pdf



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)	
DATE RECEIVED: <u>8/18/15</u>	TDR UNIT COST: \$ <u>49,000.⁰⁰</u>
TDR UNITS REQUESTED <u>6</u>	PROJECT TOTAL UNITS <u>30</u>
APPROVAL DATE: _____	APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name <u>Verzasca Group</u>		
Phone <u>(305) 864-3051</u>	e-mail _____	Fax () _____
Address <u>1135 Kane Concourse</u>		
City and State <u>Bay Harbor Islands, FL</u>		Zip Code <u>33154</u>
Relationship to Property: <u>Owner</u>		

RECEIVER SITE INFORMATION

Owner's Name <u>Verzasca Group</u>		
Phone <u>(305) 864-3051</u>	e-mail _____	Fax () _____
Address <u>1135 Kane Concourse</u>		
City and State <u>Bay Harbor Islands, FL</u>		Zip Code <u>33154</u>
Property Address/Location <u>1150-1160 102nd St. Bay Harbor Islands, FL</u> 33154		
Legal Description: LOT(S) <u>7-8</u> BLOCK <u>6</u>		
Folio Number <u>13-227-001-1320</u> <u>13-227-001-1310</u>	Current Zoning <u>RM2</u>	
Property size <u>22,500</u>	Purchase date <u>Jan. 2015</u>	
Existing use of the property <u>Vacant Land</u>		
Describe Existing Structure on Property <u>Vacant</u>		
Dwelling units to be received <u>6</u>		
Total Dwelling units including TDR <u>30</u>		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 1/6/15
If Not, then attach preliminary site plan.

RECEIVED
AUG 18 2015

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		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Property Address/Location		
Legal Description: LOT(S) BLOCK		
Folio Number	Current Zoning	Year built
Property size	Purchase date	
Existing use of the property		
Describe Existing Structure on Property		
Dwelling units to be transferred to TDR Bank		
Units permitted		

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 Ben Stigler - John Ibarra & Assoc.		
Address 777 NW 72 Ave. Suite 3025, Miami FL 33266		
Phone (305) 262-0400	e-mail	Fax ()

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:

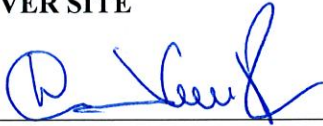
- | | | | |
|---|--|---|---------------------------------------|
| ☐ Exterior paint | ☐ Windows | ☐ Doors | ☐ Elevators |
| ☐ Steps | ☐ Railings | ☐ Landscaping | ☐ Parking area |
| ☐ Pool/Recreation facilities | ☐ Fences/Walls | ☐ Plumbing | |
| ☐ Electrical System | ☐ A/C equipment | ☐ Roof mounted 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.

RECEIVER SITE



Signature of Owner (Applicant)

8.17.2015

Date

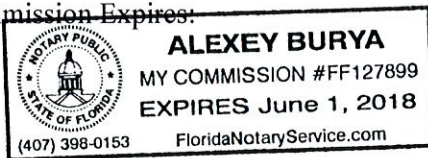
Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of August, 2015,
by Darius Kasparaitis on behalf of _____, a Florida (corporation) (partnership) (Other:
DL: K216-160-72-376-0) 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:

Alexey Burya

DONOR 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 _____ day of _____, 20____,
by _____ on behalf of _____, 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: _____

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: LE JARDIN HOUSE, LLC
Date: 8/18/2015 Time: 3:21 PM
Receipt Number: MAIN / 89651
Clerk: ALBA

1150-60 102 ST

ITEM	REFERENCE	AMOUNT
MISC	TDR APP FEE	500.00
Total:		500.00
Check	1108	500.00
Change:		0.00

LE JARDIN HOUSE, LLC 1135 KANE CONCOURSE 6TH FLOOR BAY HARBOR ISLANDS, FL 33154-2025		Bank of America ACH R/T 063100277	1108 63-27/631-FL 24146
		8/18/2015	
PAY TO THE ORDER OF	Town of Bay Harbor Islands	\$ **500.00	
Five Hundred and 00/100*****			DOLLARS
Town of Bay Harbor Islands			
MEMO	TDR's application fee		
		 AUTHORIZED SIGNATURE	MP
⑈001108⑈ ⑆063100277⑆ 229052118077⑈			

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.



August 17th, 2015

To: **Town of Bay Harbor Islands**

Re: **Le Jardin TDR request**

Le Jardin, LLC has successfully purchased 6 (six) TDR's on the private market, transfer of which has been presented to the Town's council and approved. We have put diligent effort into securing 6 (six) additional TDRs on the private market that are required for this project, but were unsuccessful. We are kindly requesting that you approve the Sale/Purchase of 6 (six) additional TDR's from the Town's bank to secure successful commencement of this project which will be a great addition to the Town of Bay Harbor Islands.

We look forward to your review and approval on this matter.

Respectfully,

Darius Kasparaitis

A handwritten signature in blue ink, appearing to read "Darius Kasparaitis", written over a horizontal line.

Le Jardin House, LLC

Verzasca Management, LLC

1135 Kane Concourse, 6th Fl

Bay Harbor Islands, FL 33154

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 _____, 20____ (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and Le Jardin House, LLC, (the "Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Buyer is the owner of that certain real property located in Miami-Dade County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property") and seeks to purchase 6 transferable development rights (collectively, the "TDRs") from Seller for and in connection with the development and construction of the Project (defined below) on the Property.

B. Buyer has submitted a Site Development Plan to the Town for the approval of a Project known as Le Jardin Residences to be developed on the Property (the "Project").

C. The Site Development Plan was approved by the Town's Planning and Zoning Board by Resolution Number _____ (the "Resolution").

D. The Resolution contains certain conditions for approval including, but not limited to, the number of TDRs required for the Project and the period of time in which Buyer must obtain the building permit for the Project.

E. Seller has agreed to sell the TDRs to Buyer, and Buyer has agreed to purchase the TDRs from Seller, upon the terms and conditions contained hereinafter.

NOW, THEREFORE, for good and valuable consideration, 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 Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, 6 TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$ 40,000.00 per TDR -- for a total purchase price of \$ 240,000.00 (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.

(b) Buyer shall deliver to Sherman & Sherman, P.A. (the “Escrow Agent”), within three (3) business days after the Effective Date, a “Deposit” in the amount equal to 40% of the Purchase Price 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, the Escrow Agent shall hold the Deposit in escrow until Closing, and at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller in good and immediately available United States funds by wire transfer to an account designated by Seller; and (B) Buyer 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 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.

(b) Buyer shall pay: (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Buyer 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), including the cost to record the Deed.

5. As-Is, Where-Is; No Representations. Buyer acknowledges that it is purchasing the TDRs in their “AS-IS, WHERE-IS” condition. Buyer also acknowledges that, except only for the specific representations, warranties, covenants, statements and agreements expressly made by Seller in this Agreement and in the documents executed and delivered by it at Closing, Seller has not made, does not make, and specifically negates and disclaims any and all other representations, warranties, covenants, statements and agreements of any kind, nature or character whatsoever, whether express or implied, oral or written, concerning or relating to the TDRs.

6. Representations, Warranties, Covenants and Agreements of Seller. Seller hereby represents, warrants, covenants, agrees and states to and with Buyer as follows:

(a) Seller shall convey to Buyer 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. Upon approval of this Agreement, by the Town Council, 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 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 agreement, document or instrument to which Seller is a party or by which Seller or the TDRs is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Seller 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 or the TDRs.

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.

7. Representations, Warranties, Covenants and Agreements of Buyer. Buyer hereby represents, warrants, covenants, agrees and states to and with Seller as follows:

(a) Buyer 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. Buyer has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Buyer 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 Buyer is duly authorized to execute and bind Buyer 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 Buyer.

(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 Buyer of (A) any agreement, document or instrument to which Buyer is a party or by which Buyer is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Buyer; 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 Buyer.

(c) Buyer understands and agrees that this Agreement shall not become effective until it is ratified and approved by the Town Council, and the Town Council has the sole and exclusive right to approve or deny the approval of this Agreement and the TDRs contemplated in this Agreement in its sole and absolute discretion.

(d) Buyer understands and agrees to comply with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

All of the representations, warranties, covenants, agreements and statements of Buyer 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.

8. Closing Conditions. Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to the Parties' obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) the Town Council approves the instant Agreement and adopts a resolution approving this Agreement and the transaction contemplated herein (the "TDR Approval"), which TDR Approval shall be held by the Escrow Agent subject to Closing; and (ii) Buyer complies with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

9. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Buyer a Warranty Deed for Transfer of Development Rights (the "Deed"), in recordable form, conveying the TDRs to Buyer in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances. The Deed shall be approved by the Town Attorney and shall restrict the future use of both the donor and receiving lands; and (b) Seller shall execute and deliver to Buyer a resolution evidencing its authority to execute and deliver the Deed.

10. Closing. The "Closing" subject to the terms and provisions of this Agreement, shall take place within ten (10) business of the date of written notice from the Town to the Buyer that the Town is able to issue the building permit for vertical construction of the Project (the "Closing Date"). However, notwithstanding anything set forth above or below, in no event shall the Closing Date occur more than one (1) year from the Effective Date of this Agreement, unless Buyer receives a six (6) month Closing Date extension from the Town (the "Closing Date Extension"). In order to receive a Closing Date Extension from the Town, Buyer shall execute an Addendum (in the form approved by the Town Attorney) to this Agreement prior to one (1) year from the Effective Date of this Agreement wherein the Buyer agrees to: a) pay the then present price of the TDRs as the Revised Purchase Price; b) pay the Town the difference between the Revised Purchase Price and the Purchase Price upon the execution of the Addendum as a Closing Date Extension Fee; and c) pay the balance of the Purchase Price into escrow and all sums held in escrow thereafter shall constitute the Deposit. In the event that Buyer does not Close on this Agreement within one (1) year from the Effective Date of this Agreement or the Closing Date

Extension (if applicable), Buyer shall be in Default of this Agreement and the Seller shall retain the Deposit and all TDRs contemplated for sale by this Agreement.

11. Default.

(a) If Buyer defaults on any term, covenant, condition or other provision of this Agreement and the Resolution, 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 Buyer and retain the Deposit 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 Buyer and, upon the giving of such termination notice and the delivery of the Deposit to Seller, this Agreement shall terminate 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 Buyer'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, Buyer shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Buyer, and (ii) Buyer shall have failed to cure the default within a period of twenty (20) days after receiving notice of such default.

(b) If Seller defaults on any material term, covenant, condition or other provision of this Agreement, then Buyer shall have the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller and receive the return of the Deposit, and upon the giving of such termination notice and the delivery of the Deposit to Buyer, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; and/or (ii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (1) Buyer shall have first provided written notice of the default to Seller, and (2) Seller shall have failed to cure the default within a period of sixty (60) days after receiving notice of such default.

12. 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 and 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 Buyer shall be sent to VERZASCA Group Attn:
TIM LOBANOV Phone No. 786 671 6838 email address
TLOBANOV@VERZASCA-GROUP.COM together with a copy to email
address: DROMANTSOFF@VERZASCA-GROUP.COM

Notices to Seller shall be sent to 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, Attn: Ronald Wasson, Phone No. (305) 866-6241, email address rwasson@bayharborislands.net with a copy to craig@shermanslaw.com

Notices to Escrow Agent shall be sent to Sherman & Sherman, P.A., 2000 Glades Road, Suite 204, Boca Raton, Florida 33431 Attn: Craig B. Sherman, Esq., Phone No. (561) 300-5888, email address craig@shermanslaw.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.

13. 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.

14. 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 Buyer in the transaction contemplated by this Agreement and hereby consents to and approves of such representation.

15. 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) Buyer may not assign this Agreement without prior written approval from Seller, which approval shall be in Seller's sole and absolute discretion. Notwithstanding the foregoing, Seller's approval shall not be withheld for an assignment to a successor-in-interest to the Property for which the TDRs attach. This Section shall survive Closing.

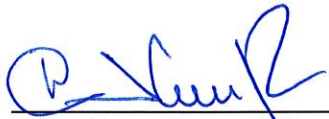
(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only 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.

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:

BUYER:



Print Name: DAURIUS KASPARAITIS

By: _____
Sign Name

Print Name: _____

Print Name

SELLER:

TOWN OF BAY HARBOR ISLANDS

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____

EXHIBIT “A”

The Legal Description of the Property



JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

WWW.IBARRALANDSURVEYORS.COM

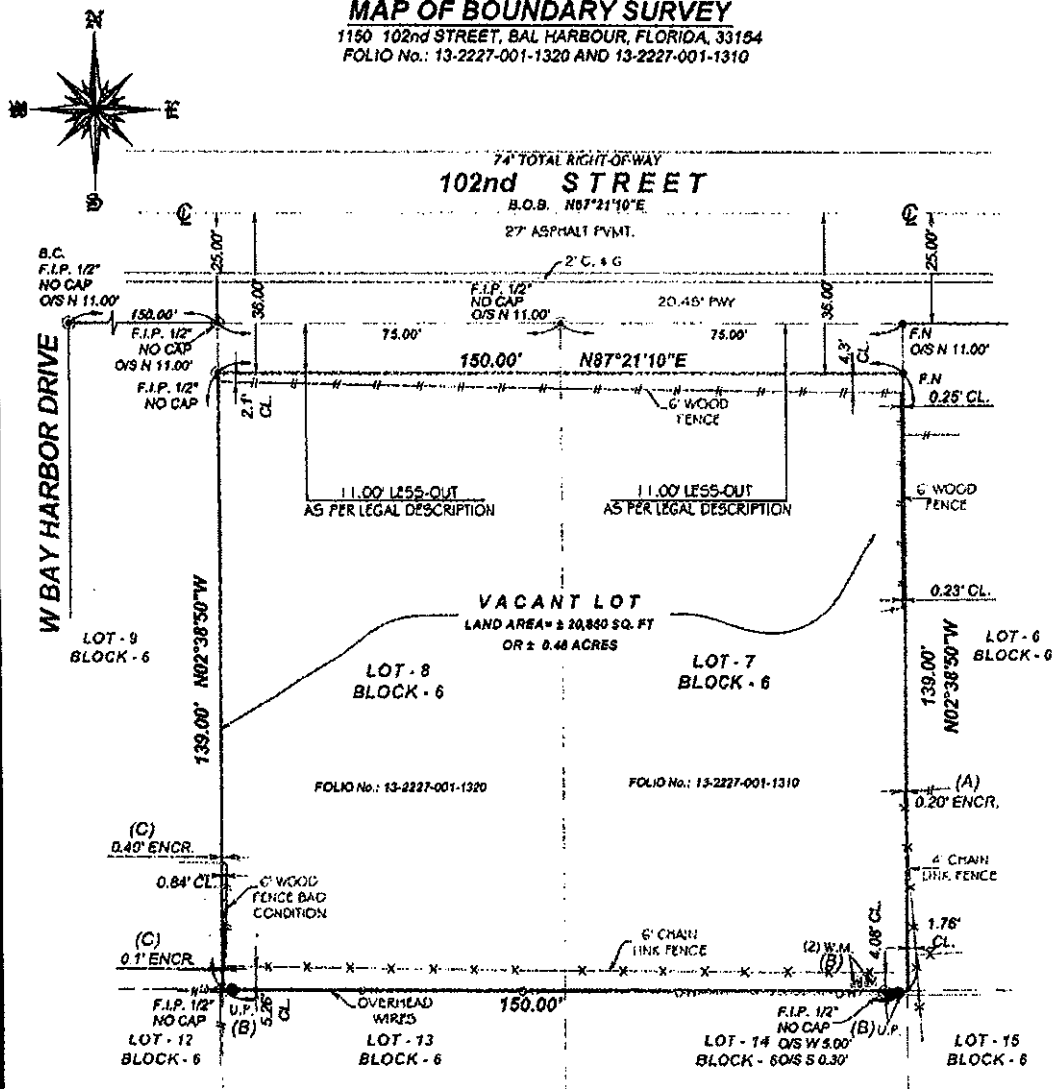
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33128
PH: (305) 262-0400
FAX: (305) 262-0401

2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 840-2660
FAX: (239) 840-2664



MAP OF BOUNDARY SURVEY

1150 102nd STREET, BAL HARBOUR, FLORIDA, 33154
FOLIO No.: 13-2227-001-1320 AND 13-2227-001-1310



ENCROACHMENT NOTES:

- EAST SIDE OF THE SUBJECT PROPERTY, NEIGHBOR'S CHAIN LINK FENCE IS ENCROACHING INTO THE SUBJECT PROPERTY.
- SOUTH SIDE OF THE SUBJECT PROPERTY, UTILITY POLE AND WATER METER LIES ONTO THE SUBJECT PROPERTY.
- WEST SIDE OF THE SUBJECT PROPERTY, NEIGHBOR'S CONCRETE SLAB IS ENCROACHING INTO THE SUBJECT PROPERTY.

SURVEYOR'S NOTE:

- THE SUBJECT PROPERTY IS VACANT LAND. THE ADDRESS IS PLUS OR MINUS AND SHOULD BE VERIFIED BY MIAMI-DADE COUNTY.



LEGAL DESCRIPTION:

LOT 7, LESS THE NORTH 11 FEET THEREOF, AND LOT 8, LESS THE NORTH 11 FEET THEREOF, 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.

CERTIFICATION:

TR DEVELOP, LLC
GARY SILBERMAN, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

DRAWN BY:	E.O.
SCALE:	1"=30'
FIELD DATE:	07/19/2014
SURVEY NO:	14-002548-1
SHEET:	2 OF 2

RESOLUTION NO. 2040

**A RESOLUTION OF THE PLANNING AND ZONING
BOARD OF THE TOWN OF BAY HARBOR ISLANDS,
FLORIDA, APPROVING THE SITE DEVELOPMENT
PLAN APPLICATION FOR THE LE JARDIN HOUSE
CONDOMINIUM PROJECT.**

WHEREAS, on September 25, 2014, Le Jardin, LLC (hereinafter the "Applicant"), filed an initial application for site plan approval. On November 13, 2014, Applicant submitted a revised site plan for a thirty (30) unit condominium building, consisting of two (2) stories of parking and common elements and five (5) stories of habitable units thereupon located at 1150-1160 102nd Street, Bay Harbor Islands, Florida, and legally described as:

Lots 7 and 8, less the north 11 feet thereof in Block 6, "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;

(hereinafter the "Site Plan" or "Project"); 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 (hereinafter the "Code"); and

WHEREAS, on January 6, 2015, the Town's Planning and Zoning Board approved the Site Plan, pursuant to Sections 5-23.1(a) of the Code, 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 Site Plan is consistent with the criteria set forth in Section 5-23.1 of the Code and approves the Site Plan dated November 13, 2014, subject to the below conditions for approval.
3. **Effective Date.** This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. **Conditions of Approval.**
 - A. This approval is based on the Site Plan dated November 13, 2014. Any modifications thereto shall require separate approvals from either staff or the Planning and Zoning Board, as specified in the Code.
 - B. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the Project meets school concurrency requirements. Applicant shall coordinate with Miami-Dade County School Board staff through the

Town staff (Building Dept.) to provide calculations and address any deficiencies at the public schools that serve the Project. If mitigation is required, an agreement, including any payment, must be finalized prior to the issuance of building permits.

- C. The Project is required to obtain twelve (12) TDR dwelling units prior to the issuance of a building permit, and the TDRs must be approved by the Town Council. If the number of required TDRs are not approved by the Town Council, the instant Site Plan approval shall be deemed null and void and the Project shall be redesigned.
- D. When the Miami-Dade Fire Department formally reviews the Project, if any material site design changes are required, a re-approval of the Site Plan shall be required by staff or the Planning and Zoning Board, as specified in the Code.
- E. 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. 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 Code or other valid extension as prescribed by Florida law.
- F. The existing overhead power lines shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant. If undergrounding is not permitted by FPL prior to the issuance of a certificate of occupancy, Applicant shall install electric service entrance facilities to accommodate an underground service lateral pursuant to Section 18-22 of the Code.
- G. Prior to the issuance of a building permit, Applicant shall pay all required impact fees including, but not limited to, those payable to the Town, County, and School Board.
- H. Applicant shall vacate the 11-foot right of way on each lot prior to the issuance of building permits.
- I. A unity of title, joining Lots 7 and 8, acceptable in form and content by the Town Attorney shall be prepared by the Applicant and recorded in the Miami-Dade Public Records prior to the issuance of building permits.
- J. The gym shall be used only by the residents of the Project. There shall be no commercial uses other than one-on-one private personal trainers.
- K. The green screen located on the ground floor shall be reduced in height.
- L. The parking garage entrance shall have a swing gate (rather than a roll-up gate).

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. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED this 6th day of January, 2015.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: _____

CHAIR PERSON

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

ASSISTANT TOWN ATTORNEY

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

To: Marlene Siegel - Town Clerk / Director of Code Compliance
Town of Bay Harbor Islands

CC: Ronald Wasson – Town Manager
Craig Sherman, Esq. / Frank Simone, Esq. – Town Attorneys

From: Michael J. Miller, AICP *mm*
Consultant Town Planner

Date: August 24th, 2015

Subject: Le Jardin – 30 DU Multifamily Residential Development
1150-60 102nd Street / Lots 7 & 8 of Block 6
Public TDR Request from Town-Owned “Pool”
Bay Harbor Islands Acct. No. BP2015-257
MMPA Acct. No. 01-0702-1001

ISSUE

In late-2014 / early-2015 the Town reviewed / processed / approved a Site Development Plan for the above 30 DU re-development project. The Planning and Zoning Board approved the Site Development Plan on January 6th, 2015. The Town recently received and is currently reviewing the Building Permit plans for this development. Initial construction has not as yet commenced. The subject site is entitled to 18 DU via the 34 DUA base density; therefore, the developer is required to acquire an additional 12 DU via the Town's TDR system to proceed with the development. The developer was recently able to acquire 6 TDR units from private development sites (2 DU from Harbor Park and 4 DU from the Anchorage Condo). The Town Council approved both transactions on August 10th, 2015. The developer is now seeking to acquire the remaining 6 TDR units from the Town (public).

RECOMMENDED ACTION / OPTIONS

Review the contents of this staff report and, if the Town Council likes the redevelopment project, favorably consider the applicant's request to acquire six (6) TDR units from the Town-owned “pool” of TDR units. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request in whole or in part. In this instance the applicant will need to acquire the 6 TDR units from private property owners.

The applicant has offered to acquire the TDR units for the current Town per-unit value (\$40,000) for a non-waterfront development. Section 23-22.2(d) allows the Town Council to "set the value of any public development rights. The Council may use current market value to set the price or develop an alternative value method consistent with the goals, objectives and vision of the Town including but not limited to capital or land contributions for parks, open space and parking."

BACKGROUND

The Town established its Transfer of Development Rights (TDR) program in 2004-05 via the adoption of the Phase I EAR-Based Comprehensive Plan amendments to its Future Land Use Element. This system was necessary and required by the State (DCA) to ensure a method was in place to regulate the equitable allocation of dwellings units to individual building sites in the Town. The Town's original 1988 Comprehensive Plan included major errors in calculating existing residential densities by utilizing an "average" block-by-block analysis (34 DUA overall average), even though individual project densities ranged from 7 DUA (duplex) to over 70 per acre (midrise).

Over one third of the older existing developments have densities over 34 DUA. Conversely, many properties are "underdeveloped" with villas / duplexes / triplexes / etc., and while 8-9 DU could be built on a typical 75' x 150' site, the original developer chose not to build that many DU. However, those properties are entitled to build more DU if they desire to redevelop the sites. The Town's TDR system ensures that all property owners have the right to build to at least the base density – 34 DUA. If a developer desires to build to a higher residential density than 34 DUA, and they can meet all the Town's land development criteria, the Planning and Zoning Board approves the site design, and the Town Council likes the design and approves TDR allocations, which occur on a case-by-case basis, the project can be built to include additional DU.

On November 12th, 2013, the Town Council amended the Zoning Code to establish maximum multifamily residential density limits per Zoning District. Lots zoned RM-1 Multiple Family Residential District (waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 70 dwelling units per acre. Lots zoned RM-2 Multiple Family Residential District (non-waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 60 dwelling units per acre. Lots zoned RM-3 Multiple Family Residential District now allow for a maximum overall density (includes base density / TDR units) of 80 dwelling units per acre. If the Town approves a development in the RM-3 Zoning District with a height exceeding 75 feet in accordance with the Town Charter / Code provisions, the maximum density is determined at the time of Site Development Plan / TDR approval (can exceed 80 DUA).

In the earlier years of the Town's TDR program about 40% of the 30+/- new redevelopment projects requested some TDR units. The initial price of publically-owned TDR units was \$75,000 for waterfront and \$45,000 for non-waterfront sites, which was based on actual real estate sales at that time. However, due to the real estate market collapse (2006-11) only two (2) TDR allocations were consummated from that time period (total of 13 TDR units). Both TDR transactions were done via private sales for values just below \$70,000 per DU. Both were for waterfront locations and only one was built (Millennium West / Riva). Due to development inactivity and the cost of appraisal updates the Town did not update the TDR values for several years. In April 2011 due to an increase in development activity the Town requested the appraiser (Quinlivan) to update the TDR values of publically-owned TDR units. Several price adjustments have been done since.

The current Town-owned TDR values set by Resolution in September 2014 are \$47,500 for waterfront sites and \$40,000 for non-waterfront sites. In May 2015 the Town received an updated appraisal recommending the prices remain at the current values.

In the last 3 years+/- there have been several Town-owned TDR allocations approved by the Town Council. As of 08/10/15 the Town has contracted to sell 203 of the 330 available Town-owned TDR units (east island multi-family area). Of the contracts to sell the TDR units, 134 TDR units are for waterfront sites and 69 are for non-waterfront sites. Of the 134 waterfront TDR units, 63 were sold for \$20,000 each between November 2011 and February 2013, 69 were sold for \$30,000 each in March 2013. The remaining 2 waterfront TDR units under contract were sold for \$47,500 each in August 2015. Of the non-waterfront TDR units under contract, 24 sold for \$15,000 each in February 2013, 34 non-waterfront TDR units under contract sold for \$35,000 each between October and November 2013, 5 non-waterfront TDR units under contract sold for \$37,500 each in May 2014 and the remaining 6 non-waterfront TDR units under contract sold for \$40,000 each in September 2014. There have also been many "sales" of TDR units approved by the Town from private property owners. Our records reflect these private "sales" total 131 TDR units and 909 privately owned TDR units are available. Some have been approved by the Town but not closed as yet.

SUMMARY

In late-2014 / early-2015 the Town reviewed / processed / approved a Site Development Plan for the above 30 DU re-development project. The Planning and Zoning Board approved the Site Development Plan on 1/06/15. The Town recently received and is currently reviewing the Building Permit plans for this development. Initial construction has not yet commenced. The subject site is entitled to 18 DU via the 34 DUA base density; therefore, the developer is required to acquire an additional 12 DU via the Town's TDR system to proceed with the development. The developer was recently able to acquire 6 TDR units from private development sites (2 DU from Harbor Park and 4 DU from the Anchorage Condo). The Town Council approved both transactions on August 10th, 2015. The developer is seeking to acquire the remaining 6 TDR units from the Town (public).

The Code allows the Town Council to set the current price or use an alternative method to determine the TDR values. The applicant's current offer of \$40,000 per DU matches the current value for waterfront sites set by the Town Council in September 2014. If the Town Council likes the redevelopment project, favorably consider the applicant's offer to acquire six (6) TDR units (or an alternate amount) from the Town-owned "pool" of TDR units. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request in whole or in part. As the Town's number of "public" DU decreases the availability of DU for future development has caused the Town Council to limit the sale of Town TDR "pool" units as a last resort / 50% max. from the Town. As 12 TDR units are required for the project and the developer has contracted to purchase 6 TDR units from private development sites (TC approved 8/10/15), 50% of the required TDR units are being requested from the Town-owned "pool". If the Town denies the request for 6 Town-owned TDR units the applicant must acquire the additional TDR units from private property owners.

If the Town Council approves the request of allocating 6 TDR units at \$40,000 each, the total value would be \$240,000. MMPA records reveal there are 127 DU remaining Town-owned TDR units at this time. If the Town allocates 6 TDR units this would leave 121 TDR DU in the Town-owned

"pool". It should also be noted that a concurrent application for the Pearl House is requesting 3 TDR units from the Town-owned "pool". If the Town allocates the 6 TDR units from this application as well as the 3 TDR units from the concurrent application (Pearl House), this would leave 118 TDR DU in the Town-owned "pool".

Suggested Condition - TDR allocations are meant for site specific allocations and the intention is the development will move forward. TDR units cannot be "banked" by a party indefinitely. Once a site plan is approved by the Town a building permit must be requested by a time certain (1 year) and extensions may be granted (6 months Town Code / various state Bills). MMPA suggests the sales contract include a "reverter" clause that provides that if the project does not proceed within a specified time period, the TDR units revert back to the Town-owned "pool".

LE JARDIN HOUSE CONDOMINIUM

1150 - 1160 102 STREET, BAY HARBOR ISLANDS, FLORIDA 33154

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A-0.05	AERIAL VIEW & STREET VIEW RENDERINGS
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A-1.06	LEVELS 6 & 7 FLOOR PLAN
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C-3	PAVEMENT MARKING & SIGNAGE PLAN
E-1.01	SITE PHOTOMETRIC PLAN



OWNER/DEVELOPER:
LE JARDIN, LLC

200 BISCAYNE BOULEVARD WAY SUITE 4709
Miami, Florida 33131
PH: (305) 749-5819

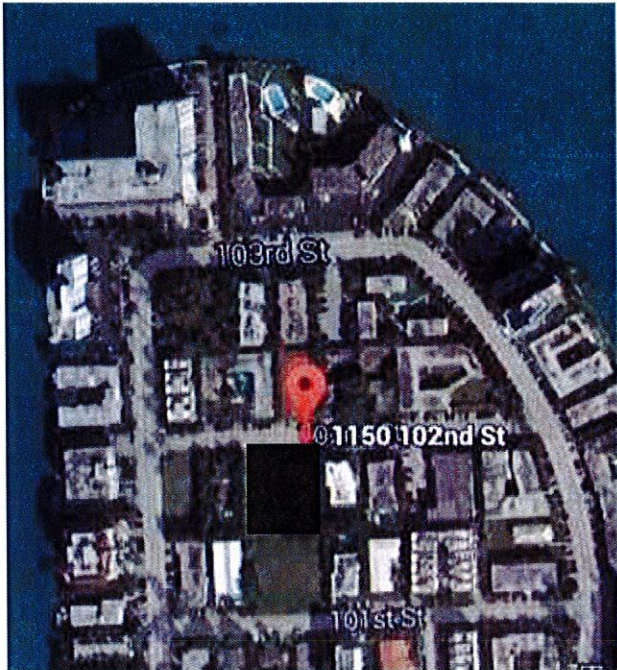
ARCHITECT:
FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN, LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA
33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.
6800 SW 81 STREET
Miami, Florida 33143
PH: (305) 665.9688

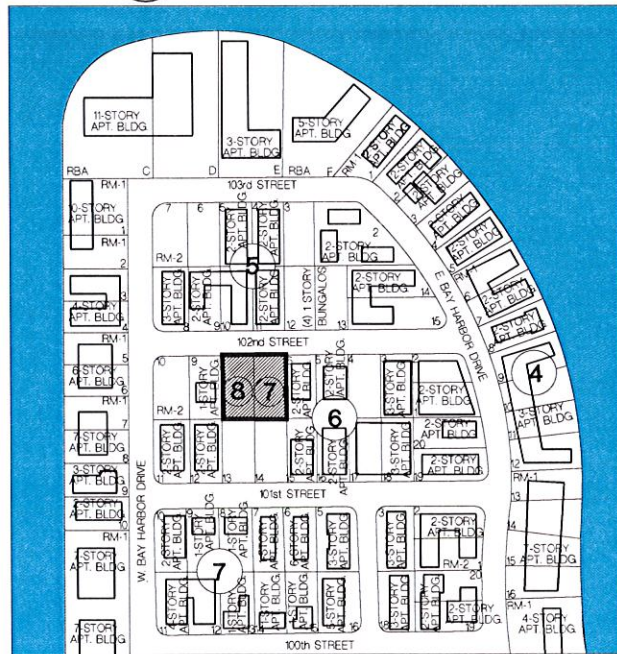
DEC 15 REC'D



CIVIL ENGINEER:
HOLLAND ENGINEERING
111 South 21 Avenue
Hollywood, Florida 33020
PH: (954) 367.0371
FAX: (305) 367.0372



AERIAL MAP
SCALE: N.T.S.



NOTE: LAND DESIGNATION FOR PROPERTIES WITHIN 300' RADIUS OF SITE IS MEDIUM-HIGH DENSITY RESIDENTIAL.

LOCATION MAP
SCALE: N.T.S.

ARCHITECTURAL ANALYSIS

THE EXISTING SITES ARE VACANT. THERE ARE NO BUILDINGS ON THE SITE.

BUILDING
OCCUPANCY
RESIDENTIAL R2
TYPE OF
CONSTRUCTION
TYPE I-B

UNIT #	# OF UNITS	NSF PER UNIT	GSF PER UNIT	AREA	SF	# OF BD / # OF BA
1 (LEVELS 3-4-5-6-7)	5		1,400	7,000	SF	2 BD / 2 1/2 BA
2 (LEVEL 3)	1		1,800	1,800	SF	2 BD / 2 1/2 BA + DEN
2 (LEVEL 4)	1		1,740	1,745	SF	2 BD / 2 1/2 BA + DEN
2 (LEVEL 5)	1		1,590	1,590	SF	2 BD / 2 1/2 BA + DEN
2 (LEVELS 6-7)	2		1,420	2,840	SF	2 BD / 2 1/2 BA + DEN
3&4 (LEVEL 3)	2		2,235	4,470	SF	2 BD / 2 1/2 BA
3&4 (LEVEL 4)	2		2,185	4,370	SF	2 BD / 2 1/2 BA
3&4 (LEVEL 5)	2		1,900	3,800	SF	2 BD / 2 1/2 BA
3&4 (LEVELS 6-7)	4		1,509	6,036	SF	2 BD / 2 1/2 BA
5 (LEVEL 3)	1		1,800	1,800	SF	2 BD / 2 1/2 BA + DEN
5 (LEVEL 4)	1		1,740	1,740	SF	2 BD / 2 1/2 BA + DEN
5 (LEVEL 5)	1		1,590	1,590	SF	2 BD / 2 1/2 BA + DEN
5 (LEVEL 6-7)	2		1,420	1,420	SF	2 BD / 2 1/2 BA + DEN
6 (LEVEL 3, 4, 5, 6&7)	5		1,385	6,925	SF	2 BD / 2 1/2 BA
TOTAL	30			47,126		

ZONING SUMMARY

1150 - 1160 102 STREET

	SF	ACRES	
LOT AREA	22,500	0.52 +/-	[INCLUDES THE NORTHERN 11' TO BE VACATED]

LEGAL DESCRIPTION

LOT 7 AND 8, LESS THE NORTH 11.00 FEET THEREOF IN BLOCK 6 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.
OWNER WILL SEEK VACATION OF THE NORTHERN 11'

NOTE: THE

FLOOD ELEVATION

9.0'
NGVD

THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 9.0' NGVD. MAP / PANEL No. 120636 / 0144L

CROWN OF THE ROAD

5.33
NGVD

ZONING CLASSIFICATION

RM2 - MULTI FAMILY RESIDENTIAL
DISTRICT

FLUM : MEDIUM HIGH DENSITY

FLR (DETERMINED BY THE SETBACKS)

ALLOWABLE
N/A

PROPOSED

MAXIMUM DENSITY

34 UNITS PER NET ACRE

34 .52

18

30 (12 TDRs REQUIRED)

SETBACKS

REQUIRED

PROPOSED

FROM SETBACK (102 STREET.)

Buildings less than 30 feet in height. 20 feet
Buildings less than 45 feet in height. 25 feet
Buildings less than 65 feet in height. 30 feet

20'
30'
30'

SIDE SETBACK

Buildings less than 30 feet in height. 10% of
street frontage = 15 feet; plus 1:3 over 30'
(maximum setback shall be 26 feet 8 inches)

15' to 26'-8"

REAR SETBACK

Buildings less than 30' in height 10 feet
maximum setback 21'-8"

10' to 21'-8"

FLEX SETBACK (SIDES)

SIDE
BUILDING
LENGTH

ALLOWABLE (Feet)

PROPOSED (Feet)

MAXIMUM ALLOWED 1/3 OF LENGTH OF
BUILDING

120'-0"

40'-0"

39'-8"

FRONT FLEX @ SIDES AND REAR

120'-0"

40'-0"

40'-0"

MAXIMUM HEIGHT

ALLOWABLE

PROPOSED

MAXIMUM BUILDING HEIGHT

65 feet above BFE

65'-0" above BFE

GROUND LANDSCAPE AREA

20% OF LOT AREA MINIMUM

22,500 X .20

REQUIRED

PROPOSED

4,500 SF

5,577 SF = 25%

ROOF DECK LANDSCAPE REQUIREMENTS

REQUIRED

PROPOSED

15% OF ROOF AREA MINIMUM

6,347 X .15

952 SF

1,223 SF = 19 %

LOT COVERAGE

(PERIMETER DETERMINED BY THE
SETBACKS)

ALLOWABLE
DETERMINED BY SETBACKS

PROPOSED

13,183 SF

BUILDING LENGTH

N/A

@ FRONT AND REAR

120'-0"

@ SIDES

120'-0"

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.

THE BUILDING DOES NOT EXCEED 120' IN
LENGTH

PARKING SPACE REQUIREMENTS

REQUIRED

PROPOSED

RESIDENTIAL - 2 PER DWELLING UNIT
MINIMUM & DROP-OFF AREA

60

61

TOTAL PARKING SPACES (INCLUDING 2 H.C.
SPACES) & 2 GUEST SPACES OUTSIDE
GARAGE

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL

LICENSE NO. AR0007143

FRANK BENAYOUN FISHMAN

LICENSE NO. AR0017273

1177 KANE CONCOURSE SUITE 120

BAY HARBOR ISLANDS, FLORIDA 33154

PH: (305) 868-3665 FAX: (305) 868-3650

E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN, LLC

200 BISCAYNE BOULEVARD SUITE 4709

MIAMI, FLORIDA 33131

CIVIL ENG.

HOLLAND ENGINEERING INC.

Civil Engineers

3300 HOLLYWOOD BOULEVARD

HOLLYWOOD, FL 33021

(954) 367-0371 (954) 367-0372 Fax

SUSAN C. HOLLAND, PE

Reg. no. 41831

LANDSCAPE ARCH.

GEOMANTIC

DESIGNS, INC.

LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.I.A.

1400 N.W. 41 STREET SUITE 101 MIAMI

BEACH, FLORIDA 33149

STRUCTURAL ENG.

MEP ENG.

LE JARDIN

NEW CONDOMINIUM BUILDING

1150-1160 102 STREET

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

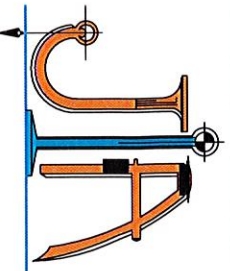
NO. REVISION DATE BY

DRAWING TITLE

SCALE DATE NOVEMBER 13, 2014

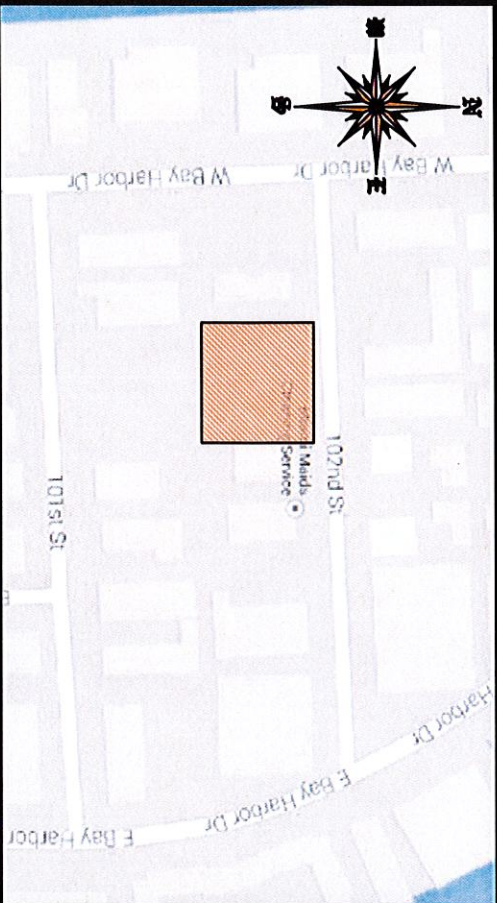
SHEET NUMBER

P&Z SUBMITTAL



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
www.IBARRALANDSURVEYORS.COM
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



VIEW OF SUBJECT PROPERTY



LOCATION SKETCH
SCALE = N.T.S.

LOT 7, 1150-52 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO NO: 13-2227-001-1310)
LOT 8, 1160 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO NO: 13-2227-001-1320)

ABBREVIATIONS

A	= ARC	E.T.P.	= ELECTRIC TRANSFORMER PAD	O.R.B.	= OFFICIAL RECORDS BOOK	T	= TANGENT
A.C.	= AIR CONDITIONER PAD	ELEV.	= ELEVATION	O.V.H.	= OVERHANG	T.B.M.	= TELEPHONE BOOTH
A.E.	= ANCHOR EASEMENT	ENCOR	= ENCROACHMENT	P.V.H.	= PAVEMENT	T.B.M.	= TEMPORARY BENCHMARK
A.R.	= ALUMINUM ROOF	F.H.	= FIRE HYDRANT	PL.	= PLANTER	T.U.E.	= TECHNOLOGY UTILITY EASEMENT
A.S.	= ALUMINUM SHED	F.I.P.	= FOUND IRON PIPE	P.L.	= PROPERTY LINE	T.S.B.	= TRAFFIC SIGNAL BOX
ASPH.	= ASPHALT	F.I.R.	= FOUND IRON ROD	P.C.	= POINT OF COMPOUND CURVATURE	T.S.P.	= TRAFFIC SIGNAL POLE
B.C.	= BLOCK CORNER	F.F.E.	= FINISHED FLOOR ELEVATION	P.O.T.	= POINT OF TANGENCY	T.M.P.	= TOWNSHIP
BLDG.	= BUILDING	F.N.D.	= FOUND MAIL & DISK	P.O.C.	= POINT OF COMMENCEMENT	U.T.L.	= UTILITY
B.M.	= BENCHMARK	FT.	= FEET	P.O.B.	= POINT OF BEGINNING	U.E.	= UTILITY EASEMENT
B.C.R.	= BROWARD COUNTY RECORDS	F.M.P.	= FEDERAL NATIONAL INSURANCE PROGRAM	P.R.C.	= POINT OF REVERSE CURVATURE	U.P.	= UTILITY POLE
B.O.B.	= BASIS OF BEARING	F.N.	= FOUND NAIL	P.R.M.	= PERMANENT REFERENCE MONUMENT	W.M.	= WATER METER
(C)	= CALCULATED	H.	= HIGH OR (HEIGHT)	P.S.	= PROFESSIONAL LAND SURVEYOR	W.F.	= WOOD FENCE
C.B.	= CATCH BASIN	I.N.B.E.G.	= INGRESS AND EGRESS EASEMENT	P.P.	= POWER POLE	W.R.	= WOOD ROOF
C.B.S.	= CONCRETE BLOCK STRUCTURE	I.C.V.	= IRRIGATION CONTROL VALVE	P.P.S.	= POOL PUMP SLAB	W.V.	= WATER VALVE
C.B.W.	= CONCRETE BLOCK WALL	L.B.	= LICENSED BUSINESS	P.U.E.	= PUBLIC UTILITY EASEMENT	W.	= WATER
CH.	= CHORD	L.P.	= LIGHT POLE	(R)	= RAILROAD DISTANCE	W.	= WOOD FENCE
CH.B.	= CHORD BEARING	L.F.E.	= LOWEST FLOOR ELEVATION	R.	= RAIL ROAD	W.	= WATER VALVE
CH.L.	= CHORD LENGTH	L.M.E.	= LAKE MAINTENANCE EASEMENT	R.R.	= RAILROAD	W.	= WOOD FENCE
CL.	= CLEAR	(M)	= MINUTES	R.S.	= RESIDENCE	W.	= WATER
C.O.	= CLEAN OUT	M.B.	= MAILED BOX	R.W.	= RIGHT-OF-WAY	W.	= WOOD FENCE
C.L.F.	= CHAIN LINK FENCE	M.D.C.R.	= MIAMI DADE COUNTY RECORDS	R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE
C.M.E.	= CANAL MAINTENANCE EASEMENT	M.E.	= MAINTENANCE EASEMENT	R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE
CONC.	= CONCRETE	M.H.	= MANHOLE	R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE
C.U.P.	= CONCRETE UTILITY POLE	N.A.P.	= NOT A PART OF	R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE
C.S.	= CONCRETE PORCH	N.G.V.	= NATIONAL GEODETIC VERTICAL DATUM	R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE
C.W.	= CONCRETE WALK	N.T.S.	= NOT TO SCALE	R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE
D.E.	= DRAINAGE EASEMENT	# OR NO.	= NUMBER	R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE
D.M.E.	= DRAINAGE MAINTENANCE EASEMENT	OS	= OFFSET	R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE
DRIVE	= DRIVEWAY	O.H.	= OVERHEAD	R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE
E.	= DEGREES	O.H.L.	= OVERHEAD UTILITY LINES	R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE
EB	= ELECTRICAL BOX			R.O.E.	= RANGE OR RADIAL	W.	= WOOD FENCE

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS. IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE. THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLAT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN:
FLOOD ZONE: "AE"
BASE FLOOD ELEVATION: 8.00 FEET.
COMMUNITY: 120636
PANEL: 0144
SUFFIX: L
DATE OF FIRM: 09/11/2009
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA.

TITLE COMPANY

BY: 
CARLOS IBARRA (DATE OF FIELD WORK)
07/19/2014
PROFESSIONAL LAND SURVEYOR NO.: 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER).
REVISED ON: ADDED CONSTRUCTION ELEV 09/24/2014
REVISED ON: _____

DRAWN BY: E.O.

FIELD DATE: 07/19/2014

SURVEY NO: 14-002548-2

SHEET: 1 OF 2

UNDERWRITER

Gary Silberman, P.A.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



L.B.# 7806 SEAL

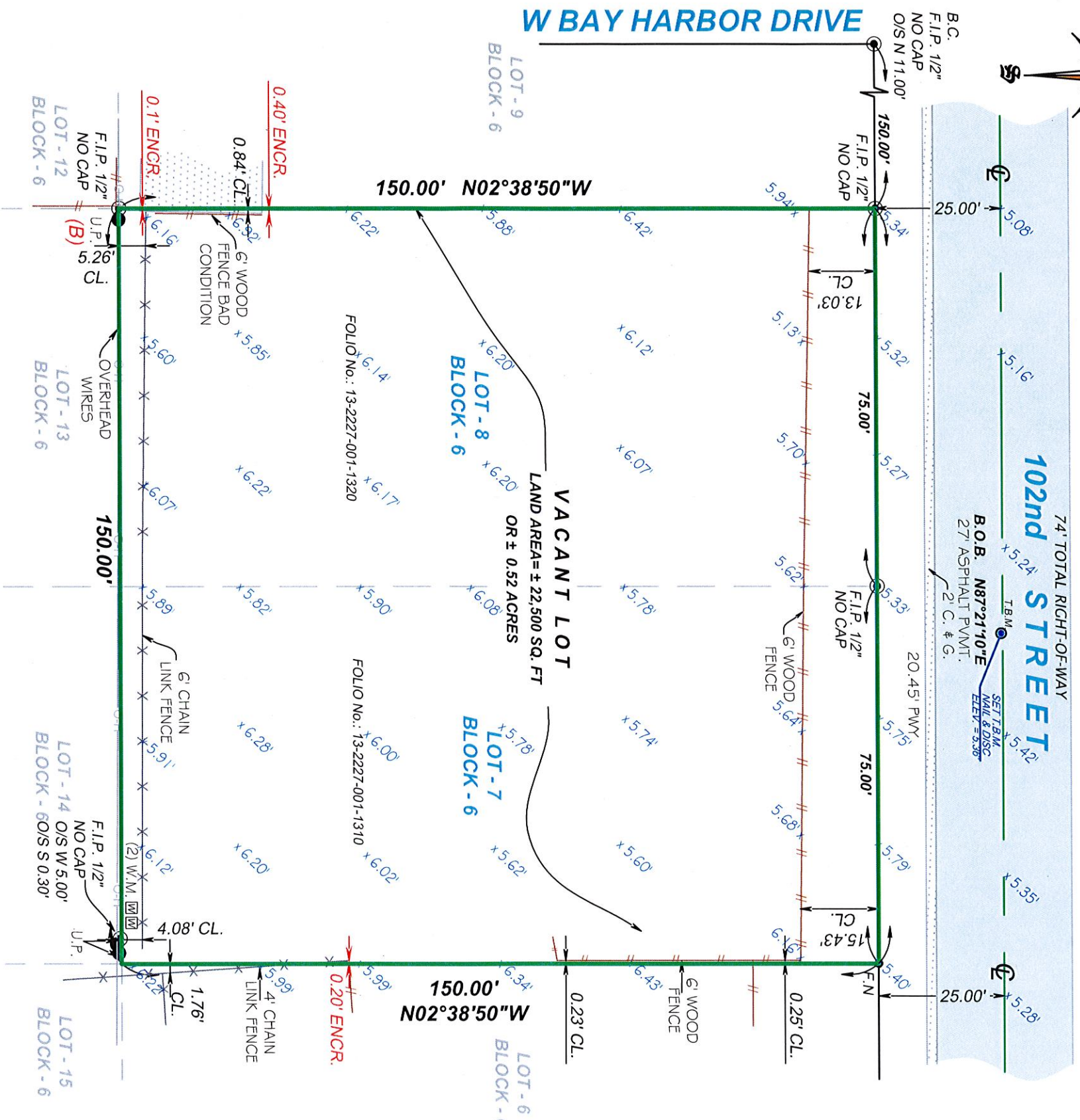
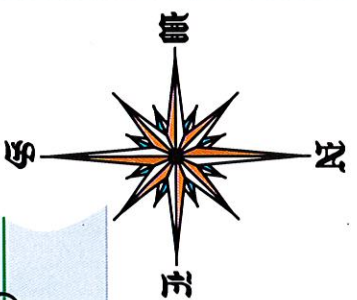


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WEYORS.COM
2804 DEL PRADO BLVD
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664

MAP OF BOUNDARY SURVEY

LOT 7- 1150-52 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO No: 13-2227-001-1310)
LOT 8- 1160 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO No: 13-2227-001-1320)



SURVEYOR'S NOTE:

1. THE SUBJECT PROPERTY IS VACANT LAND. THE ADDRESS IS PLUS OR MINUS AND SHOULD BE VERIFIED BY MIAMI-DADE COUNTY.

DRAWN BY: E.O.

SCALE: 1"=30'

FIELD DATE: 07/19/2014

SURVEY NO: 14-002548-2

SHEET: 2 OF 2

LEGAL DESCRIPTION:

LOTS 7 AND 8, 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. AKA FOLIO No. S 13-227-001-1310 & 13-2227-001-1320.

CERTIFICATION:

LE JARDIN HOUSE, LLC
GARY SILBERMAN, P.A.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



L.B.# 7806

SEAL



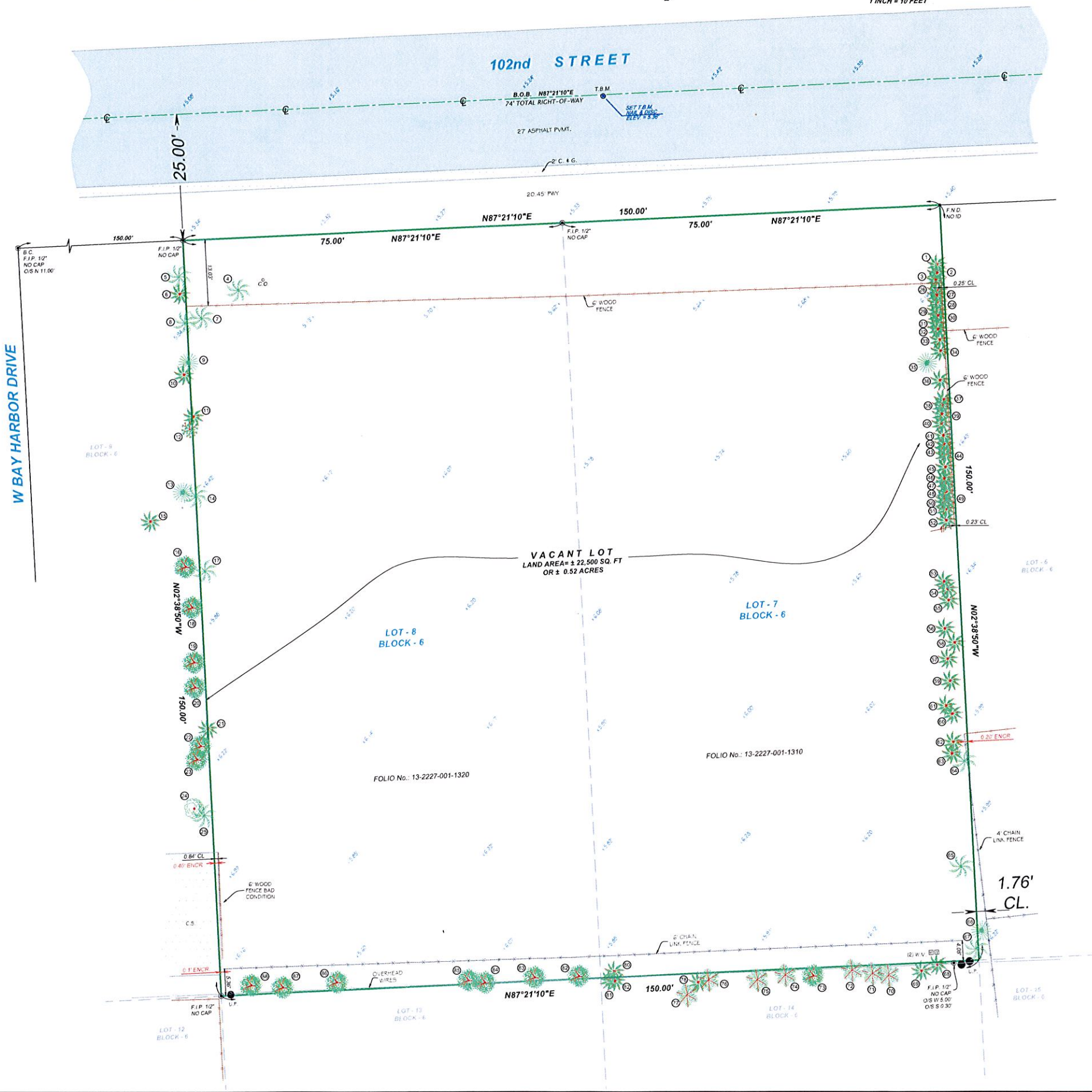
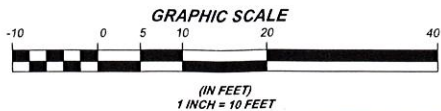
JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

WWW.IBARRALANDSURVEYORS.COM
2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



MAP OF BOUNDARY SURVEY



TREE TABLE				
No.	NAME	DIAMETER R (FT.)	HEIGHT H (FT.)	SPREAD S (FT.)
1	ALEXANDER PALM	0.5	25.00	8.00
2	ALEXANDER PALM	0.5	25.00	8.00
3	ALEXANDER PALM	0.5	25.00	8.00
4	SABAL PALM	0.7	30.00	10.00
5	SABAL PALM	1.0	25.00	15.00
6	ALEXANDER PALM	0.5	25.00	10.00
7	SABAL PALM	0.7	30.00	10.00
8	SABAL PALM	1.2	20.00	12.00
9	UMBRELLA	0.5	25.00	15.00
10	ALEXANDER PALM	0.3	30.00	8.00
11	ALEXANDER PALM	0.3	30.00	8.00
12	BRAZILIAN PEPPER	3.0	25.00	25.00
13	UMBRELLA	3.0	30.00	20.00
14	SABAL PALM	1.3	15.00	15.00
15	ALEXANDER PALM	0.3	15.00	15.00
16	FIGUS	0.7	30.00	20.00
17	SABAL PALM	1.3	20.00	15.00
18	FIGUS	0.7	25.00	20.00
19	FIGUS	0.8	30.00	25.00
20	FIGUS	0.3	30.00	20.00
21	ALEXANDER PALM	0.3	30.00	8.00
22	FIGUS	1.2	30.00	25.00
23	FIGUS	0.8	30.00	20.00
24	UNKNOWN	1.0	35.00	15.00
25	SABAL PALM	1.3	30.00	15.00
26	ALEXANDER PALM	0.40	25.00	10.00
27	ALEXANDER PALM (2)	0.4	30.00	10.00
28	ALEXANDER PALM	0.4	30.00	10.00
29	ALEXANDER PALM (2)	0.4	30.00	10.00
30	ALEXANDER PALM	0.3	25.00	8.00
31	ALEXANDER PALM	0.3	30.00	10.00
32	ALEXANDER PALM	0.3	30.00	10.00
33	ALEXANDER PALM (2)	0.3	35.00	10.00
34	ALEXANDER PALM (2)	0.3	35.00	10.00
35	UMBRELLA	2.5	35.00	30.00
36	ALEXANDER PALM	0.3	25.00	8.00
37	ALEXANDER PALM	0.4	35.00	10.00
38	ALEXANDER PALM	0.4	30.00	10.00
39	ALEXANDER PALM	0.4	30.00	10.00
40	ALEXANDER PALM	0.4	35.00	10.00
41	ALEXANDER PALM	0.4	35.00	10.00
42	ALEXANDER PALM	0.4	35.00	10.00
43	ALEXANDER PALM	0.4	35.00	10.00
44	ALEXANDER PALM	0.4	35.00	10.00
45	ALEXANDER PALM	0.4	35.00	10.00
46	ALEXANDER PALM	0.4	35.00	10.00
47	ALEXANDER PALM	0.4	35.00	10.00
48	ALEXANDER PALM	0.4	35.00	10.00
49	ALEXANDER PALM	0.4	35.00	10.00
50	ALEXANDER PALM	0.3	35.00	10.00
51	ALEXANDER PALM	0.4	35.00	10.00
52	ALEXANDER PALM	0.4	35.00	10.00
53	ALEXANDER PALM	0.4	30.00	10.00
54	ALEXANDER PALM	0.4	30.00	10.00
55	ALEXANDER PALM	0.4	30.00	10.00
56	ALEXANDER PALM	0.4	30.00	10.00
57	ALEXANDER PALM	0.4	30.00	10.00
58	ALEXANDER PALM	0.3	25.00	8.00
59	ALEXANDER PALM	0.4	30.00	10.00
60	ALEXANDER PALM	0.4	30.00	10.00
61	ALEXANDER PALM	0.3	15.00	8.00
62	ALEXANDER PALM	0.4	30.00	10.00
63	ALEXANDER PALM	0.4	30.00	10.00
64	SABAL PALM	1.3	25.00	15.00
65	SABAL PALM	1.3	25.00	15.00
66	UMBRELLA	1.8	40.00	25.00
67	SABAL PALM	1.5	35.00	15.00
68	ALEXANDER PALM (2)	0.3	25.00	8.00
69	ALEXANDER PALM (2)	0.3	25.00	8.00
70	AUSTRALIAN PINE	1.5	55.00	15.00
71	AUSTRALIAN PINE	1.5	55.00	15.00
72	AUSTRALIAN PINE	2.0	55.00	15.00
73	FIGUS	1.2	20.00	15.00
74	AUSTRALIAN PINE	2.5	55.00	20.00
75	AUSTRALIAN PINE	2.2	55.00	15.00
76	AUSTRALIAN PINE	1.0	55.00	15.00
77	AUSTRALIAN PINE	1.0	55.00	15.00
78	ALEXANDER PALM	0.3	25.00	8.00
79	ALEXANDER PALM	0.4	25.00	8.00
80	ALEXANDER PALM	0.4	25.00	8.00
81	ALEXANDER PALM	0.4	25.00	8.00
82	FIGUS	2.0	25.00	20.00
83	FIGUS	0.6	25.00	20.00
84	FIGUS	2.0	25.00	20.00
85	FIGUS	0.6	25.00	20.00
86	FIGUS	0.6	25.00	20.00
87	FIGUS	0.6	25.00	20.00
88	FIGUS	0.6	25.00	20.00

ABBREVIATIONS

A - ANCHOR
A/C - ANCHOR EASEMENT
A/E - ANCHOR EASEMENT
A/S - ALUMINUM SHEET
A/W - ALUMINUM WIRE
B/C - BLOCK CORNER
B/D - BUILDING
B/M - BENCH MARK
B/CN - BROWARD COUNTY RECORDS
B/CB - BRASS OF BEARING
C - CALCULATED
C/B - CONCRETE BLOCK STRUCTURE
C/BW - CONCRETE BLOCK WALL
C/H - CHORD
C/B - CHORD BEARING
C/L - CHORD LENGTH
C/L - CLEAR
C/D - CLEAN DIRT
C/F - CANAL FENCE
C/M - CANAL MAINTENANCE EASEMENT
C/PC - CONCRETE PILE
C/UP - CONCRETE UTILITY POLE
C/S - CONCRETE SLAB
C/W - CONCRETE WALL
D/E - DRAINAGE EASEMENT
D/M - DRAINAGE MAINTENANCE EASEMENT
D/R - DRIVE
D/S - DRIVEWAY
E - ELEVATION
E/F - ELECTRIC FENCE
E/P - ELEVATION
E/S - ELEVATION
F - FENCE
F/A - FENCE ALTERNATE
F/B - FENCE BOUNDARY
F/E - FENCE ELEVATION
F/D - FENCE DRAINAGE
F/P - FENCE PILE
F/S - FENCE SURFACE
F/T - FENCE TOP
F/W - FENCE WIDTH
F/X - FENCE X-SECTION
G - GROUND
G/C - GROUND CORNER
G/E - GROUND ELEVATION
G/L - GROUND LENGTH
G/P - GROUND PILE
G/S - GROUND SURFACE
H - HIGH
H/C - HIGH CORNER
H/E - HIGH ELEVATION
H/L - HIGH LENGTH
H/P - HIGH PILE
H/S - HIGH SURFACE
H/T - HIGH TOP
H/W - HIGH WIDTH
H/X - HIGH X-SECTION
I - IRON
I/C - IRON CORNER
I/E - IRON ELEVATION
I/L - IRON LENGTH
I/P - IRON PILE
I/S - IRON SURFACE
I/T - IRON TOP
I/W - IRON WIDTH
I/X - IRON X-SECTION
J - JAIL
J/C - JAIL CORNER
J/E - JAIL ELEVATION
J/L - JAIL LENGTH
J/P - JAIL PILE
J/S - JAIL SURFACE
J/T - JAIL TOP
J/W - JAIL WIDTH
J/X - JAIL X-SECTION
K - KILN
K/C - KILN CORNER
K/E - KILN ELEVATION
K/L - KILN LENGTH
K/P - KILN PILE
K/S - KILN SURFACE
K/T - KILN TOP
K/W - KILN WIDTH
K/X - KILN X-SECTION
L - LAMP
L/C - LAMP CORNER
L/E - LAMP ELEVATION
L/L - LAMP LENGTH
L/P - LAMP PILE
L/S - LAMP SURFACE
L/T - LAMP TOP
L/W - LAMP WIDTH
L/X - LAMP X-SECTION
M - MANTLE
M/C - MANTLE CORNER
M/E - MANTLE ELEVATION
M/L - MANTLE LENGTH
M/P - MANTLE PILE
M/S - MANTLE SURFACE
M/T - MANTLE TOP
M/W - MANTLE WIDTH
M/X - MANTLE X-SECTION
N - NAIL
N/C - NAIL CORNER
N/E - NAIL ELEVATION
N/L - NAIL LENGTH
N/P - NAIL PILE
N/S - NAIL SURFACE
N/T - NAIL TOP
N/W - NAIL WIDTH
N/X - NAIL X-SECTION
O - OIL
O/C - OIL CORNER
O/E - OIL ELEVATION
O/L - OIL LENGTH
O/P - OIL PILE
O/S - OIL SURFACE
O/T - OIL TOP
O/W - OIL WIDTH
O/X - OIL X-SECTION
P - PILE
P/C - PILE CORNER
P/E - PILE ELEVATION
P/L - PILE LENGTH
P/P - PILE PILE
P/S - PILE SURFACE
P/T - PILE TOP
P/W - PILE WIDTH
P/X - PILE X-SECTION
Q - QUARTZ
Q/C - QUARTZ CORNER
Q/E - QUARTZ ELEVATION
Q/L - QUARTZ LENGTH
Q/P - QUARTZ PILE
Q/S - QUARTZ SURFACE
Q/T - QUARTZ TOP
Q/W - QUARTZ WIDTH
Q/X - QUARTZ X-SECTION
R - RAIL
R/C - RAIL CORNER
R/E - RAIL ELEVATION
R/L - RAIL LENGTH
R/P - RAIL PILE
R/S - RAIL SURFACE
R/T - RAIL TOP
R/W - RAIL WIDTH
R/X - RAIL X-SECTION
S - SECTION
S/C - SECTION CORNER
S/E - SECTION ELEVATION
S/L - SECTION LENGTH
S/P - SECTION PILE
S/S - SECTION SURFACE
S/T - SECTION TOP
S/W - SECTION WIDTH
S/X - SECTION X-SECTION
T - TANGENT
T/C - TANGENT CORNER
T/E - TANGENT ELEVATION
T/L - TANGENT LENGTH
T/P - TANGENT PILE
T/S - TANGENT SURFACE
T/T - TANGENT TOP
T/W - TANGENT WIDTH
T/X - TANGENT X-SECTION
U - UTILITY
U/C - UTILITY CORNER
U/E - UTILITY ELEVATION
U/L - UTILITY LENGTH
U/P - UTILITY PILE
U/S - UTILITY SURFACE
U/T - UTILITY TOP
U/W - UTILITY WIDTH
U/X - UTILITY X-SECTION
V - VALVE
V/C - VALVE CORNER
V/E - VALVE ELEVATION
V/L - VALVE LENGTH
V/P - VALVE PILE
V/S - VALVE SURFACE
V/T - VALVE TOP
V/W - VALVE WIDTH
V/X - VALVE X-SECTION
W - WALL
W/C - WALL CORNER
W/E - WALL ELEVATION
W/L - WALL LENGTH
W/P - WALL PILE
W/S - WALL SURFACE
W/T - WALL TOP
W/W - WALL WIDTH
W/X - WALL X-SECTION
X - X-SECTION
X/C - X-SECTION CORNER
X/E - X-SECTION ELEVATION
X/L - X-SECTION LENGTH
X/P - X-SECTION PILE
X/S - X-SECTION SURFACE
X/T - X-SECTION TOP
X/W - X-SECTION WIDTH
X/X - X-SECTION X-SECTION
Y - YARD
Y/C - YARD CORNER
Y/E - YARD ELEVATION
Y/L - YARD LENGTH
Y/P - YARD PILE
Y/S - YARD SURFACE
Y/T - YARD TOP
Y/W - YARD WIDTH
Y/X - YARD X-SECTION
Z - ZONE
Z/C - ZONE CORNER
Z/E - ZONE ELEVATION
Z/L - ZONE LENGTH
Z/P - ZONE PILE
Z/S - ZONE SURFACE
Z/T - ZONE TOP
Z/W - ZONE WIDTH
Z/X - ZONE X-SECTION

TREE LEGEND

1 - TREE
2 - FIGUS
3 - AUSTRALIAN PINE
4 - ALEXANDER PALM
5 - SABAL PALM
6 - UMBRELLA
7 - BRAZILIAN PEPPER
8 - UNKNOWN TREE

PROPERTY ADDRESS:

LOT 7- 1155-52 102ND STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO NO. 13-2227-001-1310)
LOT 8- 1160 102ND STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO NO. 13-2227-001-1320)

CERTIFICATION:

LE JARDIN HOUSE, LLC
GARY SILBERMAN, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LEGAL DESCRIPTION:

LOTS 7 AND 8, 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. AKA FOLIO NO. 13-2227-001-1310 & 13-2227-001-1320.

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

1. THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
2. THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
3. EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
4. THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
5. LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
6. BOUNDARY SURVEY MEANS A DRAWING AND/OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD. COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE. THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
7. EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
8. THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
9. ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLAT PLANS WITH CORRECT INFORMATION FOR APPROVAL FOR AUTHORIZATION TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
10. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
11. FENCE OWNERSHIP NOT DETERMINED.
12. THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN FLOOD ZONE "AE".
BASE FLOOD ELEVATION: 8.00 FEET.
COMMUNITY: 120636
PANEL: 0144
DATE OF FIRM: 09/11/2009
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA.

SURVEYOR'S NOTES:

1. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY, IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY TOWNSHIP MAPS.
2. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
3. CERTIFICATE OF AUTHORIZATION LB # 7806.
4. THE SUBJECT PROPERTY IS VACANT LAND. THE ADDRESS IS PLUS OR MINUS AND SHOULD BE VERIFIED BY MIAMI-DADE COUNTY.
5. ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 MIAMI-DADE COUNTY BENCH MARK #R-243 LOCATOR NO. 2225 W. ELEVATION IS 6.61 FEET OF N.G. V.D. OF 1929.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION AND COMPLETES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

BY: 07/19/2014
CARLOS IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO. 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL REGISTERED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

REVISED ON: ADDED CONSTRUCTION ELEV. 9/24/2014

REVISED ON: ADDED TREES 10/10/2014

DRAWN BY: E.O.

FIELD DATE: 07/19/2014

SURVEY NO: 14-002548-2

SHEET: 1 OF 1





ADJACENT EAST NEIGHBOR



SUBJECT SITE



ADJACENT WEST NEIGHBOR

EXISTING PROPERTIES



CONTEXT ELEVATION

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
11177 KANE CONOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868 3665 FAX (305) 868 3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN , LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.

HE

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 ARCH.

GD

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
400 S.W. 41ST STREET SUITE 111
MIAMI BEACH, FLORIDA 33134

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO

REVISION

DATE

BY

DRAWING TITLE

CONTEXT
PHOTOS

SCALE

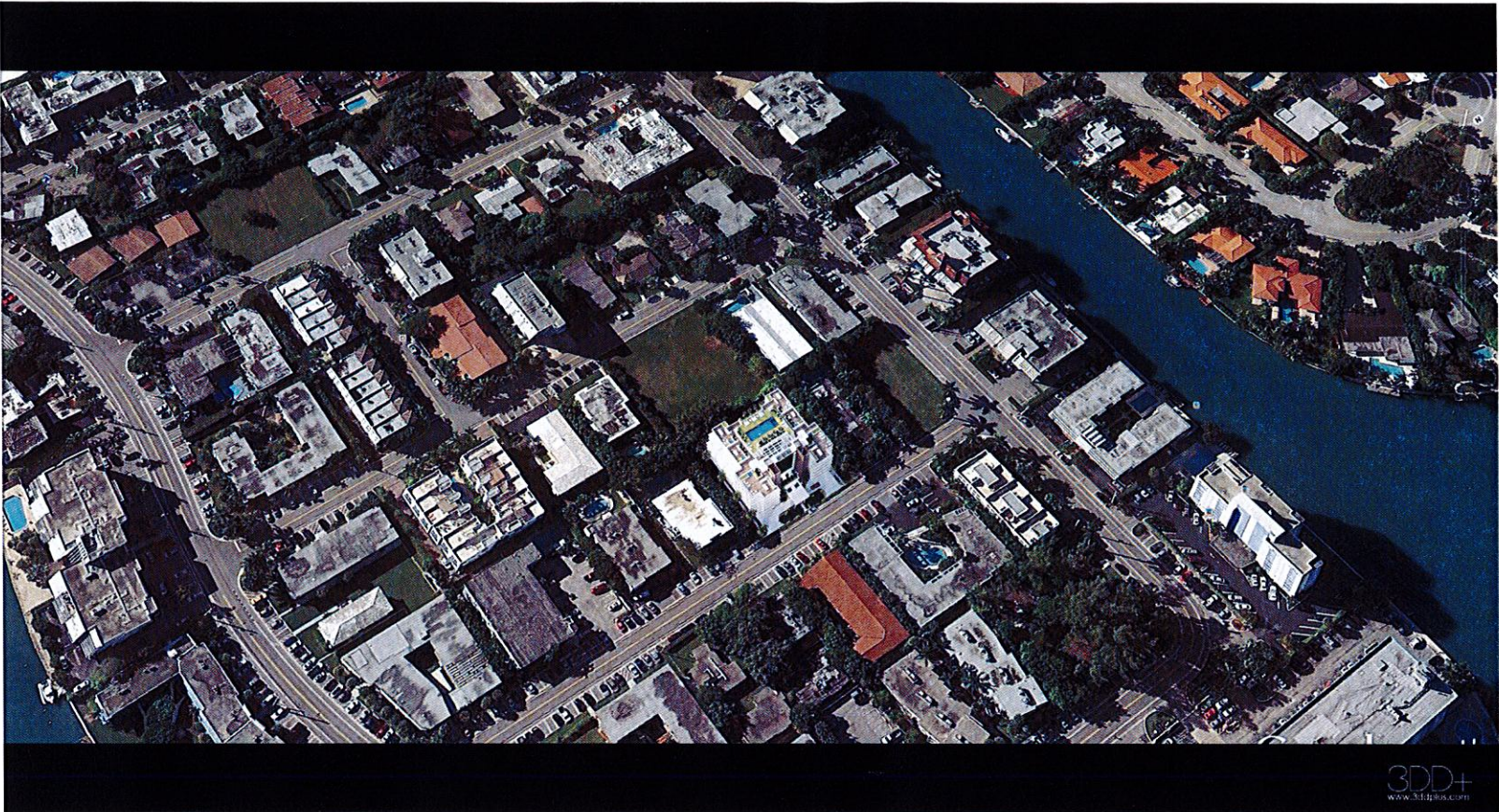
DATE

NOVEMBER 13, 2014

SHEET NUMBER

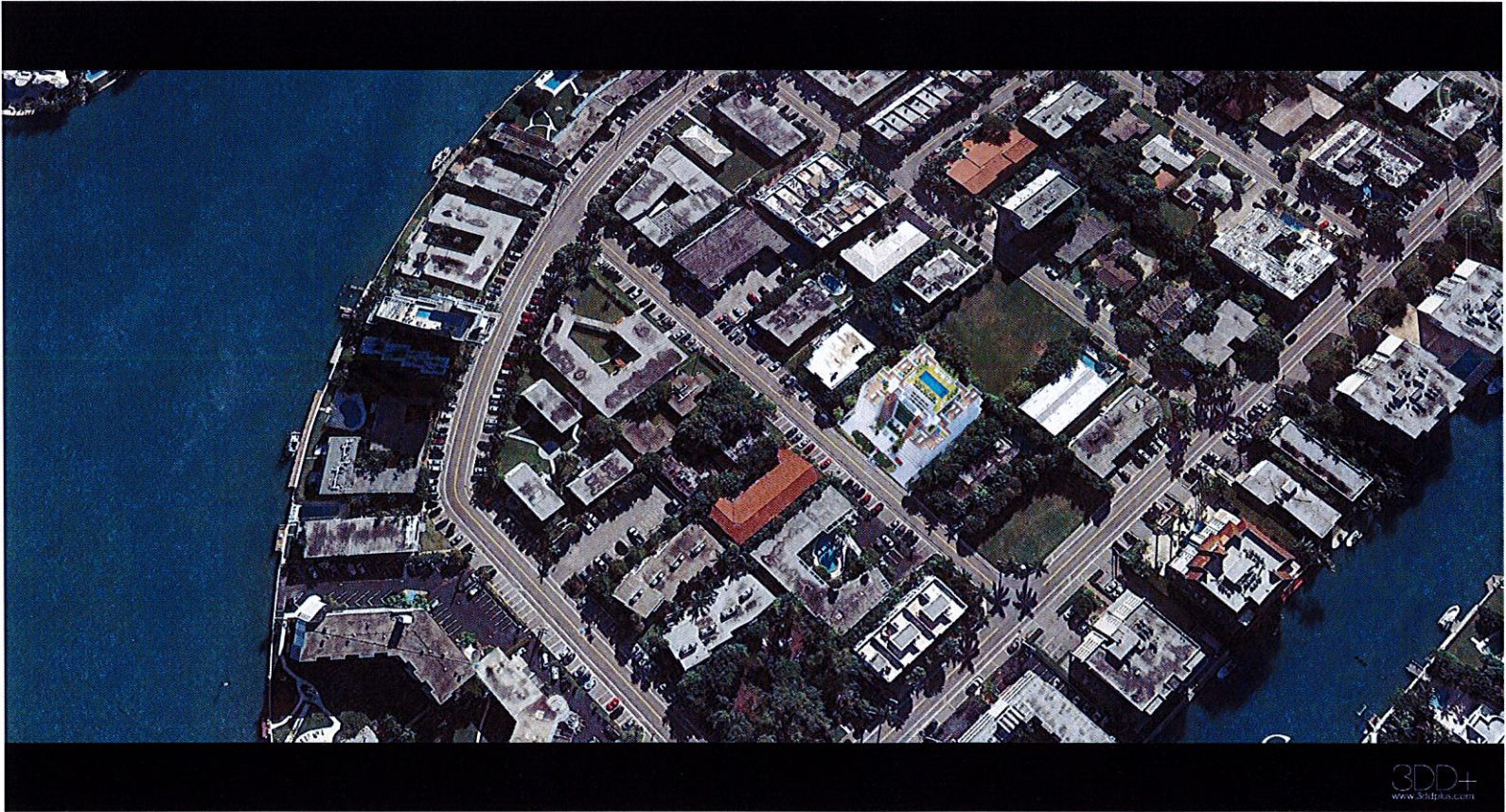
A-0.02

P&Z SUBMITTAL



CONTEXT AERIAL RENDERING

SCALE 1/8" = 1'-0"



CONTEXT AERIAL RENDERING

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.

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 ARCH.

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
400 S.W. 8 STREET MIAMI BEACH, FL 33134
TEL: 305-441-0000 FAX: 305-441-0001

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE

CONTEXT AERIAL VIEWS

SCALE DATE NOVEMBER 13, 2014

SHEET NUMBER

A-0.03

P&Z SUBMITTAL



FRONT VIEW WITHOUT SCREEN



FRONT VIEW WITH SCREEN

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHERMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
civil engineers
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1000 N. W. 11TH STREET SUITE 101
MIAMI, FLORIDA 33136

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE

PERSPECTIVE RENDERING

SCALE DATE NOVEMBER 13, 2014

SHEET NUMBER

A-0.04

P&Z SUBMITTAL



AERIAL VIEW



STREET VIEW

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX:(305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN , LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.

HI HOLLAND ENGINEERING INC.
civil engineers
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
4801 N. W. 11 STREET MIAMI FL 33154
PHONE: 408-7081 FAX: 31-44-8415

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE

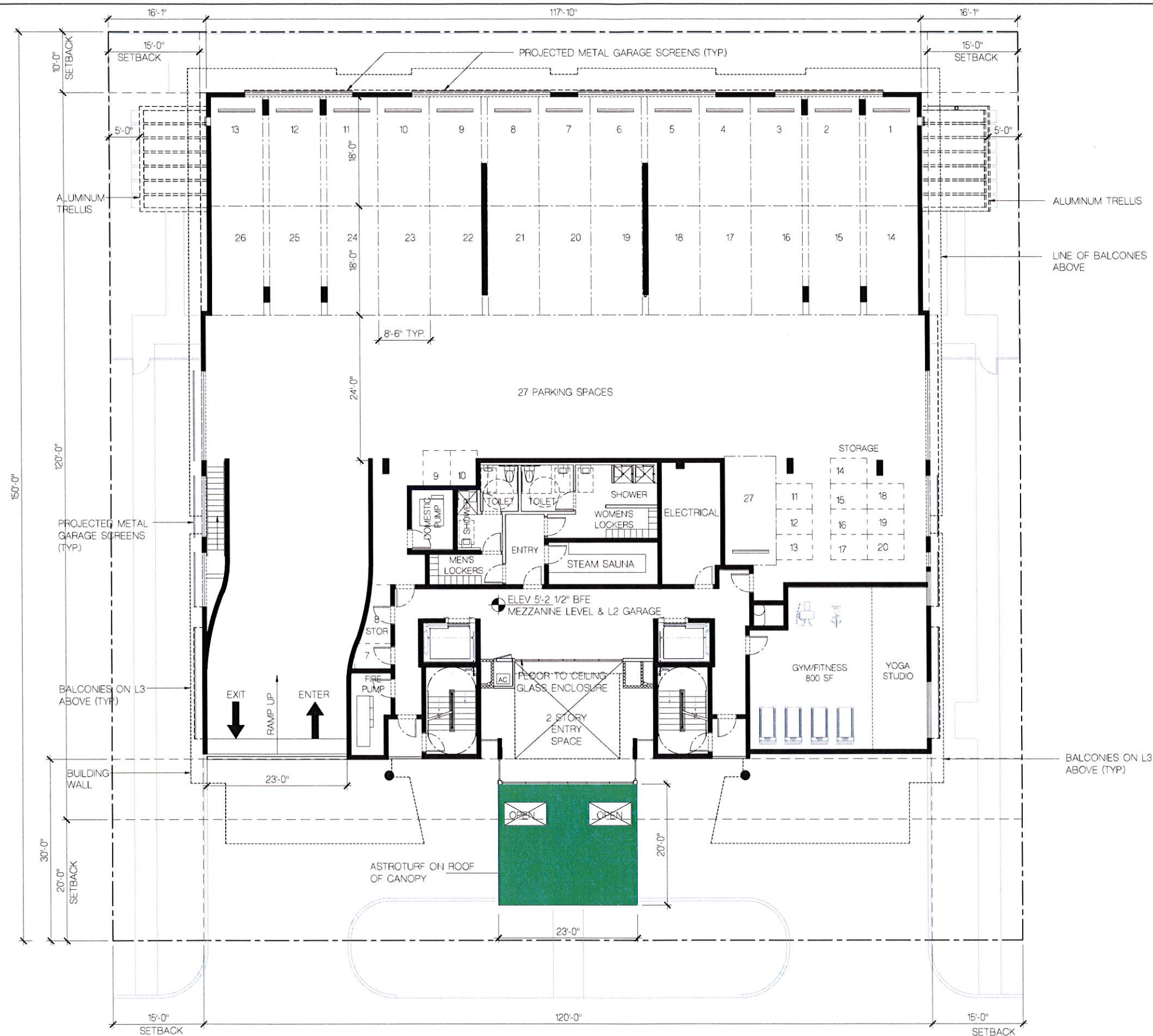
RENDERING

SCALE DATE NOVEMBER 13, 2014

SHEET NUMBER

A-0.05

P&Z SUBMITTAL



LEVEL 2 FLOOR PLAN

SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
JULIA BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
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 ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
400 N. W. 11TH STREET SUITE 201
MIAMI, FLORIDA 33136

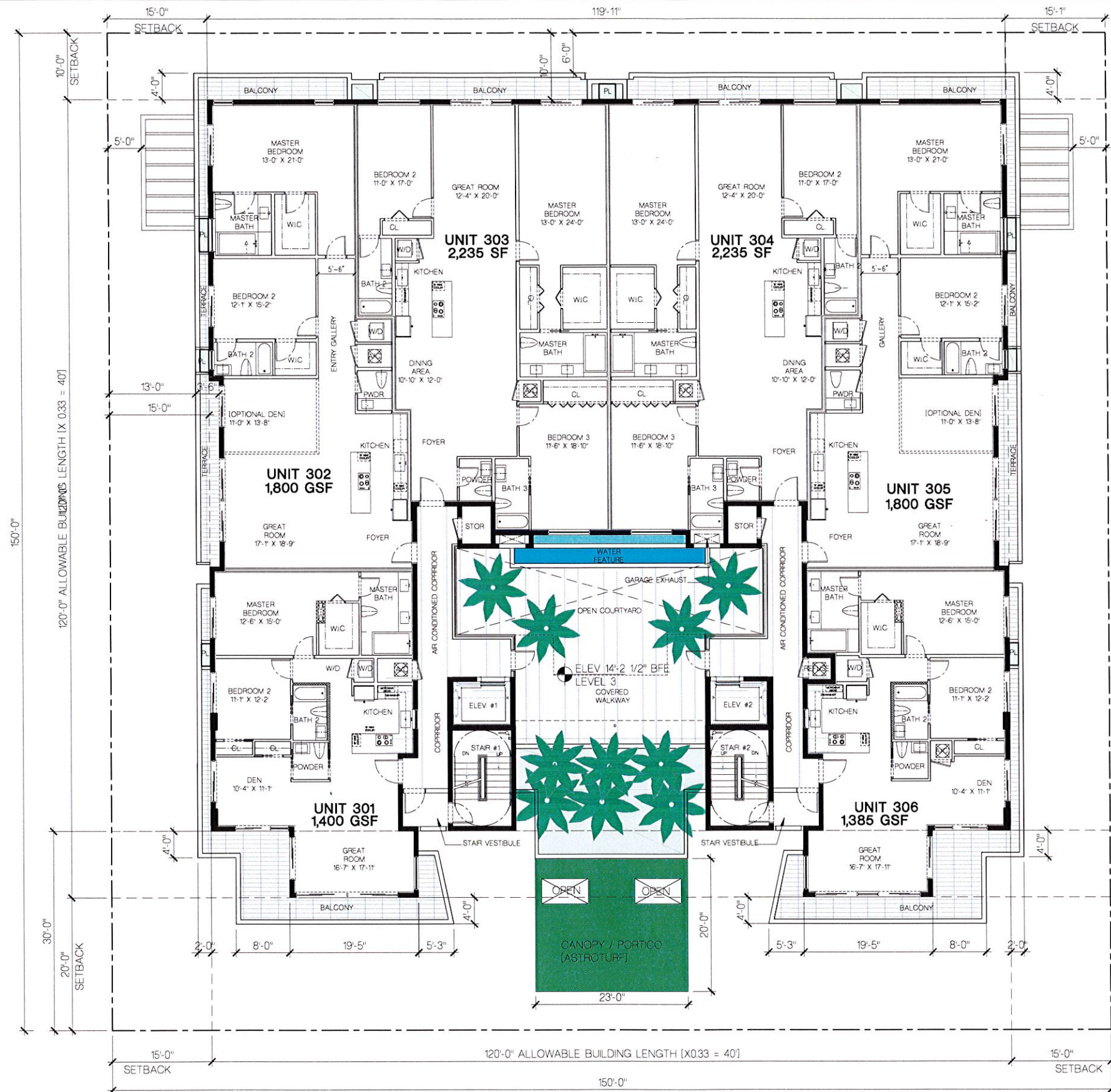
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 2
FLOOR PLAN**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-102
P&Z SUBMITTAL



LEVEL 3 FLOOR PLAN [6 UNITS 10,855 GSF]

SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
3950 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
400 S.W. 11th STREET, SUITE 101
MIAMI, FLORIDA 33135

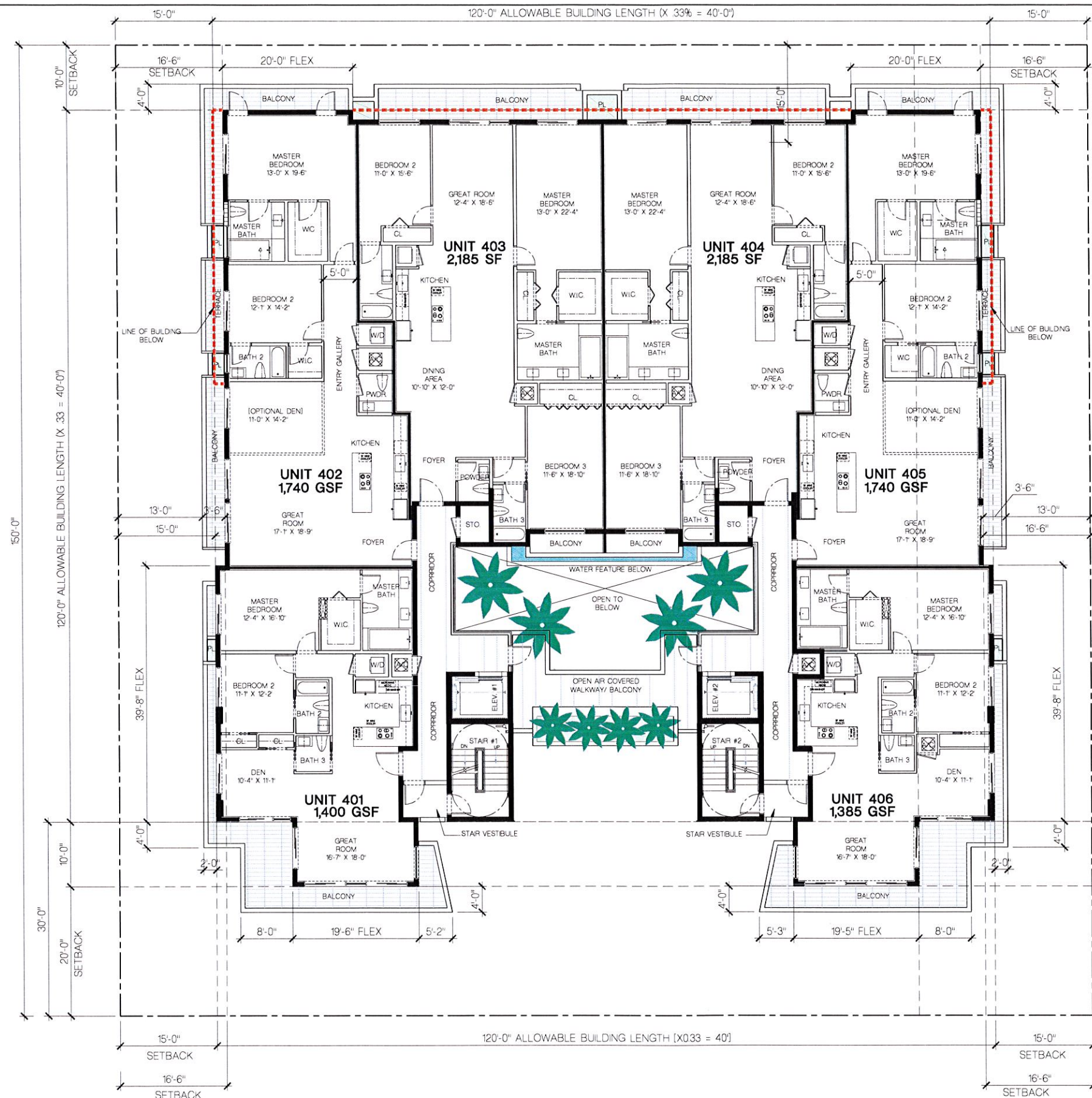
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
LEVEL 3 FLOOR PLAN
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-103
P&Z SUBMITTAL



LEVEL 4 - FLOOR PLAN [6 UNITS 10,635 GSF]

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, FIDM
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
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 ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
409 S.W. 11 STREET MIAMI BEACH, FL 33139
TEL: 305-442-9848 FAX: 305-442-9849

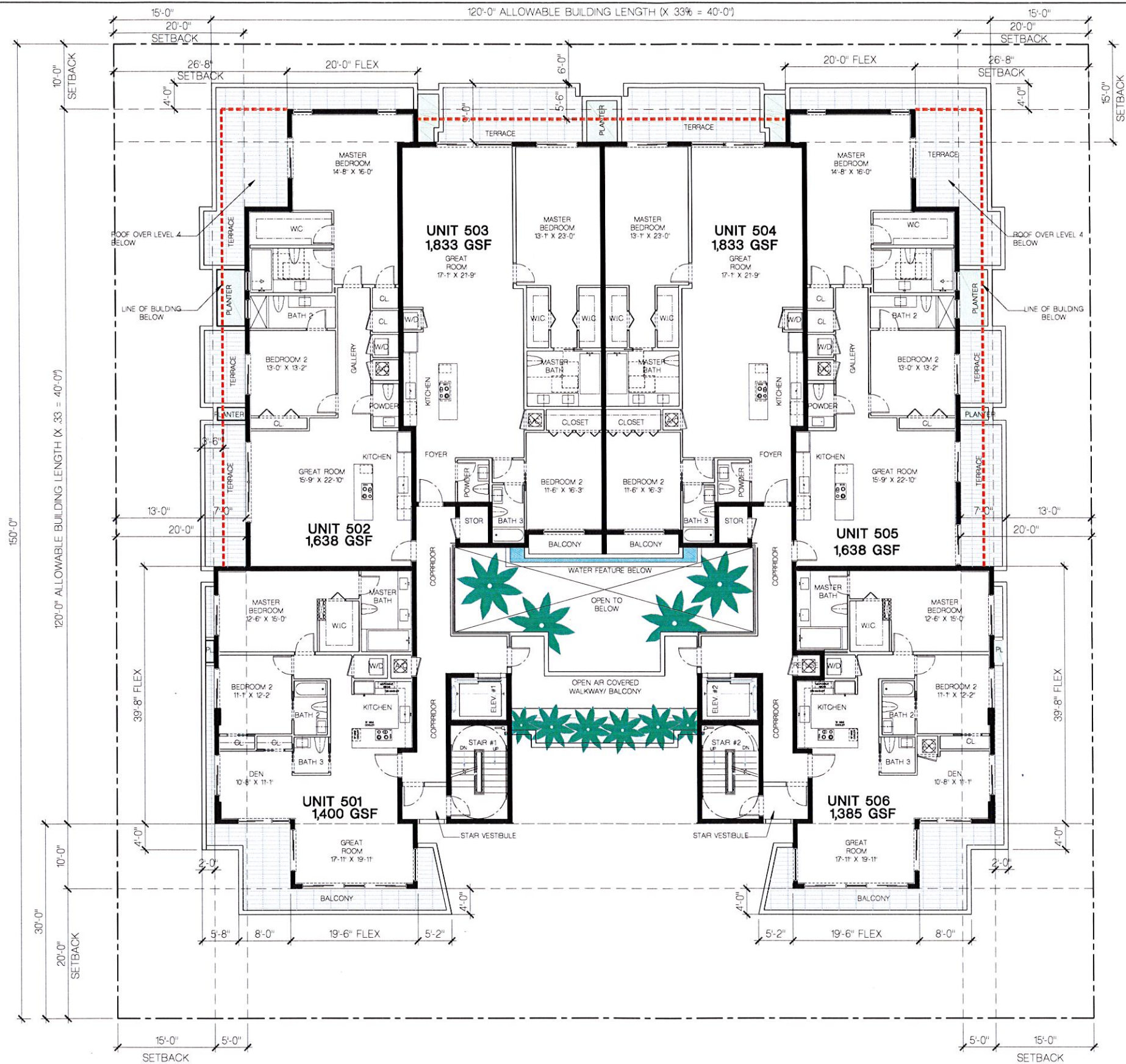
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 4
FLOOR PLAN**
SCALE 1/8" = 1'-0"
DATE NOVEMBER 13, 2014
SHEET NUMBER
A-104
P&Z SUBMITTAL



LEVEL 5 - FLOOR PLAN [6 UNITS 9,765 GSF]

SCALE: 1/8" = 1'-0"

REVISED
11.03.14

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD SUITE 4709
MIAMI, FLORIDA 33131

DATE: 11/03/14
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

LANDSCAPE ARCHITECT
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1802 S.W. 41 STREET SUITE 101
MIAMI, FLORIDA 33135

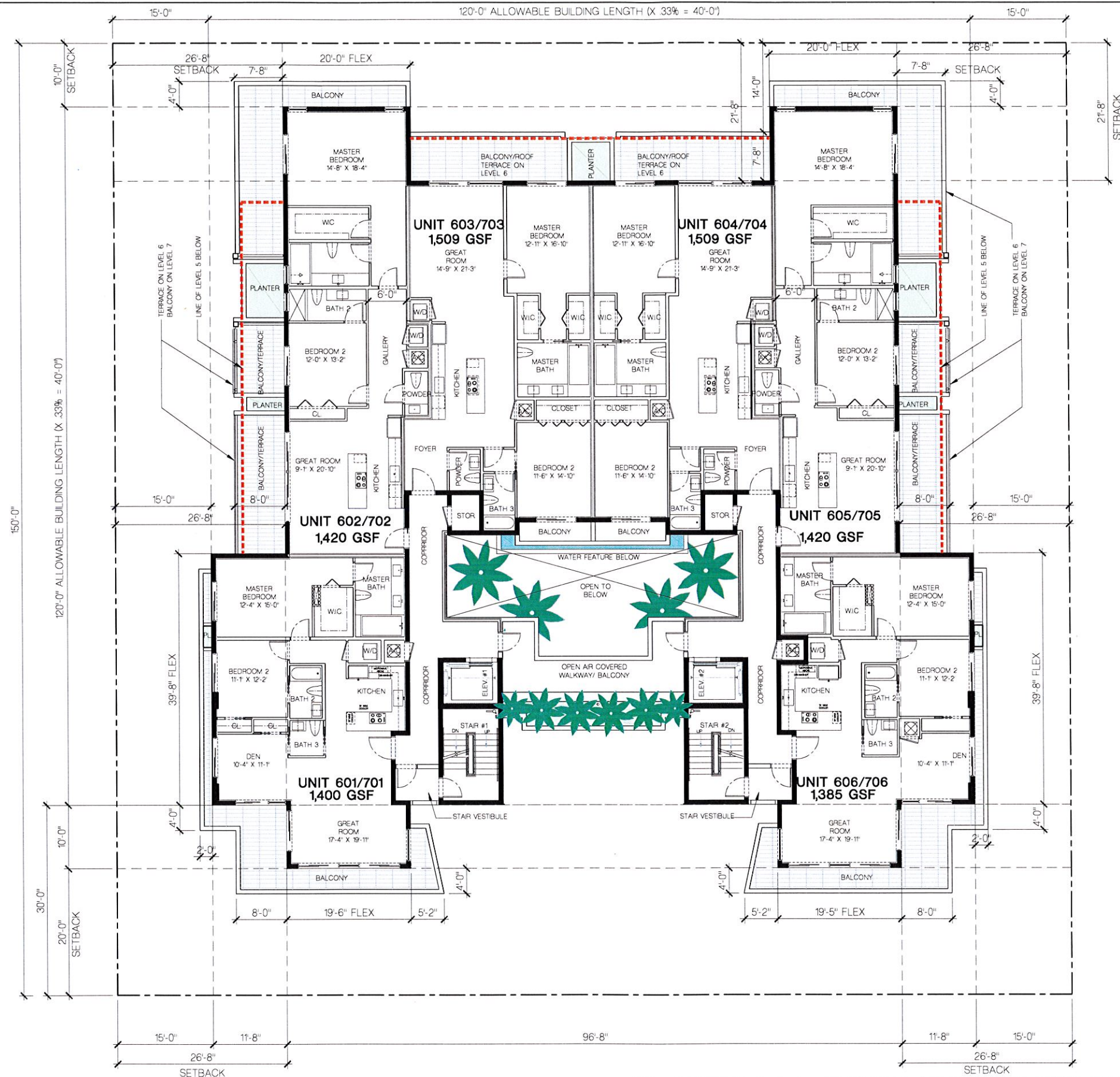
STRUCTURAL ENGINEER

MEP ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 5
FLOOR PLAN**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-105
P&Z SUBMITTAL



LEVELS 6 & 7 - FLOOR PLAN [6 UNITS 8,643 SF/FLOOR X 2 = 17,286 GSF]

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, FISHMAN
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3050
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
Civil Engineers
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
400 S.W. 81 STREET MIAMI FL 33135
TEL: 305-444-7800 FAX: 305-444-7801

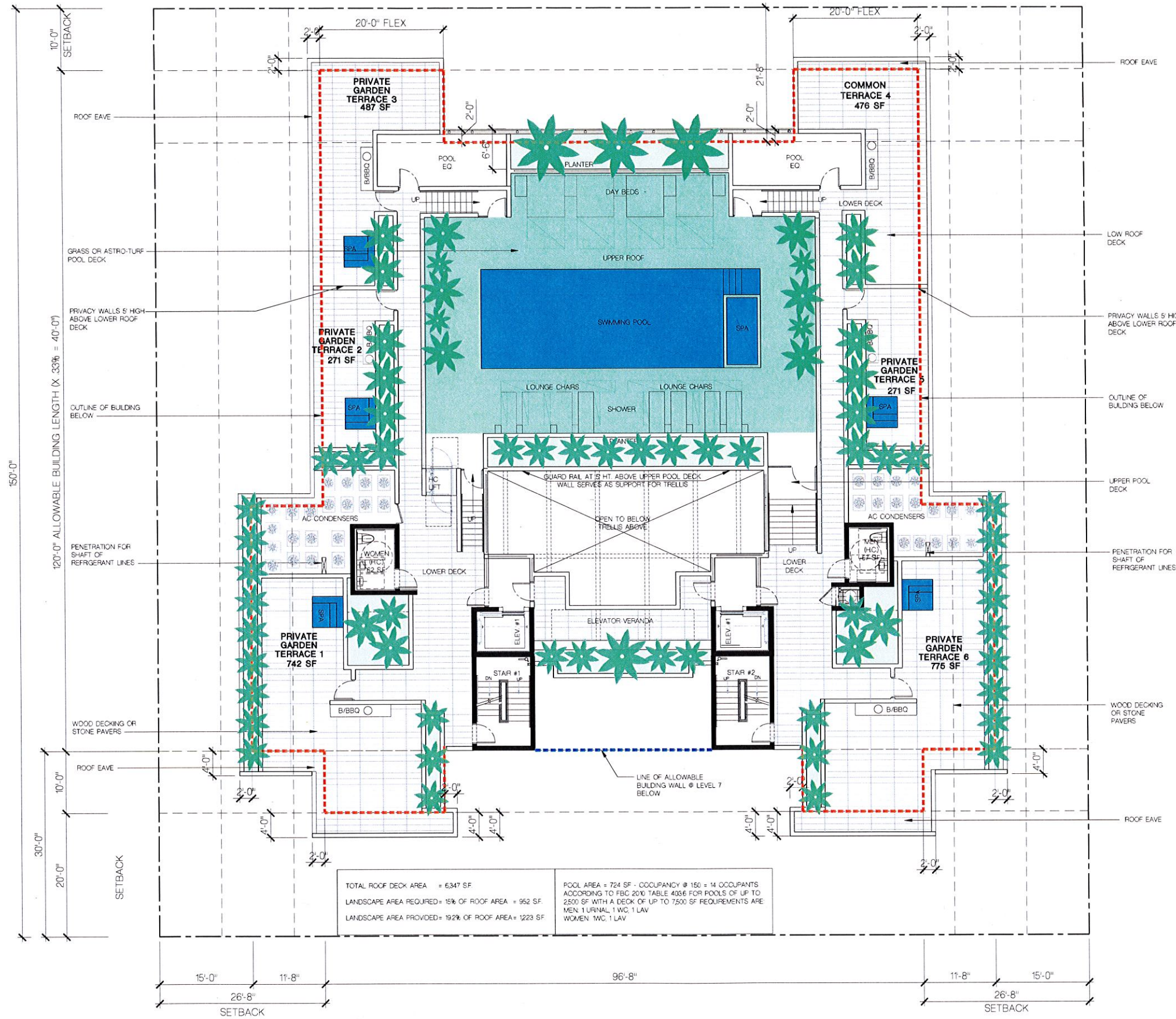
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
**LEVELS 6-7
FLOOR PLAN**
SCALE 1/8" = 1'-0"
DATE NOVEMBER 13, 2014
SHEET NUMBER
A-106
P&Z SUBMITTAL



TOTAL ROOF DECK AREA = 6,347 SF	POOL AREA = 724 SF - OCCUPANCY @ 150 = 14 OCCUPANTS
LANDSCAPE AREA REQUIRED = 15% OF ROOF AREA = 952 SF	ACCORDING TO FBC 2010 TABLE 403.6 FOR POOLS OF UP TO 2500 SF WITH A DECK OF UP TO 7500 SF REQUIREMENTS ARE:
LANDSCAPE AREA PROVIDED = 19.2% OF ROOF AREA = 1,223 SF	MEN: 1 URINAL, 1 WC, 1 LAV WOMEN: 1 WC, 1 LAV

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, FISHMAN
LICENSE NO. AR0017273

1177 WANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH. (305) 868.3665 FAX (305) 868.3655
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSELEY A.S.A.
1401 S.W. 81 STREET SUITE F, MIAMI
FL 33135 (305) 444-4444

STRUCTURAL ENG.

MEP ENG.

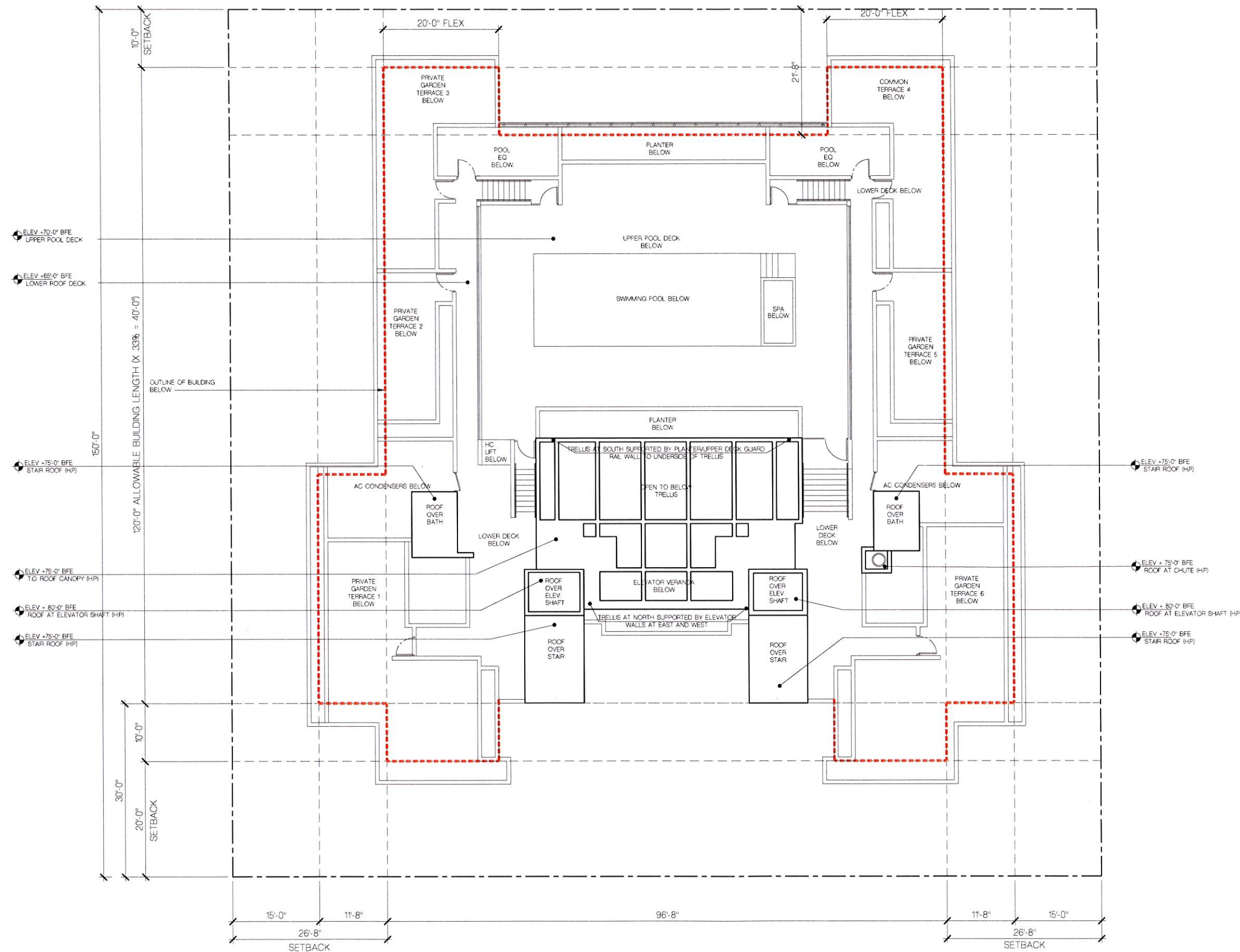
LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
	DATE
	BY

DRAWING TITLE
ROOF LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-1.07
P&Z SUBMITTAL

ROOF LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"



FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CHA. ENG.
HOLLAND ENGINEERING INC.
Civil Engineers
3950 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1001 N.W. 11th Street, Suite 1111
Fort Lauderdale, FL 33304

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY

DRAWING TITLE
HIGH ROOF PLAN

SCALE: 1/8" = 1'-0"
DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-108
P&Z SUBMITTAL



HIGH ROOF PLAN
SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, FISHMAN,
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.

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 ARCH.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
3001 N. W. 11 STREET, MIAMI, FL 33154
PH: (305) 441-1111 FAX: (305) 441-1111

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO	REVISION
DATE	BY

DRAWING TITLE
NORTH ELEVATION

SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014

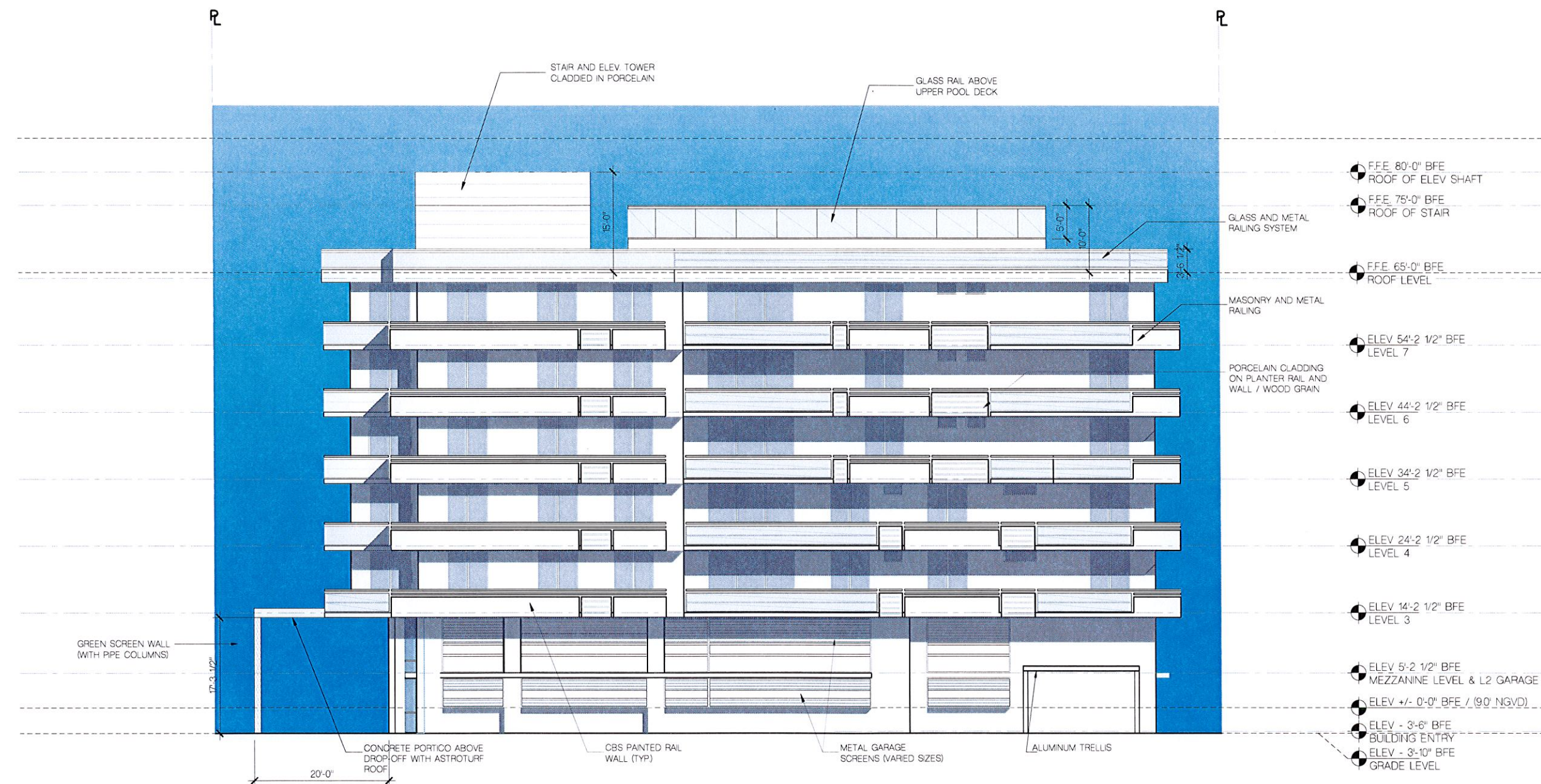
SHEET NUMBER
A-2.01

P&Z SUBMITTAL



NORTH LANDSCAPE ELEVATION

SCALE 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PHILIP BENAYOUN, P.E.
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
civil engineers
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
1500 S.W. 81 STREET MIAMI BEACH, FL 33134
770.555.4000 FAX 770.555.4000

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
WEST ELEVATION
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-2.02
P&Z SUBMITTAL

R

R



WEST LANDSCAPE ELEVATION

SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.

ARCHITECTS PLANNING INTERIOR DESIGN
LICENSE NO. AA-0001494
MARILYN A. FRANKEL
LICENSE NO. AR0001143
FRANKEL BENAYOUN ARCHITECTS
LICENSE NO. AR0001273
1177 W. WALKER BLVD., SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3666
E-MAIL: INFO@FRANKEL-BENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN, LLC

200 BISHOP BLVD. SUITE 4700
MIAMI, FLORIDA 33131

ENGINEER

HE HOLLAND ENGINEERING INC.

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

GEOMANTIC DESIGNS, INC.

LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1000 N. 11 STREET MIAMI, FL 33132
PH: (305) 441-1111 FAX: (305) 441-1111

STRUCTURAL ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

MECHANICAL ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

ELECTRICAL ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

PLUMBING ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

FIRE ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

ENVIRONMENTAL ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

WATER ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

SEWER ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

TRANSPORTATION ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

PAVEMENT ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

TRAFFIC ENGINEER

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

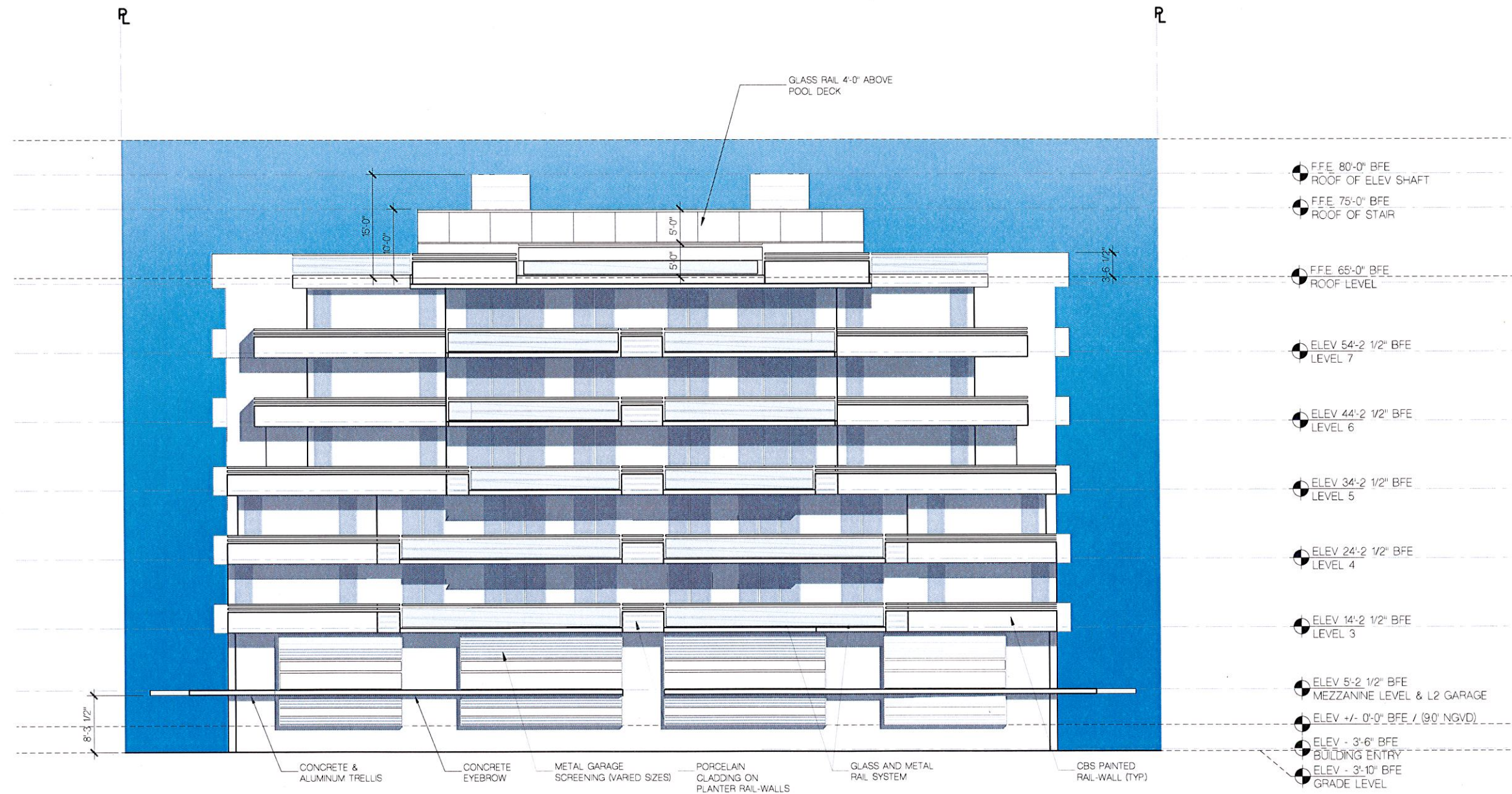
2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0377 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

DATE: OCTOBER 14, 2014

SCALE: 1/8" = 1'-0"

SHEET NUMBER: A-2.02

PLZ: SUEM: LAL



SOUTH ELEVATION
SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001454
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

11177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

ONLINE
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 ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
REVISED 11/13/2014 SCALE 1/8" = 1'-0" (SEE PLAN) DATE 11/13/2014

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
SOUTH ELEVATION

SCALE 1/8" = 1'-0" DATE NOVEMBER 13, 2014
SHEET NUMBER
A-2.03
P&Z SUBMITTAL



SOUTH LANDSCAPE ELEVATION

SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001184
MARKUS A. FRANKEL
LICENSE NO. AR0001143
OFFAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KAHN DISTRICT DRIVE, SUITE 1100
DAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.2652 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD SUITE 4109
MIAMI, FLORIDA 33133

DATE
HOLLAND ENGINEERING INC.
civil engineer
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 267-0371 / (954) 267-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARKLEY A.S.A.
1400 N. W. 10TH STREET, SUITE 1100
MIAMI, FLORIDA 33136

STRUCTURAL ENGINEER

M.E.P. ENGINEER

MECHANICAL ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
DAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
SOUTH ELEVATION
SCALE: 1/8" = 1'-0" DATE: OCTOBER 12, 2014
SHEET NAME: **A-2.03**
P&Z SUBMITTAL



EAST LANDSCAPE ELEVATION

SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001484
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 WARE CONCOURSE, SUITE 150
BAY HARBOR ISLANDS FLORIDA 33154
PH: (305) 888-2665 FAX: (305) 868-2655
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CONSULTING ENGINEER
HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 / (954) 367-0272 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
3000 N. K STREET SUITE 200
DADE COUNTY, FL 33137
PHONE: 954-900-0000 FAX: 954-900-0001

STRUCTURAL ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

PLUMBING ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

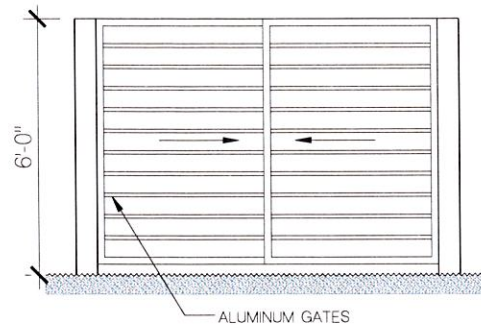
PLUMBING ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

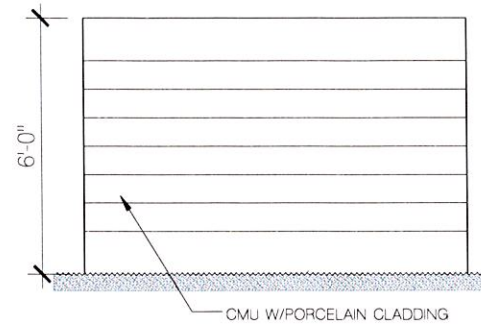
PLUMBING ENGINEER

MECHANICAL ENGINEER



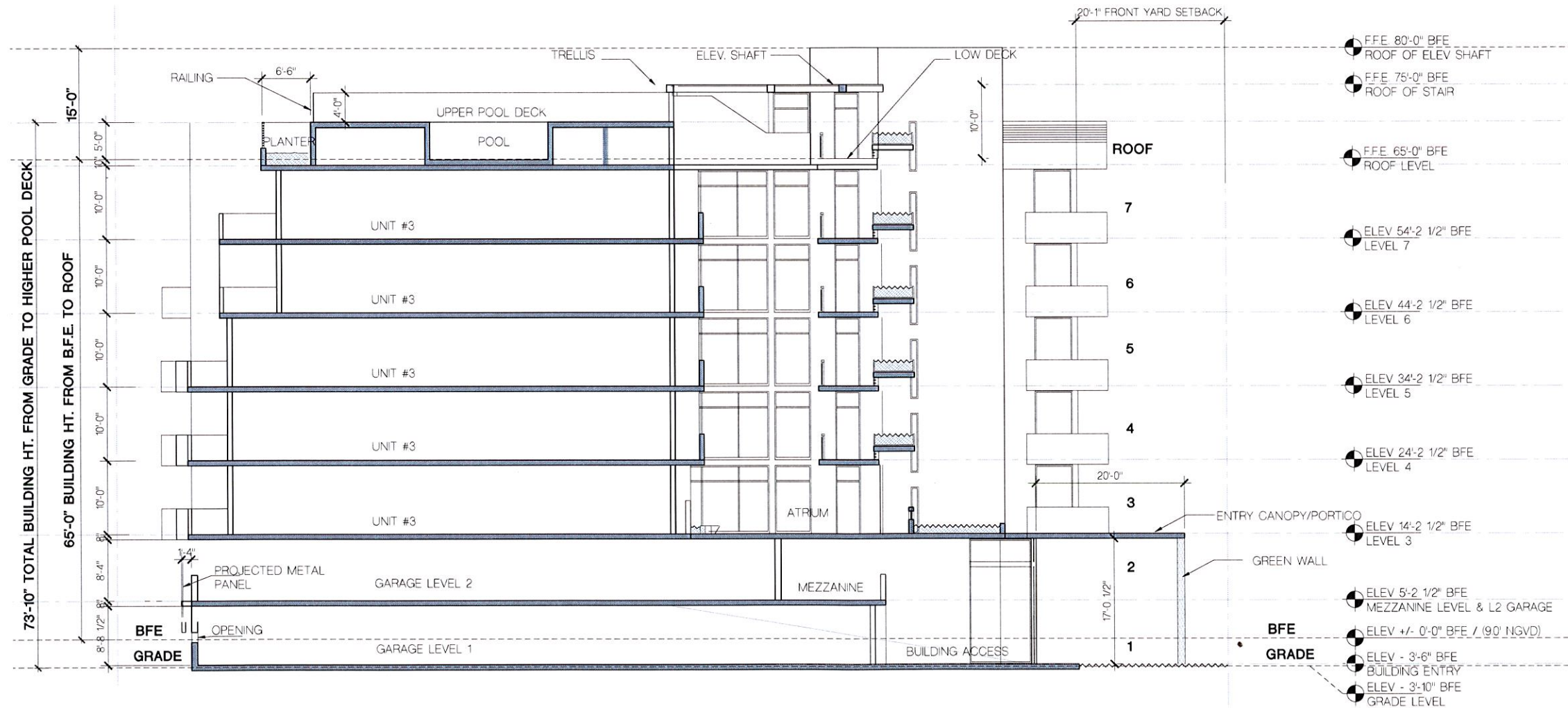
DUMPSTER ENCLOSURE

SCALE: 1/2" = 1'-0"



DUMPSTER ENCLOSURE

SCALE: 1/2" = 1'-0"



BUILDING SECTION

SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS, INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0012273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
CIVIL ENGINEERS
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1805 W. 41 STREET MIAMI, FL 33135
PHONE: 305-441-1000 FAX: 305-441-1000

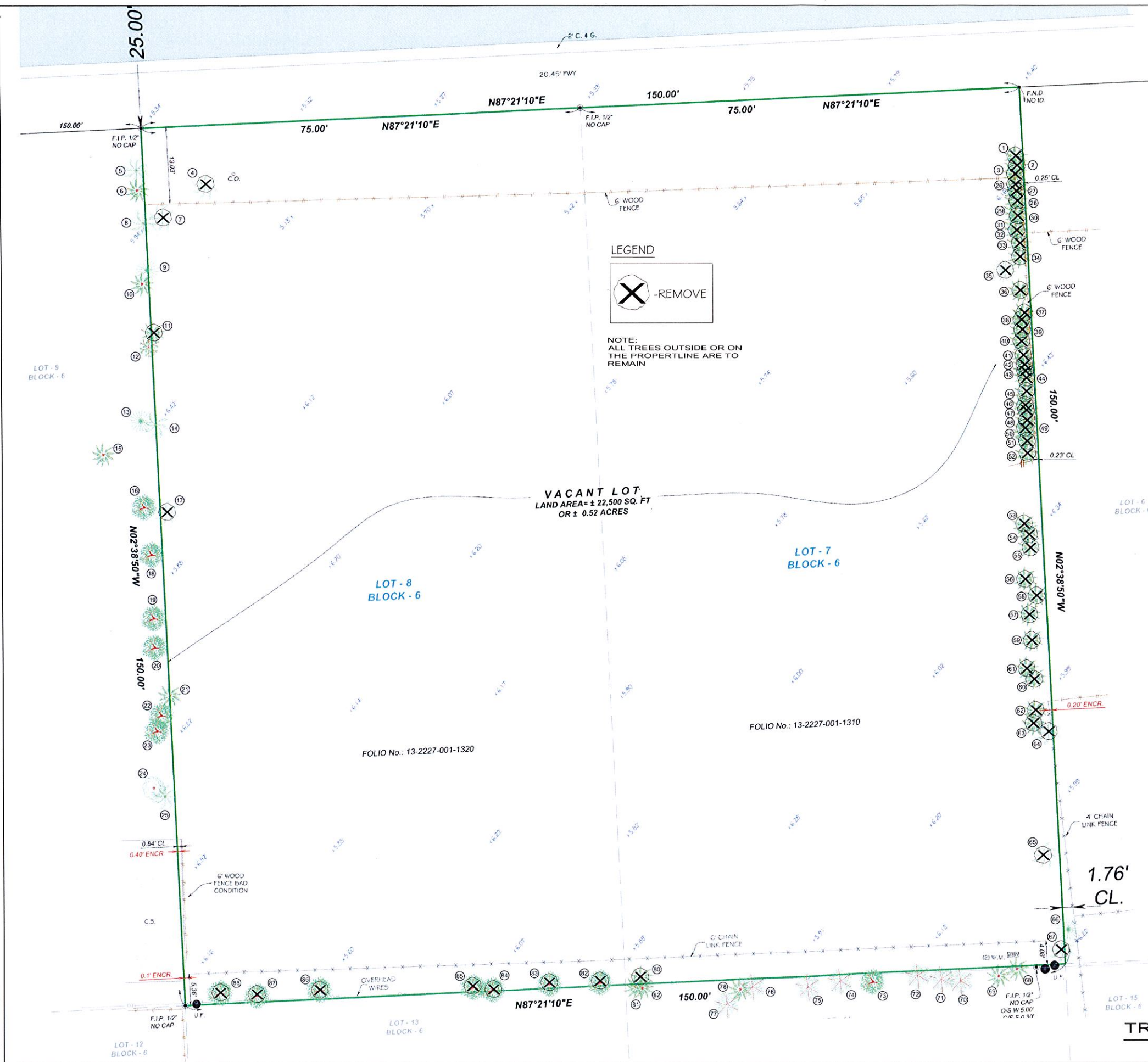
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY

DRAWING TITLE
**SITE PLAN
LEVEL 1 FLOOR PLAN**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-3.01
P&Z SUBMITTAL



TREE TABLE			
No.	NAME	DBH (IN)	HEIGHT (FT.)
1	ALEXANDER PALM	0.5	25.00
2	ALEXANDER PALM	0.5	25.00
3	ALEXANDER PALM	0.5	25.00
4	SABAL PALM	0.7	30.00
5	SABAL PALM	1.0	25.00
6	ALEXANDER PALM	0.5	25.00
7	SABAL PALM	0.7	30.00
8	SABAL PALM	1.2	20.00
9	UMBRELLA	0.5	25.00
10	ALEXANDER PALM	0.3	30.00
11	ALEXANDER PALM	0.3	30.00
12	BRASILIAN PEPPER	3.0	25.00
13	UMBRELLA	3.0	30.00
14	SABAL PALM	1.3	15.00
15	ALEXANDER PALM	0.3	15.00
16	FICUS	0.7	30.00
17	SABAL PALM	1.3	20.00
18	FICUS	0.7	25.00
19	FICUS	0.8	30.00
20	FICUS	0.3	30.00
21	ALEXANDER PALM	0.3	30.00
22	FICUS	1.2	30.00
23	FICUS	0.8	30.00
24	UNION	1.0	30.00
25	SABAL PALM	1.3	30.00
26	ALEXANDER PALM	0.40	25.00
27	ALEXANDER PALM (2)	0.4	30.00
28	ALEXANDER PALM	0.4	30.00
29	ALEXANDER PALM (2)	0.4	30.00
30	ALEXANDER PALM	0.3	25.00
31	ALEXANDER PALM	0.3	30.00
32	ALEXANDER PALM	0.3	30.00
33	ALEXANDER PALM (2)	0.3	35.00
34	ALEXANDER PALM (2)	0.3	35.00
35	UMBRELLA	2.5	35.00
36	ALEXANDER PALM	0.3	25.00
37	ALEXANDER PALM	0.4	35.00
38	ALEXANDER PALM	0.4	30.00
39	ALEXANDER PALM	0.4	30.00
40	ALEXANDER PALM	0.4	35.00
41	ALEXANDER PALM	0.4	35.00
42	ALEXANDER PALM	0.4	35.00
43	ALEXANDER PALM	0.4	35.00
44	ALEXANDER PALM	0.4	35.00
45	ALEXANDER PALM	0.4	35.00
46	ALEXANDER PALM	0.4	35.00
47	ALEXANDER PALM	0.4	35.00
48	ALEXANDER PALM	0.4	35.00
49	ALEXANDER PALM	0.4	35.00
50	ALEXANDER PALM	0.3	35.00
51	ALEXANDER PALM	0.4	35.00
52	ALEXANDER PALM	0.4	35.00
53	ALEXANDER PALM	0.4	30.00
54	ALEXANDER PALM	0.4	30.00
55	ALEXANDER PALM	0.4	30.00
56	ALEXANDER PALM	0.4	30.00
57	ALEXANDER PALM	0.4	30.00
58	ALEXANDER PALM	0.3	25.00
59	ALEXANDER PALM	0.4	30.00
60	ALEXANDER PALM	0.4	30.00
61	ALEXANDER PALM	0.3	15.00
62	ALEXANDER PALM	0.4	30.00
63	ALEXANDER PALM	0.4	30.00
64	SABAL PALM	1.3	25.00
65	SABAL PALM	1.3	25.00
66	UMBRELLA	1.8	40.00
67	SABAL PALM	1.5	35.00
68	ALEXANDER PALM (2)	0.3	25.00
69	ALEXANDER PALM (2)	0.3	25.00
70	AUSTRALIAN PINE	1.5	55.00
71	AUSTRALIAN PINE	1.5	55.00
72	AUSTRALIAN PINE	2.0	55.00
73	FICUS	1.2	20.00
74	AUSTRALIAN PINE	2.5	55.00
75	AUSTRALIAN PINE	2.2	55.00
76	AUSTRALIAN PINE	1.0	55.00
77	AUSTRALIAN PINE	1.0	55.00
78	ALEXANDER PALM	0.3	25.00
79	ALEXANDER PALM	0.4	25.00
80	ALEXANDER PALM	0.4	25.00
81	ALEXANDER PALM	0.4	25.00
82	FICUS	2.0	25.00
83	FICUS	0.6	25.00
84	FICUS	2.0	25.00
85	FICUS	2.0	25.00
86	FICUS	0.8	20.00
87	FICUS	0.8	20.00
88	FICUS	0.6	20.00

TREE DISPOSITION PLAN
SCALE: 1" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIORS DESIGN

LICENSE NO. AA-001494
MARKUS A. FRANKEL
LICENSE NO. ARD001443
ITAI BENAYOUN FISHMAN
LICENSE NO. ARD017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868 3665 FAX: (305) 868 3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD, WY. SUITE 4709
MIAMI, FLORIDA 33137

CIVIL ENG.

HOLLAND ENGINEERING INC.
Civil Engineers
3506 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL. 33021
(954) 357-0371 / (954) 357-0372 FAX
SUSAN C. HOLLAND, PE
Reg. No. 47831

LANDSCAPE ARCH.

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1000 N. W. 11TH STREET, SUITE 101
MIAMI, FLORIDA 33136

STRUCTURAL ENG.

MEYER

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE _____ DATE _____

NO.	REVISION	DATE	BY

DRAWING TITLE

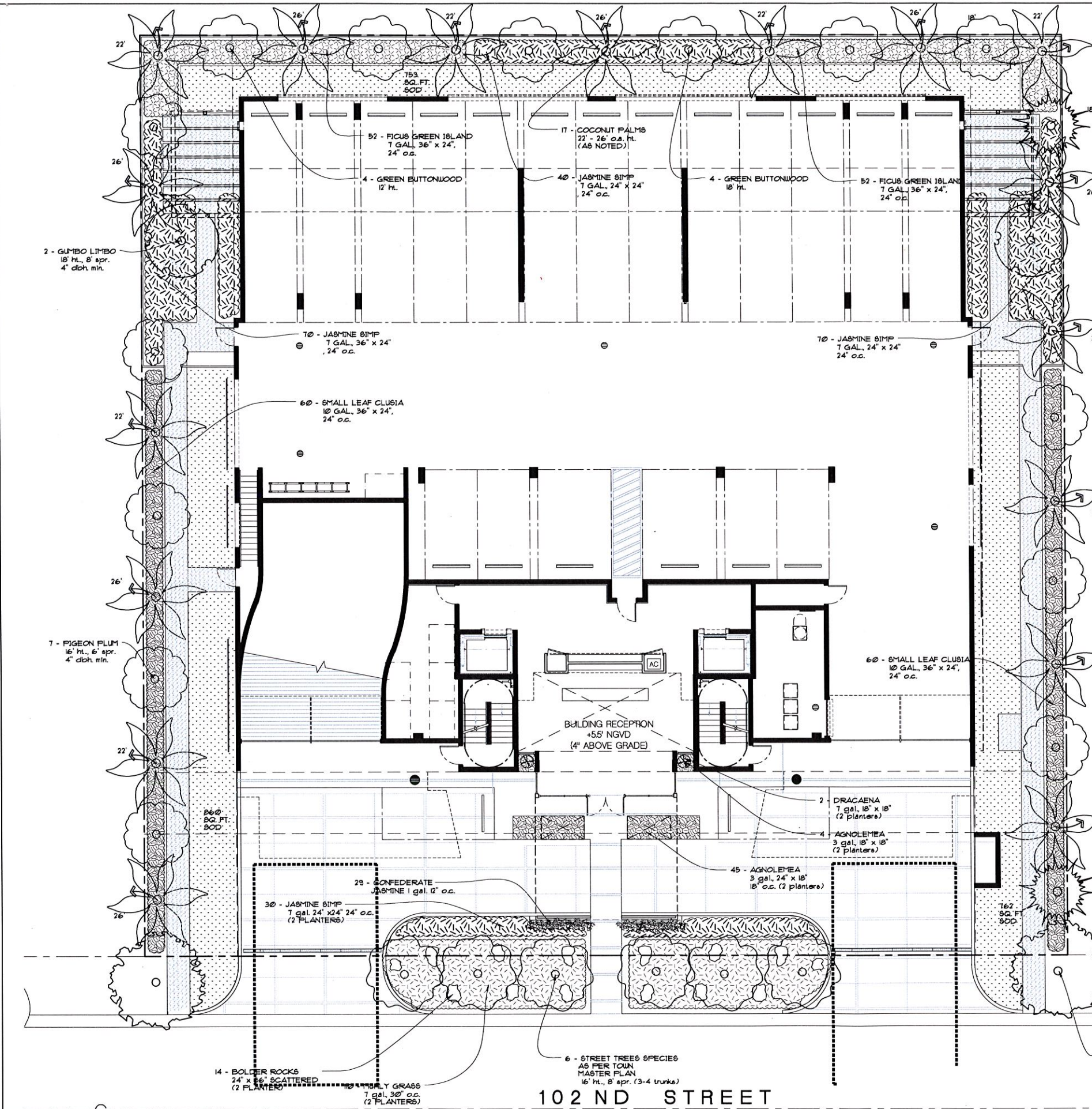
Survey

SCALE _____ DATE OCTOBER 13, 2014

SHEET NUMBER

D-1

F&Z BOARD SUBMITTAL



Town of Bay Harbor Island				
Landscape Code (Sec. 24-16) Requirements				
Multi-Family Residential - Townhouse Sites (RM-1, RM-2, RM-3)				
Property Address: 1150-1160 102 Street Bay Harbor Island, 33154				
Net Lot Area Acres	0.519	Net Lot Area (Sq. Ft.)	22,500	
A. Open Space Requirement				
Net Lot Area	22,500	S.F. x 20% = 4,500	REQUIRED	PROVIDED
			Min. 4,500	5,577
B. Maximum Lawn Area Allowed				
Req. open space	4,500	S.F. x 60% = 2,700	Max. 2,700	2,284
C. Shade Trees Required				
1. 28 trees/acre	28 x 0.519	Required Trees	15	122
2. Native Species Required	50%	Required Trees	8	28
3. Drought Tolerant and Low Maintenance Species Required - 50%		Required Trees	7	73
(NOTE: No more of required trees can be palms)				
D. Shrubs Required				
1. 10 shrubs/required per tree		Required Shrubs	150	2,339
2. Native Species Required - 30%		Required Shrubs	45	780
3. Drought Tolerant and Low Maintenance Species Required - 50%		Required Shrubs	75	216
Minimum Tree Height - 5 Plus bldg.				
I. 25% of trees to be minimum 12' ft. ht.		Required Trees	4	4
II. 50% of trees to be minimum 16' ft. ht.		Required Trees	7	7
III. 25% of the trees to be minimum 18' ft. ht.		Required Trees	4	4
(Note: Maximum 25% Palms of required trees, I. 14', II. 22', III. 22' min. ht.)				
Street Trees (1 per 35' of frontage) = 150				
(Note: Street trees are not included in required tree calculation)				
R PLANT LIST				
QTY	COMMON NAME	BOTANICAL NAME	Drought Tolerant	SIZE / REMARKS
Trees and Palms				
4	Alexander Palm (spl.)	<i>Ptychosperma elegans</i>		15 o.e. 25 gal.
2	Alexander Palm (spl.)	<i>Ptychosperma elegans</i>		20 o.e. 45 gal.
10	Christmas Palms	<i>Adonis merillii</i>		10-15 ft. 45 gal. (opt.)
6	Coconut Palms	<i>Cocos nucifera</i>	6	15 - 20 o.e. ht., 30 gal.
17	Coconut Palms	<i>Cocos nucifera</i>	17	22 - 28 ft. ht., 55 gal.
17	Florida Thatch Palm	<i>Thrinax radiata</i>	10	6 ft. ht., 25 gal.
2	Gumbo Limbo	<i>Bursera simaruba</i>		18 ft. x 8 spr. 45 gal. 4' dbh.
12	Lady Palm	<i>Rhapis excelsa</i>		6 ft. ht., 10 gal.
9	STREET TREE SPECIES PER TOWN MASTER PLAN			18 ft. x 8 spr. 4' dbh. min.
2	Montgomery Palms	<i>Veitchia montgomeryana</i>		10 - 15' 22 o.e. 65 gal.
7	Pigeon Plum	<i>Coccoloba diversifolia</i>	7	16 o.e. ht. x 7 spr. 45 gal.
4	Green Buttonwood	<i>Podocarpus erectus</i>	4	12 o.e. ht. x 6 spr. 65 gal.
4	Green Buttonwood	<i>Podocarpus erectus</i>	4	18 o.e. ht. x 6 spr. 65 gal.
24	Ponytail Palm	<i>Beaucarnea recurvata</i>	24	4 ft. x 3 spr. 15 gal.
1	Sabal Palm	<i>Sabal palmetto</i>	1	18 o.e. Botted B&B
6	STREET TREE SPECIES PER TOWN MASTER PLAN			16 ft. x 6 spr. 45 gal.
2	Sylvester Date Palm	<i>Phoenix sylvesteria</i>		26 o.e. 20 g.w.
122	Total	28	73	
Shrubs and Groundcovers & Vines				
53	Agalomea 'Silver Bay'	<i>Agalomea</i>		3 gal. 18" o.c.
237	Asparagus	<i>Asparagus Foxtail</i>		3 gal. 18" o.c.
39	Bromeliad	<i>Alcantarea imperialis</i>		10 gal. 30" - 30" ht.
23	Bromeliad	<i>Alcantarea imperialis</i>		7 gal. 24" - 24" ht.
163	Confederate Jasmine	<i>Trachelospermum jasminoides</i>		3 gal. 12" o.c.
220	Natal Plum	<i>Cassia macrocarpa</i>		3 gal. 18" o.c.
186	Ficus 'Green Island'	<i>Ficus microcarpa 'Green Island'</i>		7 gal. 24" ht. 24" o.c.
382	Ficus 'Green Island'	<i>Ficus microcarpa 'Green Island'</i>		3 gal. 12" o.c.
6	Felice Agave	<i>Furcraea florida 'Virens'</i>		10 gal. 30" - 30" ht.
110	Florida Munny Grass	<i>Manisuris capillaris</i>		7 gal. 30" ht. 30" o.c.
340	Golden Creeper	<i>Variegata pittosporum</i>	170	3 gal. 18" o.c.
210	Jasmine Simp	<i>Jasminum volubile</i>		7 gal. 24" x 24" 24" o.c.
120	Small Leaf Clusia	<i>Clusia guineensis</i>	45	7 gal. 30" o.c.
2	Song of India	<i>Dracaena Reflexa</i>		7 gal. 24" x 18"
248	White Indian Hawthorn	<i>Raphicarpis indica</i>		7 gal. 24" o.c.
2,339	Total	780	216	
2,284 Total S. Augustine Sod ground floor				
1,450 Total Artificial Sod on roof by: "SYNLAWN" see L-7				
PLANTING NOTES				
1. IF THERE ARE ANY DISCREPANCIES BETWEEN QUANTITIES ON PLAN VERSUS QUANTITIES FROM PLANT LIST, THE PLANS TAKE PRECEDENCE.				
2. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC SPRINKLER SYSTEM w/ 100% COVERAGE AND 100% OVERLAP BETWEEN HEADS.				
3. LANDSCAPE BEDS IN SOD AREAS MUST BE GRADED SO WATER IS SAND / TOPSOIL MIX.				
4. ALL SOD AREAS TO RECEIVE 2" OF 80/20 LAKE WALES FLORATAM.				
5. MULCH ALL PLANTING BEDS WITH 3" OF CYPRESS OR EUCALYPTUS MULCH.				
6. PLANTING BEDS SHOULD RECEIVE 4" OF QUARTERS MIX PLANTING SOL.				
7. ALL SOD AREAS TO BE ST. AUGUSTINE PALMETTO, SOD SOD.				
8. ALL PLANT MATERIAL TO BE FLORIDA #1 OR BETTER.				

LANDSCAPING:
SITE AREA = 22,500 SF
LANDSCAPE AREA REQUIRED (20%) = 4,500 SF
LANDSCAPE AREA PROVIDED (25%) = 5,577 SF

LEVEL 1 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

OR. ENG.
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, PE
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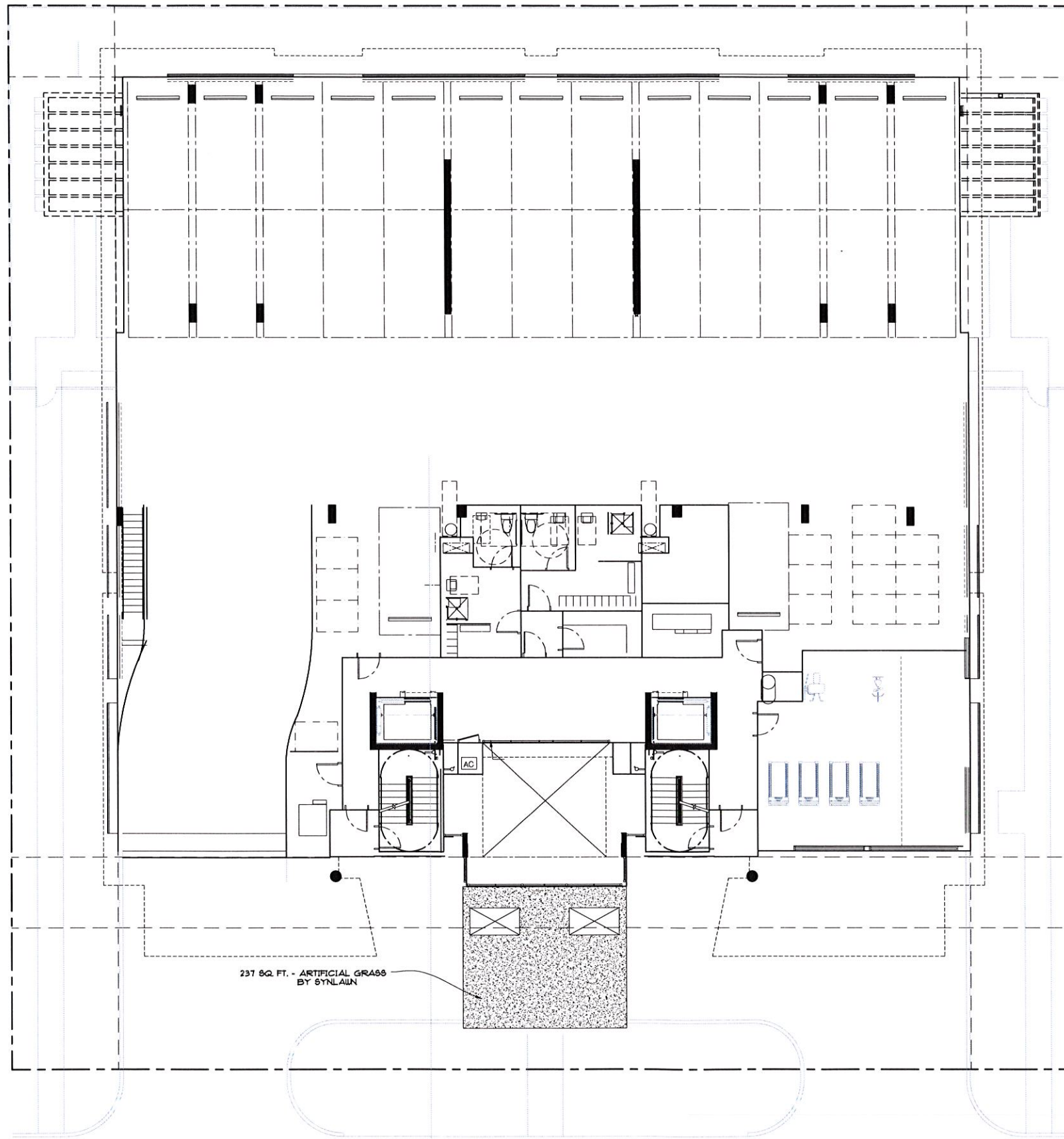
LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1800 N.W. 11 STREET MIAMI, FL 33136
(305) 571-0000 FAX: (305) 571-0001

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE
NO. REVISION DATE BY
DRAWING TITLE
LEVEL 1
SCALE DATE
OCTOBER 13, 2014
SHEET NUMBER
L-1
P&Z BOARD SUBMITTAL



LEVEL 2 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
JUDITH BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
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OWNER / DEVELOPER
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
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(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
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LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
440 S.W. 41 STREET SEASIDE FL 33414
TEL: (561) 866-0948 FAX: (561) 866-0949

STRUCTURAL ENG.

M.P. ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

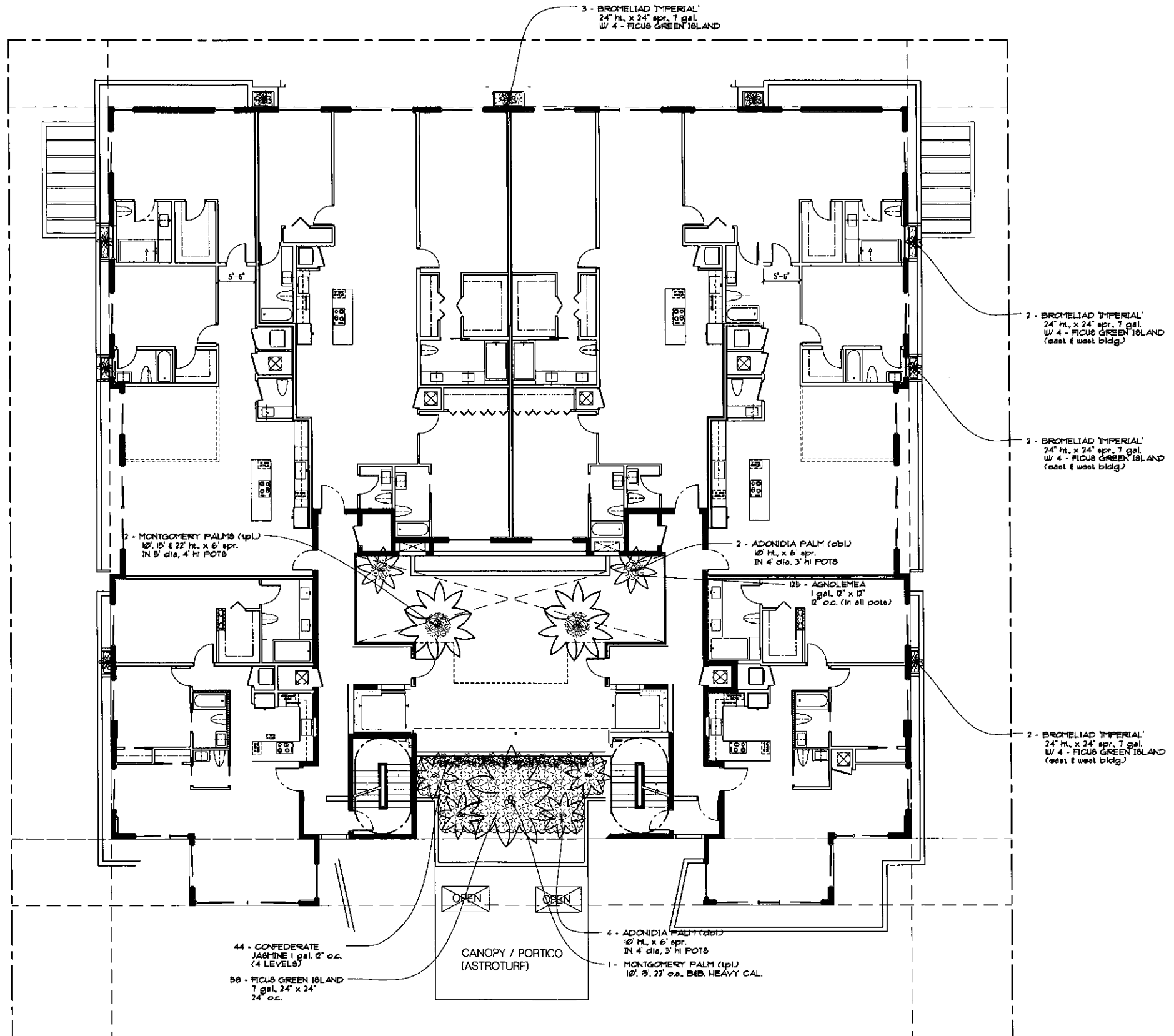
SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 2

SCALE DATE
OCTOBER 13, 2014

SHEET NUMBER
L-2

P&Z BOARD SUBMITTAL



LEVEL 3 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001484
MARKUS A. FRANKEL
LICENSE NO. AR0005143
JPHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 888 3665 FAX: (305) 888 3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
PEARL HOUSE, LLC
290 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

DATE: 10/13/2014
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
ROBERT PARSLEY A.S.L.A.
APCS 01155237 ADAMS R. TITUS
18100 10th AVE. APT. 3, MIAMI, FL

STRUCTURAL ENG.

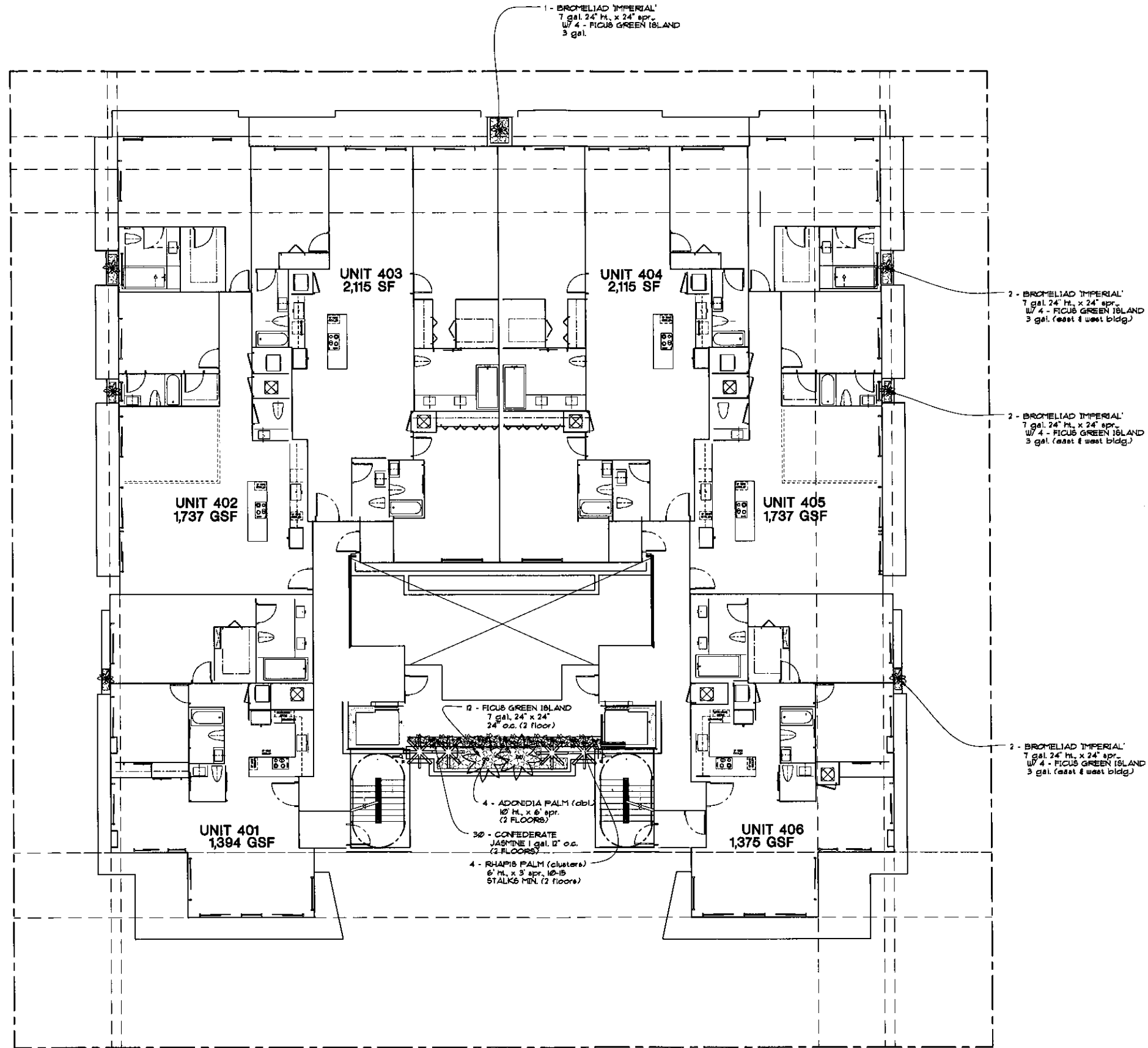
MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 3

SCALE: 1/8" = 1'-0"
DATE: OCTOBER 13, 2014
SHEET NUMBER
L-3
P&Z BOARD SUBMITTAL



LEVELS 4 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143

ITZAR BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

DIRECTOR / DEVELOPER

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4708
MIAMI, FLORIDA 33131

CHA. ENG.

HOLLAND ENGINEERING INC.
civil engineers
3905 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(854)367-0371 / (954)367-0372 Fax
SUSAN C. HOLLAND, PE
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LANDSCAPE ARCH.

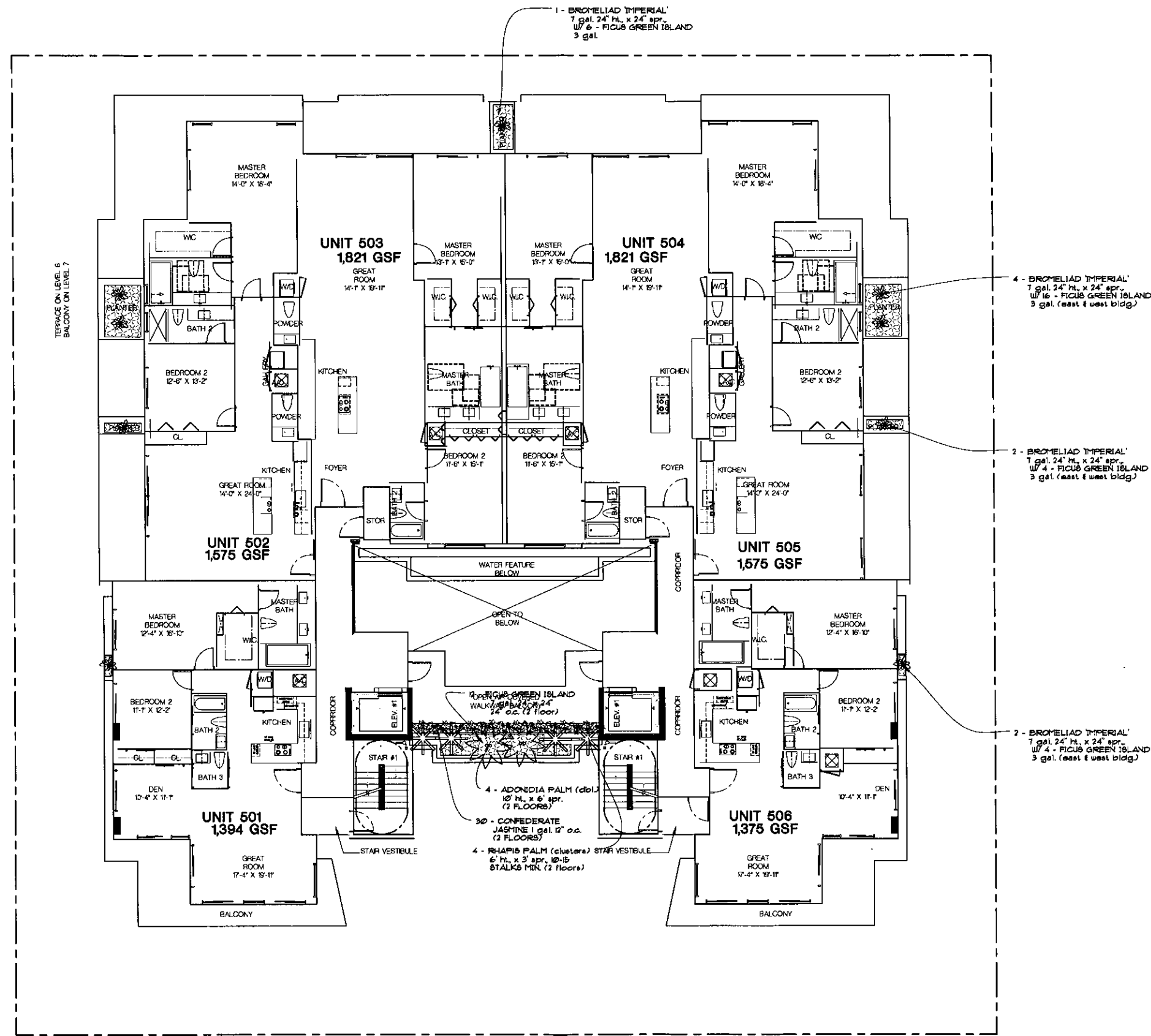
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARKLEY A.S.A.
1471 N. W. 11 STREET, SUITE 10, MIAMI
FL 33136, FLORIDA, USA

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
DRAWING TITLE			
LEVEL 4			
SCALE		DATE	
		OCTOBER 13, 2014	
SHEET NUMBER			
L-4			
P&Z BOARD SUBMITTAL			



LEVEL 5 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
THATY BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 RAKE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3695 FAX: (305) 868-2950
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
PEARL HOUSE, LLC
200 ESCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33151

ON-SITE
HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 387-0371 • (954) 387-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARKLEY A.S.A.
480 S.W. 11 STREET SUITE 25, MIAMI
33135 FLORIDA PH: 305.584.1111

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

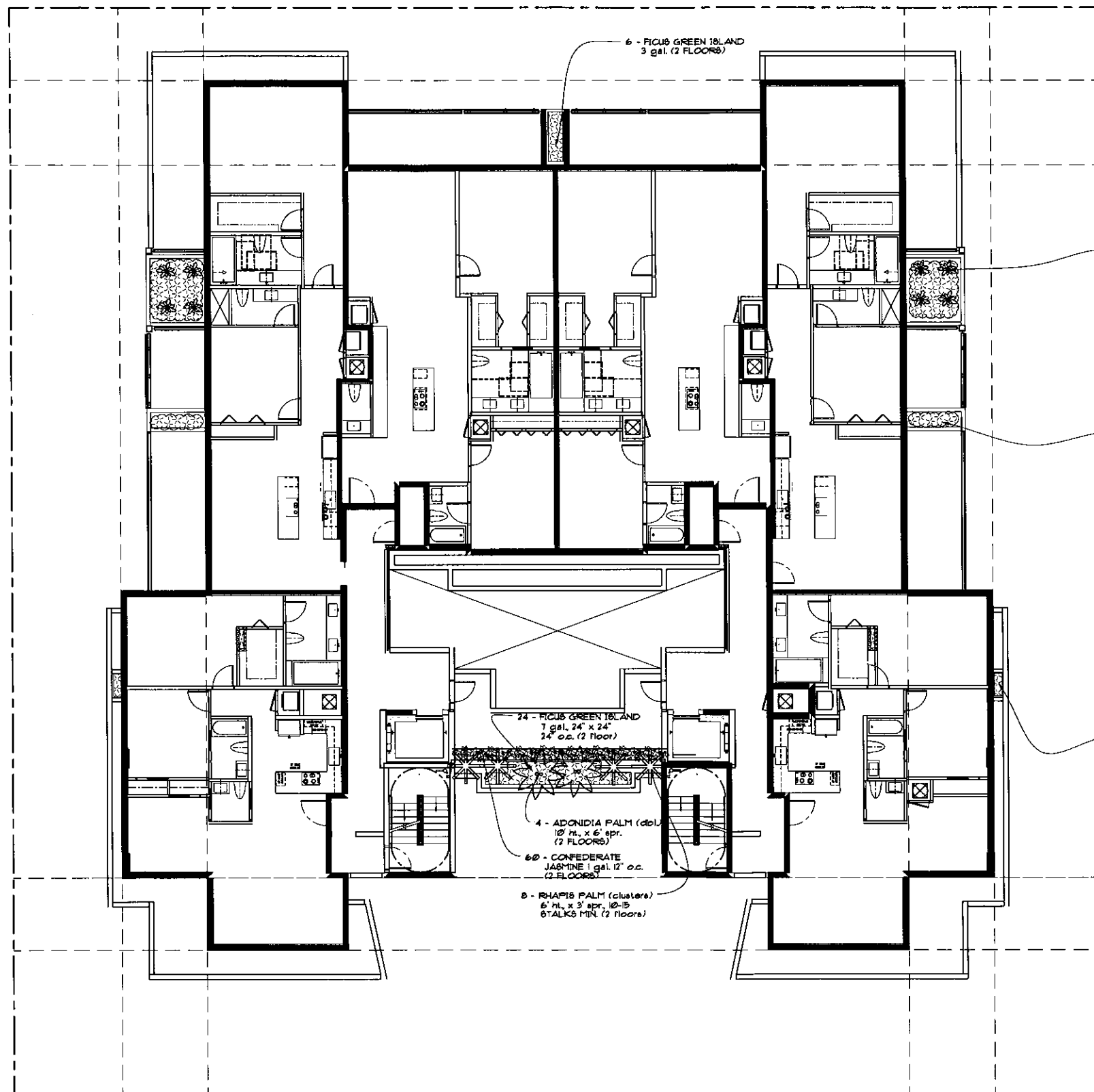
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NO.	PROJ.	DATE	BY

DRAWING TITLE
LEVEL 5

SCALE DATE
OCTOBER 13, 2014

SHEET NUMBER
L-5

P&Z BOARD SUBMITTAL



LEVELS 6 & 7 PLANTING PLAN

SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
ITHA BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 888-3885 FAX: (305) 888-3850
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4708
MIAMI, FLORIDA 33131

ONL. ENG.

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 ARCH.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARKLEY A.S.A.
1001 N. W. 11th St. Suite 1100
MIAMI, FLORIDA 33136

STRUCTURAL ENG.

MEP ENG.

LE JARDIN

NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	PERSON
DATE	BY

DRAWING TITLE
LEVEL 6 & 7

SCALE DATE OCTOBER 10, 2014

SHEET NUMBER
L-6

P&Z BOARD SUBMITTAL

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET

SIGNATURE		DATE
NO	REVISION	DATE

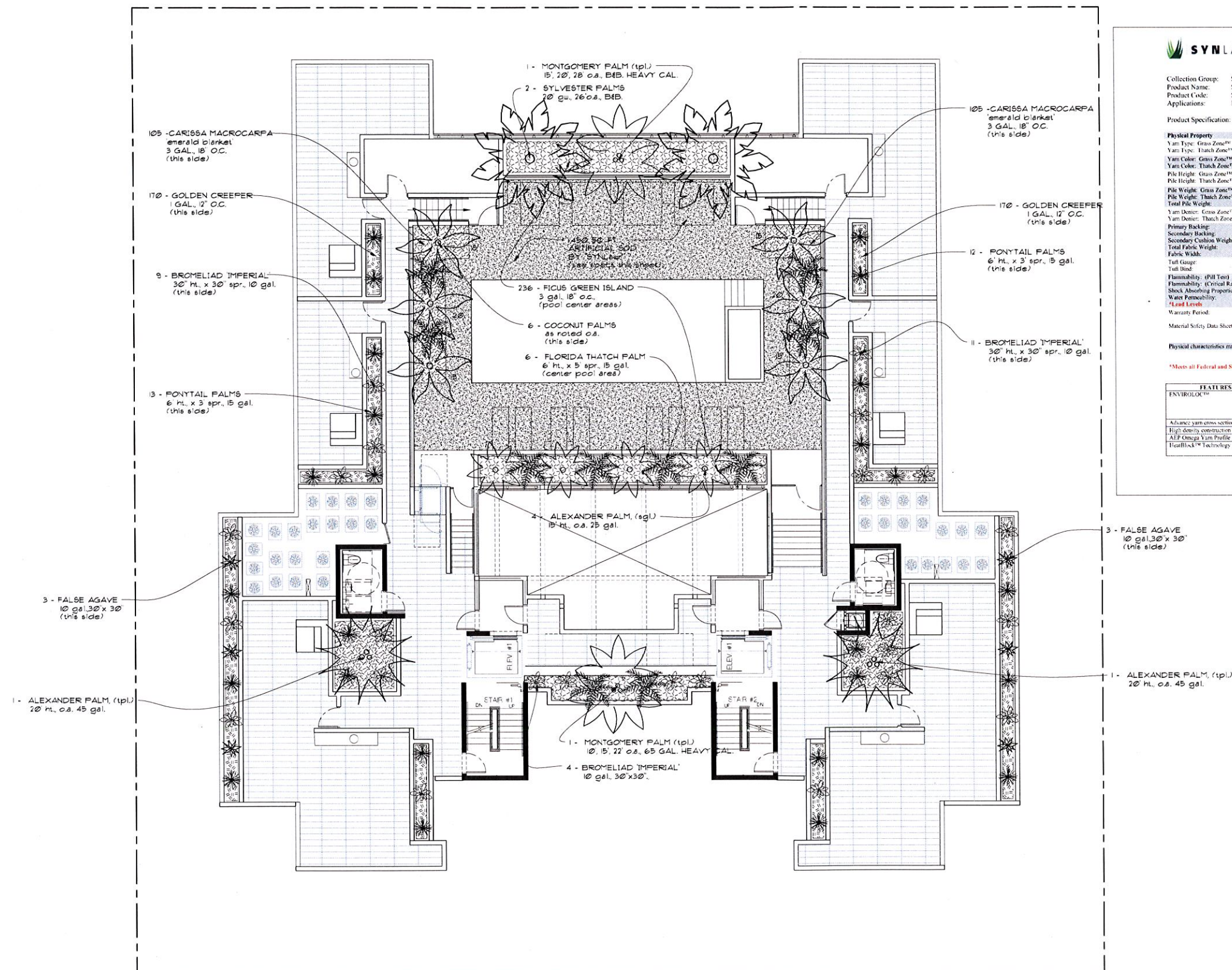
DRAWING TITLE

LEVEL 8 - R

SCALE _____ DATE OCTOBER _____

L-7

F&Z BOARD SUBMITTAL



SYNLAWN

PRODUCT DATA SHEET

Collection Group: SYNTipede[®]
Product Name: SYNTipede[®] 214
Product Code: ST 214
Applications: Landscape

Product Specification:

Physical Property	Physical Characteristic	Method of Determination
Yarn Type: Grass Zone™	Polyethylene w/ HeatShield™	n/a
Yarn Type: Thatch Zone™	Texturized Polypropylene	n/a
Yarn Color: Grass Zone™	Field Green Line	n/a
Yarn Color: Thatch Zone™	Tan/Green	n/a
Pile Height: Grass Zone™	1"	ASTM D 5823
Pile Height: Thatch Zone™	5/8" – 1 1/4"	ASTM D 5823
Pile Weight: Grass Zone™	40 oz.	ASTM D 5848
Pile Weight: Thatch Zone™	20 oz.	ASTM D 5848
Total Pile Weight:	60 oz.	ASTM D 5848
Yarn Denier: Grass Zone™	10.8/840	ASTM D 1557
Yarn Denier: Thatch Zone™	5,006/12 D	ASTM D 1557
Primary Backing:	8.0 oz. Woven	ASTM D 5848
Secondary Backing:	20.0 oz. Emvoloc™	ASTM D 5848
Secondary Cushion Weight:	n/a	ASTM D 5848
Total Fabric Weight:	38.8 oz/yd	ASTM D 5848
Fabric Width:	15 feet	n/a
Tuft Gauge:	3 x 8	ASTM D 5793
Tuft Denier:	2 – 8 lb.	ASTM D 1335
Flammability (Pill Test)	Pass	ASTM D 2859
Flammability (Crest Radiant Flux)	n/a	ASTM F 648
Shed, Absorbing Properties:	n/a	ASTM F 335
Water Permeability:	30 – 35 inches per hour	ASTM F 1551
<u>Lead Levels:</u>	<u>Compliant</u>	<u>ASTM F 2765-09</u>
Warranty Period:	See applicable Warranty Chart	
Material Safety Data Sheets	Provided upon request	29CIR19-01/200

Physical characteristics may vary within industry standards.

*Meets all Federal and State of California minimum lead level requirements

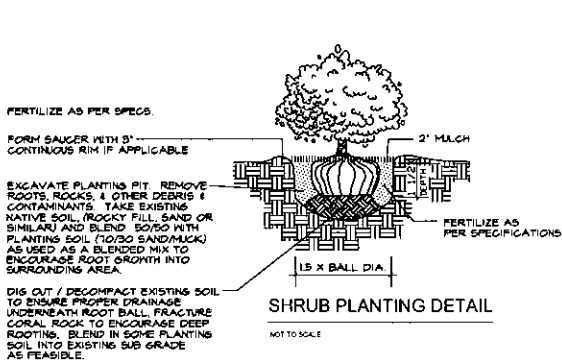
FEATURES	BENEFITS
ENVIROLOGIC TM	• Incorporates BioCell[®] technology with one of the most technically advanced and environmentally friendly backing systems in the industry • 60-70% green by weight, greater dimensional stability
Advance yarn cross section	• Maximum resiliency
High density construction	• Greater durability
AEP Omega Yarn Profile	• Cooler surface temperature
HeatBlock [®] Technology	• Reflects more heat away from the surface making yarn 15° cooler than other carpet

Updated 3/11/2014

LEVEL 8 - ROOF PLANTING PLAN

SCALE: $\frac{1}{8}" = 1'-0"$





PLANT SPACINGS

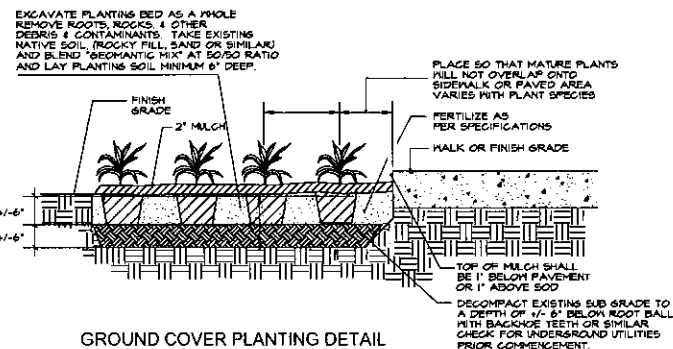
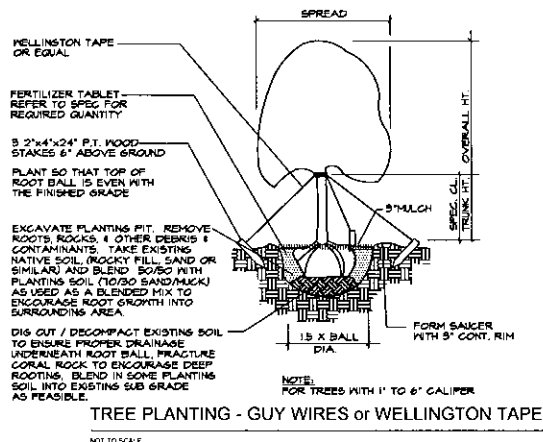
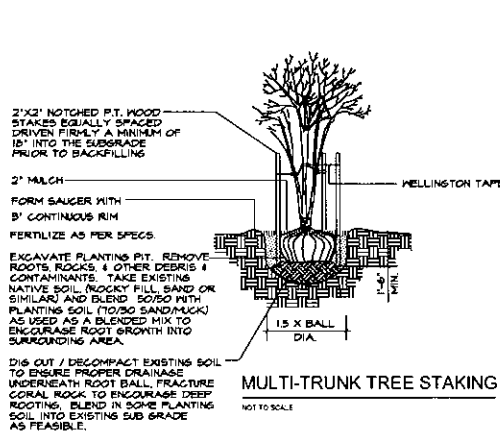
PLANT SPACINGS	ROW SPACINGS
12"	10'4"
18"	15'6"
24"	20'8"
30"	26'0"
36"	31'2"
48"	41'6"
60"	52'0"

NOTE: IN MOST CASES TRIANGULAR SPACINGS IS PREFERRED. USE SQUARE SPACINGS ONLY IN SMALL RECTILINEAR AREAS.

TYPICAL PLANT SPACINGS

SQUARE SPACINGS PLAN

TRIANGULAR SPACING PLAN

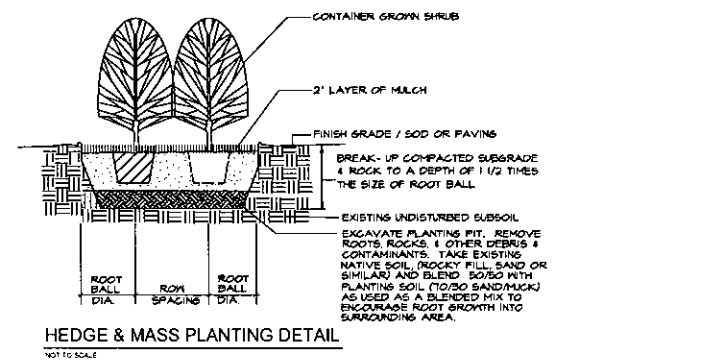
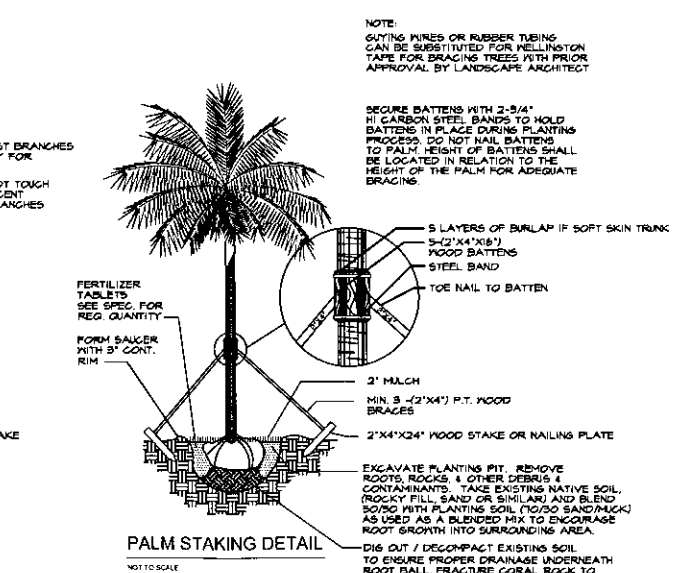
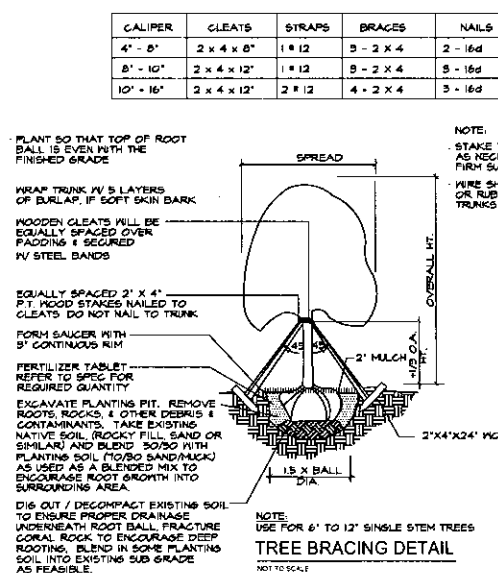
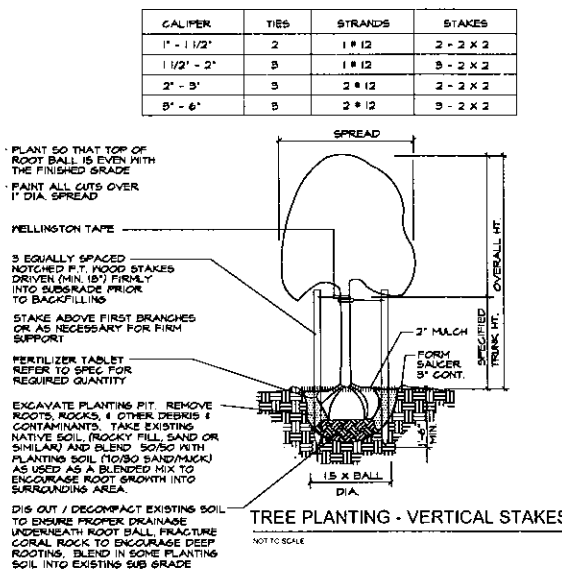


PLANTING SPECIFICATIONS AND WARRANTIES

- 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 plans will take priority. Please notify L.A. of any discrepancies.
- Only unit price installed planting bids based on Landscape Architect's planting plans 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 pricing 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 "Geomatic Mix" planting soil. See soil specification.
- Planting soil specification: "Geomatic 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" 15-7-10, 1/2 hand full for 1 - 3 gallons, 1 hand full for 1-20 gallon, and 4 hands full for ball and burlapped (B & B) material.
- Fertilize all B&B material with 10" Agriform tablets or equal.
- Mulch all landscape areas with 2" - 3" of Eucalyptus or Metrosideros mulch (No cypress or red color mulch).
- All soil areas laid with St. Augustine "Palmetto" to be hand raked prior to installing the sod.
- All soil areas to be top dressed with 2" of 80/20 Lake Wales silica sand/ Florida peat moss prior to sodding.
- All plant material, excluding B&B, 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 as prescribed by Landscape contractor.
- Note: Hurricanes 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 assure 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% overlaps, 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, etc. 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 ensure that all construction materials and other construction debris 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 road areas, Landscape contractor to decompact soil with back hoe teeth to a depth of 4" and add 3" of top soil for sodding.
- All circular pits to be excavated with 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 saws or similar and leave clean cuts.
- Wrap balls with shrink wrap plastic, back filling with shredded peat moss, fill 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 find root ball when harvesting.
- 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 back off 1/2" large piece of existing coral rock, 1/2-36" 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 \$800 per caliper inch.
- Remove plastic backfill with 50% existing soil blended with 50% planting soil plus 1/2 bale of Canadian peat moss for palms and 1/2 bale for trees.
- Backfill, sink, place in Agriform fertilizer tablets per recommendations, brace, 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.



PLANTING DETAILS

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494

MARKUS A. FRANKEL
LICENSE NO. AR0001143
FRANK BENAYOUN FISHERMAN
LICENSE NO. AR0017273

1177 WAVE CONDOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 864-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / SUBOWNER

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4708
MIAMI, FLORIDA 33137

DATE

HOLLAND ENGINEERING INC.
Civil Engineer
3000 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(854)367-0371 • (854)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECT
ROBERT FARLEY A.S.L.A.
1115 N. STREET, SUITE 101, MIAMI
BEACH, FLORIDA 33139

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO. REVISION DATE BY

DRAWING TITLE

PLANTING DETAILS

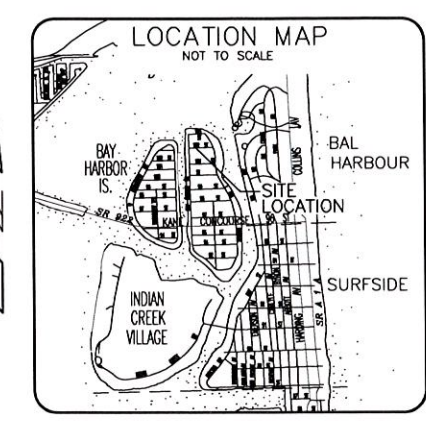
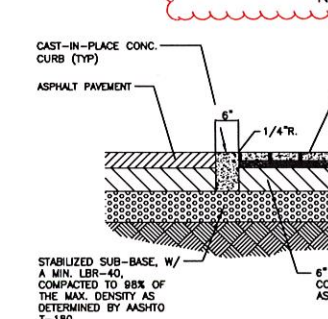
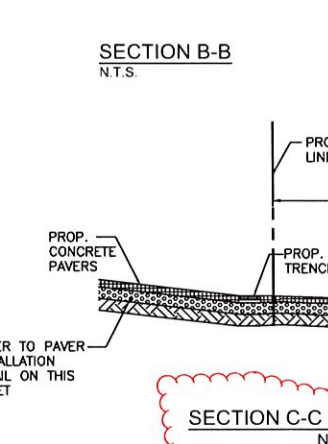
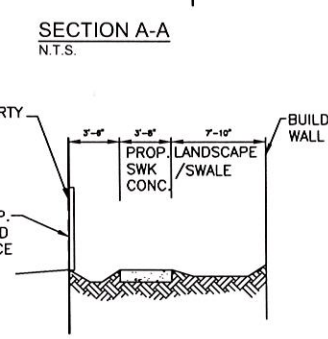
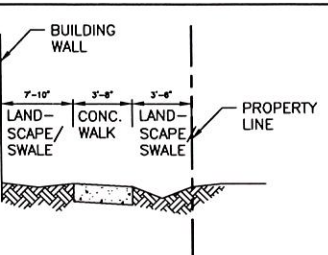
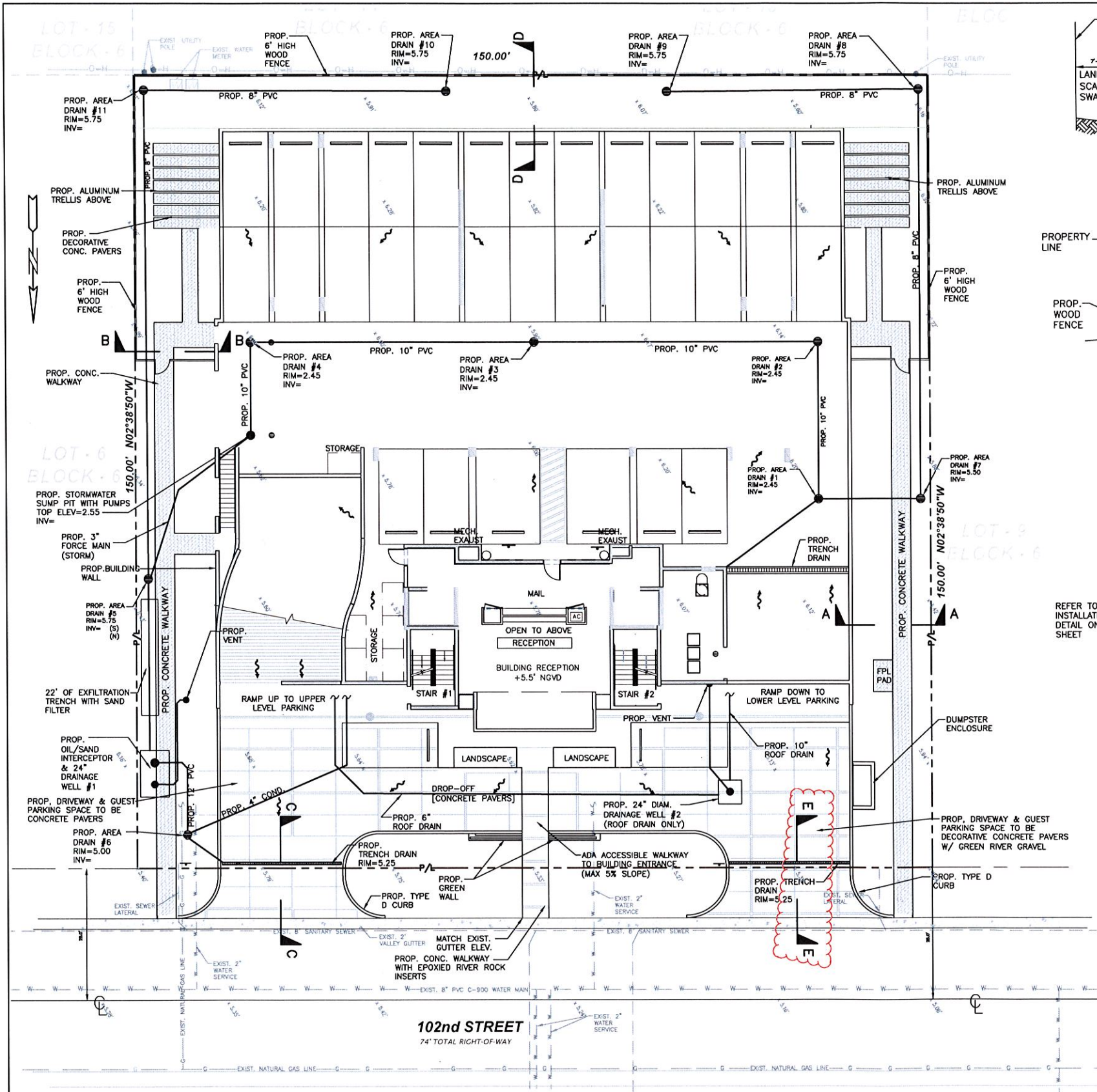
SCALE DATE

OCTOBER 13, 2014

SHEET NUMBER

L-8

PS2 BOARD SUBMITAL



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.

- PAVER INSTALLATION DETAIL**
- NOTES:
1. EXISTING VALLEY GUTTER TO BE REPLACED WHERE CRACKED OR DAMAGED.
 2. EXISTING OVERHEAD POWER LINES TO BE REMOVED AND INSTALLED UNDERGROUND.
 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 SYSTEM.
 6. CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE AND IRRIGATION PIPES.
 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% (1/8 INCH/FT) SLOPE.
 10. REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS.

- LEGEND**
- PROPOSED CONCRETE
 - PROPOSED CONC. 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 PLAN

SCALE 1" = 10'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001484

MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3659 FAX: (305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER:

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CONSULTING ENGINEER:

HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
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Reg. no. 41831

LANDSCAPE ARCHITECT:

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
2015 W. 11TH STREET, SUITE 101
MIAMI, FLORIDA 33135

STRUCTURAL ENGINEER:

MEP ENGINEER:

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102ND STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

NO.	REVISION	DATE	BY

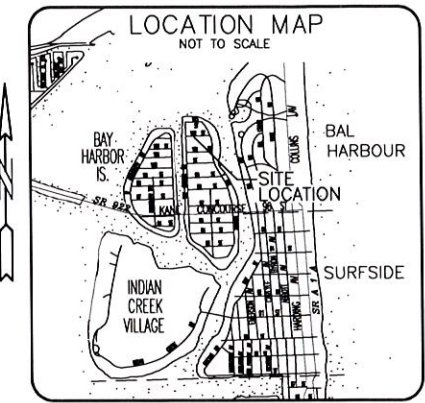
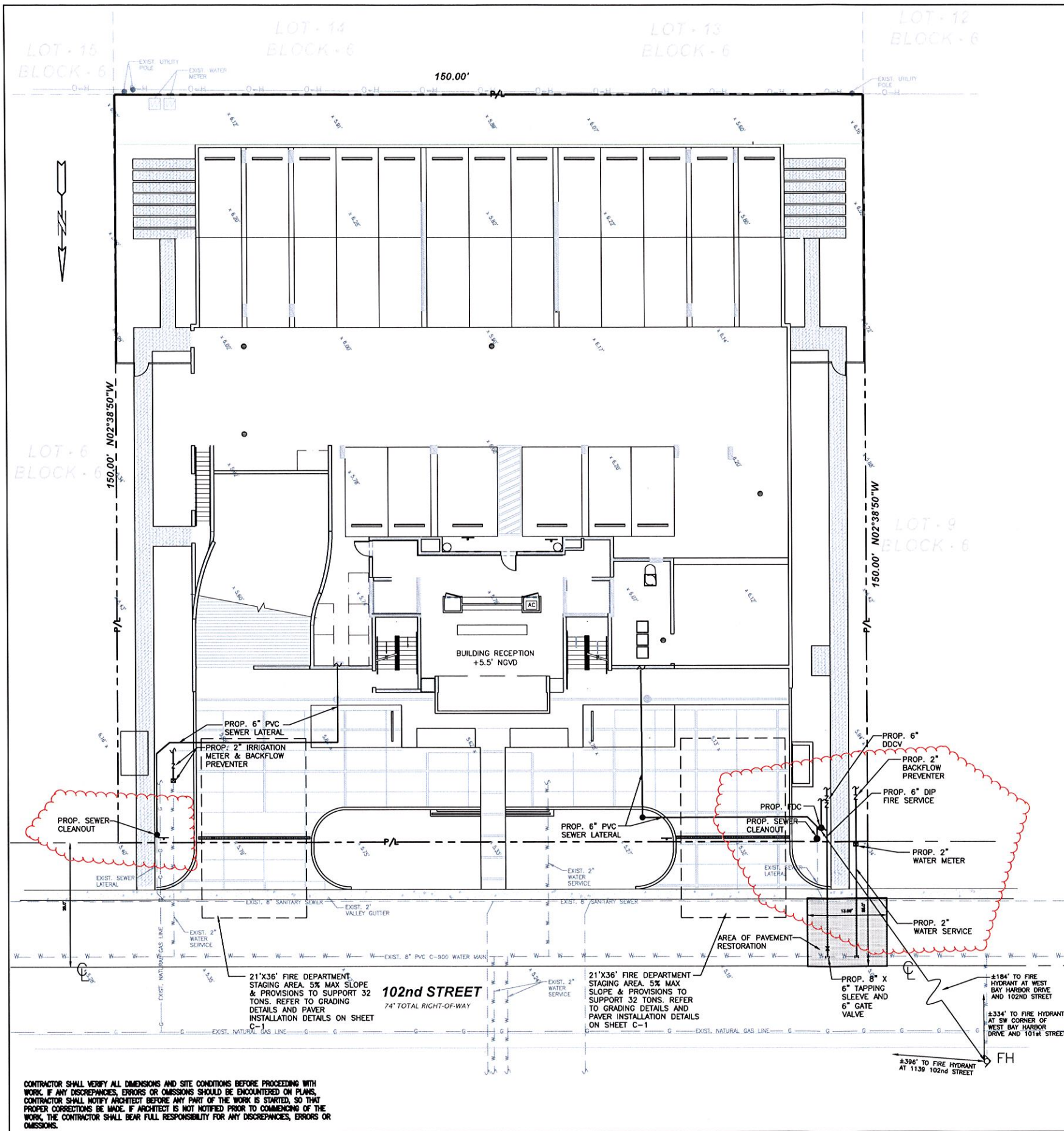
DRAWING TITLE:

PAVING, GRADING & DRAINAGE PLAN

SCALE: 1"=10'

DATE: NOVEMBER 4, 2014

SHEET NUMBER: **C-1**



- 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

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LEGEND

- PROPOSED CONCRETE
- PROPOSED CONC. 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
- EXISTING FENCE
- EXISTING WATER
- EXISTING GAS

FRANKEL BENAYOUN ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001484

MARKUS A. FRANKEL
LICENSE NO. AR0001143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR00017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3888 FAX: (305) 868-3880
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER:

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG:

HS HOLLAND ENGINEERING INC.
civil engineers
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HOLLYWOOD, FL - 33021
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Reg. no. 41831

LANDSCAPE ARCH:

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
1001 N. FLORISSANT, MIAMI FL 33134
PHONE: 783-0000 FAX: 783-0000

STRUCTURAL ENG:

MEP ENG:

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE: _____ DATE: _____

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DRAWING TITLE:

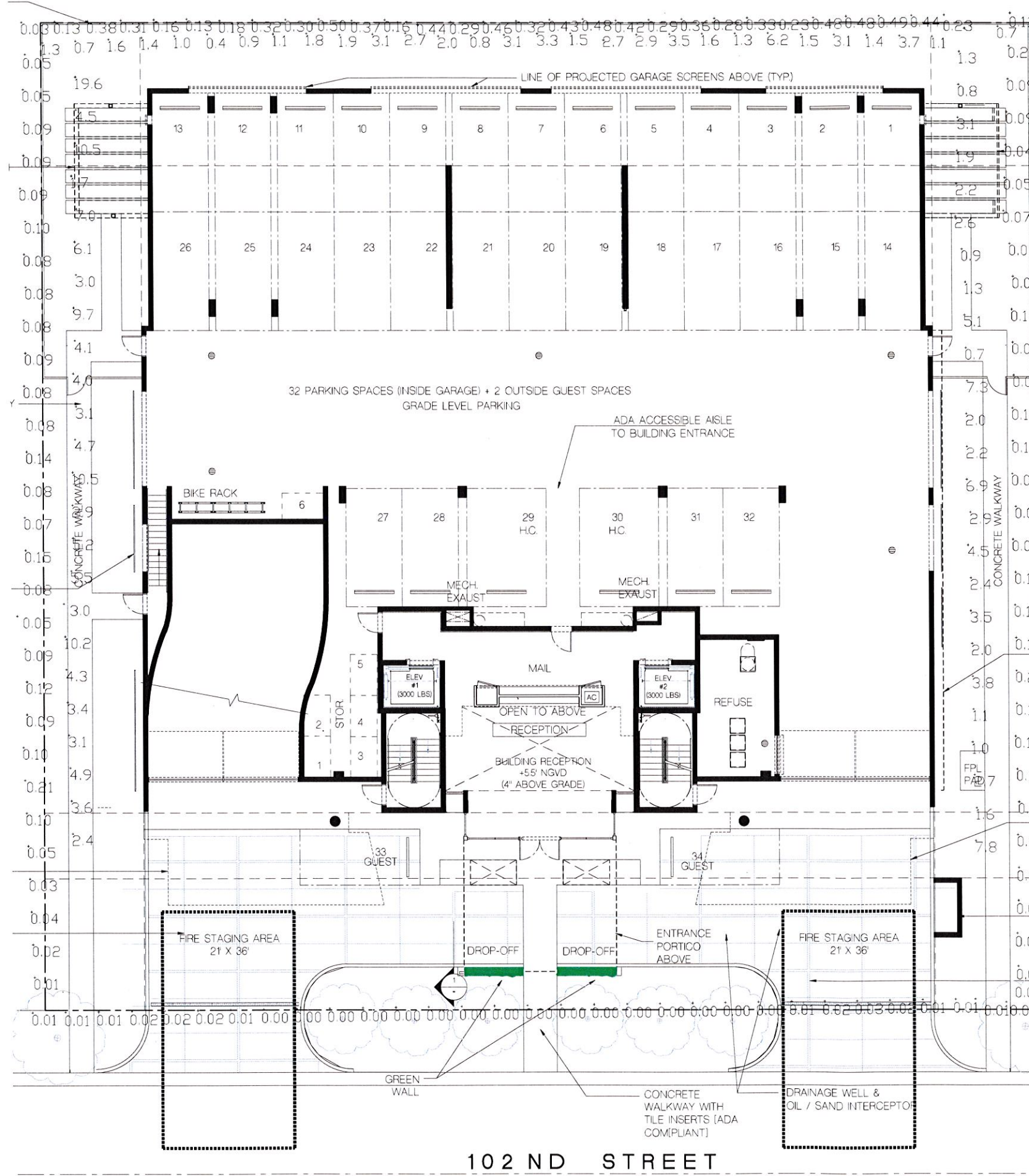
WATER AND SEWER PLAN

SCALE: 1"=10'

DATE: NOVEMBER 4, 2014

SHEET NUMBER: **C-2**

WATER AND SEWER PLAN
SCALE 1" = 10'-0"



ALUMINUM TRELLIS ABOVE

Luminaire Schedule									
Project: Bay View 102									
Symbol	Qty	Label	Description	Lumens	LLD	LDD	LLF	Lum. Watts	Total Watts
	40	LP	PATH LIGHT TWIN 20WMR16 FL 40 @ 3 FT AFG		1000	1000	1000	0	0

Calculation Summary					
Project: EDGEWATER SPILL					
Label	Avg	Max	Min	Avg/Min	Max/Min
EAST PL	0.09	0.22	0.01	9.00	22.00
NORTH PL	0.31	0.50	0.03	10.33	16.67
SOUTH PL	0.01	0.03	0.00	N.A.	N.A.
LINE OF PROJECTED GARAGE SCREENS ABOVE (TYP)	0.08	0.21	0.01	8.00	21.00
SIDEWALK (EAST)	2.86	7.8	0.7	4.09	11.14
SIDEWALK (NORTH)	2.19	7.5	0.4	5.48	18.75
SIDEWALK (WEST)	5.71	19.6	1.7	3.36	11.53

LINE OF WALL OF BUILDING ABOVE

PORCELAIN ON CMU DUMPSTER ENCLOSURE TO 6' HEIGHT W/ METAL GATES

DRIVEWAY & GUEST PARKING TO BE DECORATIVE CONCRETE PAVERS WITH STONE INSERTS

102 ND STREET



SITE PLAN - PHOTOMETRIC
SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS, INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
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LICENSE NO. AR0007143
FRANK BENAYOUN, P.S.D., M.A.S.
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LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

DATE: 11/13/2014
HOLLAND ENGINEERING INC.
civil engineers
3500 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 ASLA
1400 S.E. 11 STREET SUITE 101
MIAMI BEACH, FLORIDA 33134

STRUCTURAL ENGINEER

MEP ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**SITE PLAN
PHOTOMETRIC**
SCALE 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-E.01
P&Z SUBMITTAL

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 17.

ITEM: Appointment of two Council Members to the Board of Trustees (Retirement Board). One appointment will be for a two year term and the other one will be for three years.

DESCRIPTION:

The current members of the Board are Council Member Isaac Salver and Vice Mayor Stephanie Bruder. Only Council Member Salver has expressed a desire to be reappointed. If he were to be reappointed his term would end 2018. The other vacant term will expire 2017.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 18.

ITEM: Consideration and Approval of the 2014-2017 Collective Bargaining Agreement Between the Town Of Bay Harbor Islands Police and Miami-Dade County Police Benevolent Association. Enclosed find a copy of the contract highlights.

DESCRIPTION:

The Town has negotiated a three (3) year contract with the Bay Harbor Islands Police, PBA which covers a range of benefits from salary, creating a take home police vehicle program; deferred retirement option plan and a military/police prior service buy back program.

There were minor changes to the existing contract benefits that included the officers longevity pay, medical stipend pay and pension multiplier, creation of a rank of corporal. Also, part of the proposed contract the Town would have the option to have a 12 hour duty schedule that will have a great impact to operational efficiency and uniform patrol coverage.

Staff recommends approval of this three (3) year contract with the Bay Harbor Islands Police Department.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

See attachment.

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	PBA Contract Highlights	PBA Contract Highlights.docx
2.	Fiscal Impact - PBA Contract	collective bargaining agreement - cost.pdf

2014 -2017 Collective Bargaining Agreement: Highlights

- **3 Year Contract** (Town Request)
- **Creation of Corporal rank** which the Police Chief can designate an officer of his choice (Town Request)
 - Chief sole discretion
 - No ability to grieve a demotion
 - 3% pay increase
- **Police Schedule Adjusted to allow 12 hour tours** (Town Request)
- **Creation of Police Vehicle Take-Home Program** (\$40,000 annual)
 - Officers will be pay for gas depending the location of their residence
- Officers with over 20 years of service will be allowed to keep their gun and shield (Minimal Cost)
- **Salary** (\$30,000 annual)
 - Police Officers; 1% for each year of the contract
 - Sgt./Lt. : 2% for each year of the contract
- **Pension Multiplier** increased from 3.25% to 3.50% (\$50,000 annual estimated)
 - The cost of this item will be covered with the funds received from state 185 monies (No cost to BHI)
- **Longevity Increase** of 5% will be extended to members with 20 years and 30 years of service (\$4,500 annual: dependent of MOS reaching years of service)
- **Bankable Compensatory Time Bank:** Increase the amount an officer can keep on the books for use in an emergency from 160 hours to 200 hours. (No cost to BHI)
 - This time cannot be used for pension calculations

- **DROP Program:** Town and PBA will form a committee to develop a DROP (Deferred Retirement Option Program) (No cost to BHI)
 - Program not to cost the city to administer with all costs to be covered by members contributions or plan interest growth
- **Medical Stipend:** Increase from \$350 to \$375 (\$7,000 annual)
 - Monthly stipend from date of retirement eligible members until they reach age for Medicare which makes this a limited benefit
- **Military/Police Service Buy Back Program (No cost to BHI)**
 - Allow members to buy up to 4 years of prior service in either military or police careers
 - All cost of buy back will be at the expense of the member

TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: AUGUST 26, 2015
TO: MAYOR AND TOWN COUNCIL
THROUGH: RONALD J. WASSON, TOWN MANAGER
FROM: ALAN K. SHORT, FINANCE DIRECTOR
RE: ESTIMATED COSTS OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The analysis that follows is based on my understanding of the currently proposed collective bargaining agreement for the period from October 1, 2014 to September 30, 2017. It includes wage increases of 1% for police officers effective October 1, 2014, 2015, and 2016. Wage increases of 2% on the same dates for sergeants and lieutenants are proposed. 5% Increases of base pay will be granted to all sworn officers upon attaining 20 years' service and again at 30 years. Officers promoted to corporal will receive a 3% increase in base pay. All officers will be assigned a take-home vehicle, necessitating a fleet increase of six vehicles. The pension multiplier for police service after October 1, 2014 will be increased from 3.25% to 3.5%. Estimated costs are as follows:

	2015	2016	2017
Wages (across-the-board, longevity, and corporal pay)	\$44,667	\$56,794	\$63,420
Six Leased Vehicles		\$43,200	\$43,200
Equip Six Vehicles		\$30,000	
Increase Pension Multiplier to 3.5% from 3.25% effective 10/1/14			\$70,000
Less: Annual "Excess" Ch. 185 funding			(\$26,000)
Net Cost Increase	\$44,667	\$129,994	\$150,620

It should be noted that in addition to the estimated \$26,000 in additional chapter 185 funding that can be used each year now and in the future to fund the ongoing cost of the pension multiplier increase, the Town will also be allowed to utilize the accumulated balance of "excess" Chapter 185 monies to fund the retirement plan. Currently the Town receives about \$43,000 in Chapter 185 funding yearly, but only about \$17,000 may be used to fund the cost of the retirement plan. The "excess" must be held aside to fund additional police benefits. As of October 1, 2014 the accumulated balance is \$198,656. Any restrictions on the use of these funds will be removed by the proposed agreement allowing them to be used to fund current benefits.

Adequate funds were budgeted for the wage increases in the 2015 and 2016 budgets. The pension cost increase will not affect the Town's minimum required contribution until 2017. Funding for the 2016 vehicle costs (\$73,200) will require an appropriation from reserves.

Other proposed changes in the contract such as the \$25 increase in the monthly health stipend received until age 65, the "buyback" of military time, and the establishment of a DROP program will have minimal or no cost impact on the Town.

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 19.

ITEM: Consideration and Approval of Change Order #10 in the amount of \$96,775.02 to provide shoring to support for additional concrete pier caps. The Council previously approved a change order for similar work on other piers, the ones included in this change order are in addition to those already approved.

DESCRIPTION:

Approval is hereby sought for Change Order number 10 in the amount of \$96,775.02, in favor of M&J Construction. Similar work was previously approved in Change Order # 04 on 5/11/15, when an amount of \$275,776.72 was approved to perform additional spall repairs of eight Pier Caps numbers 2,3,4,23,27,28,29 and 30. These repairs required that special stabilizing and jacking assemblies had to be designed, fabricated and installed.

During the execution of Change Order # 04, it was discovered that Pier Caps 24,25 and 26 also needed similar attention to the eight Caps that were previously approved. Special stabilizing and jacking assemblies would once again be incorporated into these repairs.

It is unlikely that staff will come back to Council to approve additional repairs associated with the Pier Caps.

The Total cost of CO # 04 and CO# 10 is \$372,551.74.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

The Total cost of Change of Orders #10 is \$96,775.02.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Change Order #10	CO #10.pdf
----	------------------	------------

HARDESTY & HANOVER, LLC
 Consulting Engineers since 1887
 1000 Sawgrass Corporate Parkway, Ste. 544
 Sunrise, FL 33323

Ph: (954) 835-9119 Fax: (954) 835-9130
 E-Mail: abanz@hardesty-hanover.com

TO: Town of Bay Harbor Islands
 9665 Bay Harbor Terrace
 Bay Harbor Islands, FL 33154

LETTER OF TRANSMITTAL

DATE: 8/27/2015	JOB NO. 2286.5
ATTENTION:	Randy Daniel, PE - Town Engineer
RE:	
	Project ID: BC 142
	Miami Dade County SR 922

WE ARE SENDING YOU: ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION	DISPOSITION
3			Change Order #010 for Supplement to CO #004 Deck	For Town Signature
			Shoring	

THESE ARE TRANSMITTED as checked below:

- | | | |
|---|---|---|
| ☐ For approval | ☐ Approved as submitted | ☐ Resubmit _____ copies for approval |
| ☐ For your use | ☐ Approved as noted | ☐ Submit _____ copies for distribution |
| ☐ As requested | ☐ Returned for corrections | ☐ Return _____ corrected prints |
| ☐ For review and comment | | ☐ _____ |
| ☐ For bids use _____ | | ☐ Prints returned after loan to us |

REMARKS: Please sign all 3 copies, Keep one for your files and return the other two copies of the
 Change Order for distribution

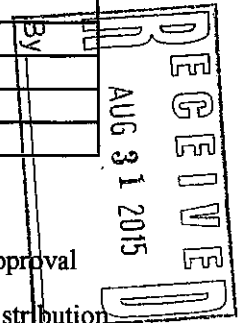
FROM: Al Banz, PE

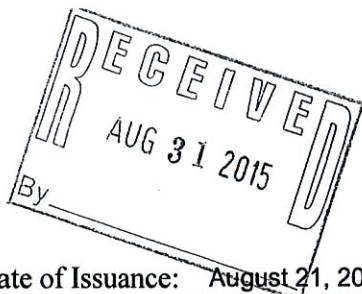
SIGNED: _____

COPY

TO: _____

If enclosures are not as noted, kindly notify us at once.





Change Order

No. 010

Date of Issuance: August 21, 2015

Effective Date: August 21, 2015

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: Contract Time started February 2, 2015	
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Supplement to CO# 004 to provide shoring to support the concrete pier caps at piers 24, 25 and 26, in addition to piers originally identified in CO# 004, to allow continued removal of spalled/delaminated pier cap and bearing pedestal concrete.

Attachments (list documents supporting change):

1. Original Temporary Suspension of Work Order
2. Original M&J Cost Proposal for Pier Cap Shoring

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 009 :

\$ 551,660.22

Contract Price prior to this Change Order:

\$ 12,019,274.40

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 96,775.02

Contract Price incorporating this Change Order:

\$ 12,116,049.42

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. N/A to No. N/A :

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 21 AUGUST 2015

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: Aug 24, 2015

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 24 Aug 15

Date:

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



To: "William Wilson" <w.wilson@mjconstruction.net>, Reilly <breilly@mjconstruction.net>,
Cc: "Randy Daniel" <rdaniel@bayharborislands.net>, "Ronald J. Wasson"
<rwasson@bayharborislands.net>, Michael Misiaszek/Hardesty_Hanover,
Bcc:
Subject: Temporary Suspension of Work Order
Project: 

Subject: Temporary Suspension of Work Order

Job Description: Town of Bay Harbor Islands, Broad Causeway over Intracoastal Waterway

Financial Project Number: 436093-1

Federal Aid Project Number: N/A

Contract Number: BC-142

County - Section Number: Miami-Dade

March 26, 2015

Attn: William Wilson
M&J Construction Company

Pursuant to authority under EJCDC C-700 Standard General Conditions of the Construction Contract, Article 16.01, all Contractor operations regarding the removal of spalled/delaminated concrete from the pier caps and bearing pedestals at the Intracoastal Waterway Bridge No. 875101, Piers 2, 3, 4, 23, 27, 28, 29, and 30 is hereby temporarily suspended as of March 26, 2015.

Contract Time will be charged during the period of this temporary suspension of the Contractor's operations and work or until a time impact analysis is submitted and approved.

The reason(s) for this suspension are stated below:

Due to deteriorated conditions of several pier caps greater than described on the Contract Plans, temporary shoring at the above referenced piers is required prior to further concrete removal to ensure the integrity of the beams and deck which the caps and bearing pedestals support. Please do not proceed with this work until receiving further direction. Price proposals and shoring schemes and procedures have been submitted to the CEI and Engineer of Record for review and approval. Procedures and concepts have been approved, however, final pricing has not been finalized. Upon resolution of final costs, final direction will be provided and a Change Order issued as necessary.

Immediate compliance with this Order is required. Do not resume suspended operations or work until authorized to do so by the Engineer in writing. Any operations or work performed by the Contractor and otherwise constructed in conformance with the provisions of the Contract after the issuance of the suspension order and prior to the Engineer's authorization to resume operations, will be at no cost to the Town. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself for the Town to declare the Contractor in default in accordance with 16.02.

The Town reserves any and all rights it may have to pursue other legal, contractual and administrative

action and remedies regarding this matter, including, but not limited to, liquidated damages and default termination.

If you have any questions, please feel free to contact me.

Sincerely,

Alfred G. Banz, PE

email: ABanz@hardesty-hanover.com
address: 1000 Sawgrass Corp. Pkwy, Suite 544, Sunrise, FL 33323
office: 954.835.9119
cell: 305.773.5183
fax: 954.835.9123



Integrity, Passion, Innovation. Celebrating 125 Years.
www.hardesty-hanover.com

March 17, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E.- Construction Engineer Inspector.

Reference: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

Re: Concrete Cap Temporary Support

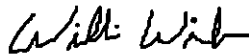
Dear Mr. Banz,

M&J is submitting a cost for the temporary support of bent numbers 2, 3, and 4 based on field conditions and procedures outlined in temporary support procedures submittal. This price also includes metallization of the existing H-Pile for cathodic protection during exposure period. Please refer to the following prices:

Bent Cap #2: \$ 49,968.34
Bent Cap #3: \$ 32,258.34
Bent Cap #4: \$ 32,258.34

Bent Cap 2 includes the procurement and fabrication of 12 ea jacking supports. All bents include metallization for extra protection cathodically. Once EOR confirms clear directions M&J can confirm pricing and proceed. Please feel free to contact me with any questions.

Sincerely,



William Wilson
Project Manager

Page | 1

M&J CONSTRUCTION COMPANY

Town Of Bay Harbor Islands
Broad Causeway Rehabilitation
Contract No. BC-142

M&J Construction Company of Pinellas County, Inc
Concrete Cap Temporary Support

3/17/2015

LABOR:		Base Rate	Reg Hrs	OT Hrs	Reg wages	OT Wages	Total Wages	Burden	Total Cost
Cap Demolition									
1	Foreman	55.00	5.00		\$ 275.00		\$ 275.00	\$ 138.99	\$ 413.99
3	Skilled Labor	30.00	15.00		\$ 450.00		\$ 450.00	\$ 103.23	\$ 553.23
2	Laborer	22.00	10.00		\$ 220.00		\$ 220.00	\$ 50.47	\$ 270.47

Blast & Metalize									
1	Foreman	\$ 55.00	20.00		\$ 1,100.00	-	\$ 1,100.00	\$ 555.94	\$ 1,655.94
2	Skilled Labor	\$ 30.00	40.00		\$ 1,200.00	-	\$ 1,200.00	\$ 275.28	\$ 1,475.28
1	Laborer	\$ 22.00	20.00		\$ 440.00		\$ 440.00	\$ 100.94	\$ 540.94

Total Labor \$ 4,909.84

EQUIPMENT:		Equip. Rate	Oper. Rate	Total Rate	Reg. Hrs.	Total Cost
Generator				\$ 49.68	20.00	\$ 993.60
Metalizing Gun				\$ 30.00	15.00	\$ 450.00
375 CFM Compressor				\$ 30.40	20.00	\$ 608.00
Sand Pot 10 Bag				\$ 15.00	10.00	\$ 150.00
STS				\$ 2.50	80.00	\$ 200.00
Total Equipment						\$ 2,401.60

MATERIALS:		Unit Price	No. Required	Sub Total	Sales Tax	Freight	Total Cost
Zinc		2.6	200	\$520.00	\$36.40		\$556.40
Fuel		3	100	\$300.00	\$21.00		\$321.00
Sand		4	50	\$200.00	\$14.00		\$214.00
Total Materials							\$1,091.40

MARKUP:		Cost	Markup %	Markup	Total Cost
Labor		\$ 4,909.84	17.50%	\$859.22	\$ 5,769.06
Equipment		\$ 2,401.60	17.50%	\$420.28	\$ 2,821.88
Materials		\$1,091.40	17.50%	\$191.00	\$ 1,282.40
Subcontractor		\$36,450.00	10.00%	\$3,645.00	\$ 40,095.00
Total				\$ 49,968.34	Total \$ 49,968.34

Town Of Bay Harbor Islands
Broad Causeway Rehabilitation
Contract No. BC-142

M&J Construction Company of Pinellas County, Inc
Concrete Cap Temporary Support

3/17/2015

LABOR:		Base Rate	Reg Hrs	OT Hrs	Reg wages	OT Wages	Total Wages	Burden	Total Cost
Cap Demolition									
1	Foreman	55.00	5.00		\$ 275.00		\$ 275.00	\$ 138.99	\$ 413.99
3	Skilled Labor	30.00	15.00		\$ 450.00		\$ 450.00	\$ 103.23	\$ 553.23
2	Laborer	22.00	10.00		\$ 220.00		\$ 220.00	\$ 50.47	\$ 270.47

Blast & Metalize									
1	Foreman	\$ 55.00	20.00		\$ 1,100.00	-	\$ 1,100.00	\$ 555.94	\$ 1,655.94
2	Skilled Labor	\$ 30.00	40.00		\$ 1,200.00	-	\$ 1,200.00	\$ 275.28	\$ 1,475.28
1	Laborer	\$ 22.00	20.00		\$ 440.00		\$ 440.00	\$ 100.94	\$ 540.94

Total Labor \$ 4,909.84

EQUIPMENT:		Equip. Rate	Oper. Rate	Total Rate	Reg. Hrs.	Total Cost
Generator				\$ 49.68	20.00	\$ 993.60
Metalizing Gun				\$ 30.00	15.00	\$ 450.00
375 CFM Compressor				\$ 30.40	20.00	\$ 608.00
Sand Pot 10 Bag				\$ 15.00	10.00	\$ 150.00
STS				\$ 2.50	80.00	\$ 200.00
Total Equipment						\$ 2,401.60

MATERIALS:		Unit Price	No. Required	Sub Total	Sales Tax	Freight	Total Cost
Zinc		2.6	200	\$520.00	\$36.40		\$556.40
Fuel		3	100	\$300.00	\$21.00		\$321.00
Sand		4	50	\$200.00	\$14.00		\$214.00
Total Materials							\$1,091.40

MARKUP:		Cost	Markup %	Markup	Total Cost
Labor		\$ 4,909.84	17.50%	\$859.22	\$ 5,769.06
Equipment		\$ 2,401.60	17.50%	\$420.28	\$ 2,821.88
Materials		\$1,091.40	17.50%	\$191.00	\$ 1,282.40
Subcontractor		\$20,350.00	10.00%	\$2,035.00	\$ 22,385.00
Total					\$ 32,256.34



RE: Cap Shoring
William Wilson
to:
abanz@hardesty-hanover.com
03/24/2015 04:46 PM
Cc:
'Randy Daniel'
Hide Details
From: William Wilson <w.wilson@mjconstruction.net>
To: "abanz@hardesty-hanover.com" <abanz@hardesty-hanover.com>
Cc: 'Randy Daniel' <rdaniel@bayharborislands.net>

2 Attachments



Seacoast Fab Temp Supports.pdf Seacoast Sub to Install.pdf

Al,

Please see attached Seacoast Subcontractor Items that make up the total for the first bent cap. The second bent cap will only have the Install Price included. As Far as the bent cap demo there is a certain production demo that is included in the CF item, but the demolition we are now having to do is select demo. This is quite a bit slower than George's normal production. It will be tedious and to gently touch these areas as to not blow out bearing from beam down to column. There will be multiple stops to assess condition as mentioned in the approved procedures.

Let me know if this is what you are looking for from seacoast and I can formally submit an agreed price.

Thank You

William Wilson
Project Manager

M&J Construction Company of Pinellas Co.
809 S.Safford Ave
Tarpon Spring, FL 33689
Cell : 352-231-5655
Email: w.wilson@mjconstruction.net

From: abanz@hardesty-hanover.com [<mailto:abanz@hardesty-hanover.com>]
Sent: Tuesday, March 24, 2015 3:23 PM
To: William Wilson
Cc: 'Randy Daniel'
Subject: Cap Shoring

Will,

Please explain what work is being performed under the labor costs of "cap demolition". The concrete cap demolition is contract work.

This information is needed in addition to supporting information for the "subcontractor" line items.

Thanks,

William Wilson

From: Steve Ballou <Steve@seacoastinc.net>
Sent: Tuesday, March 24, 2015 3:43 PM
To: William Wilson
Subject: Jacking Supports

Will,

The weight of the jacking supports is 4,104# (342# Each.) At \$16,100.00, this equates to \$3.92 / lb.

Breakdown is as follows:

Labor: \$12,600.00

Material: \$3,500.00

Included in the fabrication price is:

- Fabrication
- Shop drawings
- Delivery
- Anchors

Thanks,
Steve.

William Wilson

From: Steve Ballou <Steve@seacoastinc.net>
Sent: Tuesday, March 24, 2015 3:49 PM
To: William Wilson
Subject: Jacking Supports - Install

Will,

Seacoast proposes to install 12 jacking supports for the lump sum price of \$20,350 / pier.

Price Includes:

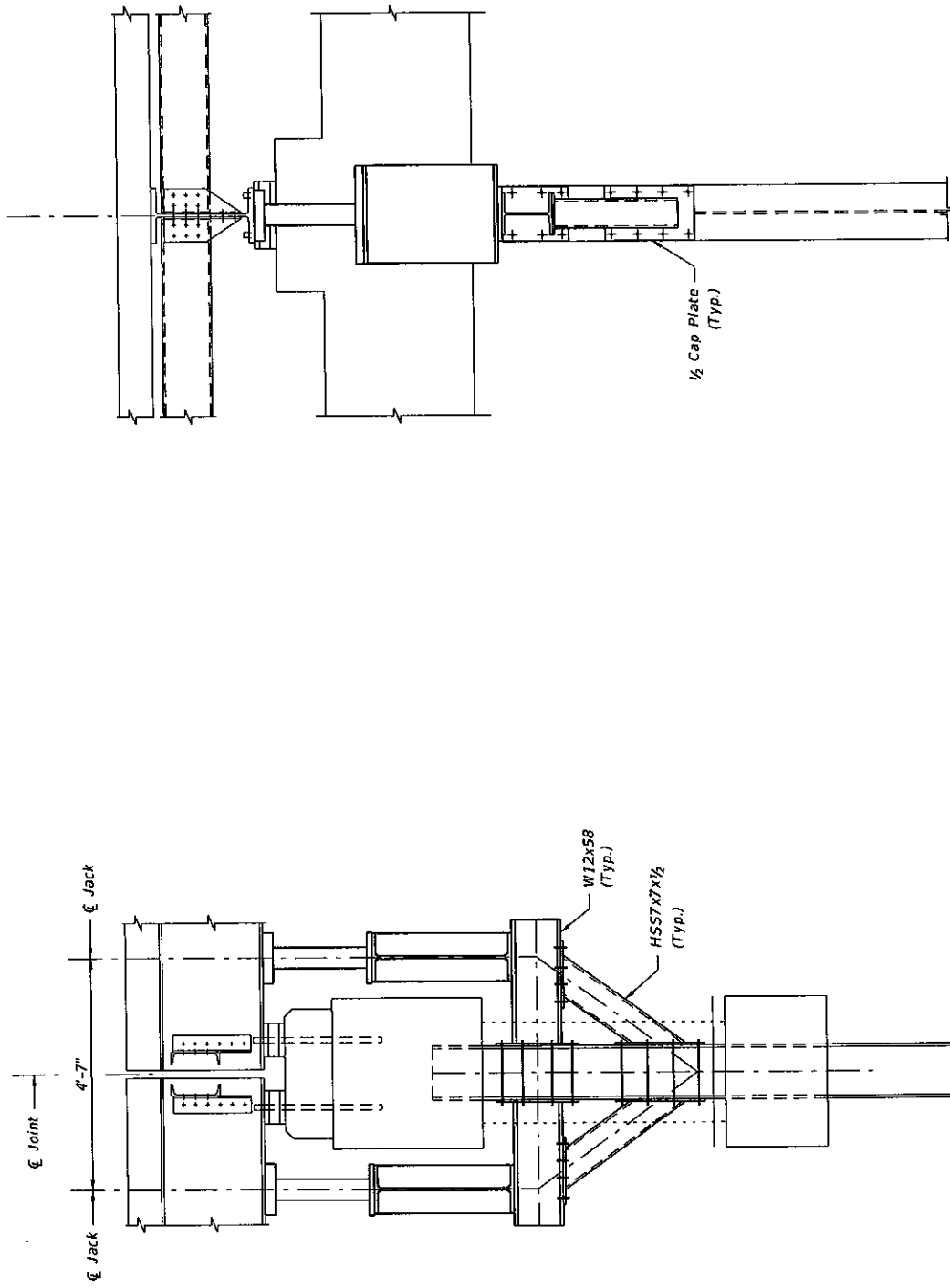
Labor

Material

Marine Access

Bridge support and jacking

Thanks,
Steve.



SECTION A-A

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 20.

ITEM: Discussion and approval requested by Mayor Leonard to develop an incentive program/ordinance to encourage the construction of LEED (Leadership in Energy & Environmental Design) Certified Residential and Commercial Buildings in the Town.

DESCRIPTION:

Discussion to review what other municipalities do to encourage LEED Certified construction of residential and commercial buildings. In this review most municipalities offer expedited permit review (if possible), financial incentives in the form of permit fee reductions and publicity from town media and extra signage. Overall it would seem the Village of Pinecrest model offers all of these incentives and could be a good model for BHI to formulate a code change if it something the Council wishes to pursue.

The staff would recommend directing staff to bring back an ordinance reflecting a LEED Environmental Incentive Program which would encourage the development of environmentally friendly building and development.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager
Jordan Leonard, Mayor

ATTACHMENTS

1.	LEEDS Memo	LEEDS Building Memo.pdf
----	------------	-------------------------

M E M O R A N D U M

To: Ron Wasson, Town Manager

From: Ayanidys Martinez, Building & Zoning Supervisor 

Date: August 24, 2015

Subject: LEED "Green Building Program" Incentives Survey

Below please find the list of municipalities each representing their incentives for the "LEED" program.

** Each municipality requires the applicant to apply for a LEED application to determine the classification of the building.

*** Project must meet "Silver" or "Higher" designation under the leadership in energy and environmental design (LEED) for the new construction rating system to qualify for the following incentives.

1. City of North Miami - Section 5-805

- a. Fast track review for DRC review and building permits
- b. Reduce permit fee 5% of required permits, subject to availability of funds
- c. Final project recognition by the City
- d. Featured on City's website

2. City of Miami Beach - Section 100-7

- a. Priority review over projects that are not green building
- b. Priority inspections over projects that are not green building
- c. Rebate of 1% of value of construction value or 20% of the annual allocation, whichever is less, within 180 days of proof of certificate by USGBC
- d. Allow a plaque attached to the building designating a project under the "LEED" project
- e. Featured on City's website
- f. Press Release
- g. Annually award program recognition to one of the participants called "Green Building Award"

3. City of Miami - Section 10-4(b)(3)(m)

- a. Expedited plan review prior to non green building application

4. Town of Miami Lakes - Section 4-105

- a. Express permitting for building permit
- b. Development approval assistance
- c. Signage at the construction site in addition to any previously approved signage
- d. Recognition and inclusion in the green building directory on the Town's website
- e. Residential financial grants and building permit fee rebates

5. Village of Pinecrest - Section DV 6.14(h)

- a. Expedited permitting and fast track development review
- b. Rebate on permits
 - 1. A rebate of thirty (30) percent of paid permit and plan review fees for FGBC "Gold," USGBC "Platinum," or four (4) Green Globes certification;
 - 2. A rebate of twenty-five (25) percent of paid permit and plan review fees for FGBC "Silver," USGBC "Gold," or three (3) Green Globes certification;
 - 3. A rebate of twenty (20) percent of paid permit and plan review fees for FGBC "Bronze," USGBC "Silver," or two (2) Green Globes certification; and
 - 4. A rebate of fifteen (15) percent of paid permit and plan review fees for FGBC "Certified," USGBC "Certified," Energy Star "Certified," "Certified" remodel, or one (1) Green Globe certification.
- c. Green Building Award
- d. Recognition on the Village website or thru other additional means
- e. An additional temporary of construction sign stating "This is a Village of Pinecrest Green Certified Project"

6. City of Doral - Ordinance #2013-37

- a. Reduced permit fee, inspections and or impact fees
- b. Expedited permitting
- c. Value of incentive per application
 - 1. \$300 single family home
 - 2. \$1,000 per non residential, multi family, institutional or mixed building
 - 3. \$2,500 per land development

Attached please find copies of their code section representing these items.

If you need any further information, please feel free to contact me.

Sec. 4-105. - Town of Miami Lakes Green Building Program.

It is the intent of the Town to implement its policy on sustainability and encourage participation in its Town of Miami Lakes Green Building Program as a means to minimize waste and provide for the efficient use, management and conservation of its natural resources, for the benefit, use and enjoyment of present and future generations. Participation in the Town of Miami Lakes Green Building Program shall be mandatory for Town buildings and voluntary for all private buildings, such as residential, office, commercial and industrial, as provided herein.

- (1) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Current means the standard in effect at the time an applicant applies to the Program.

Green building means a residential, office, commercial, or industrial building whose value exceeds \$50,000.00 and whose design, construction, and operation promote the preservation of resources and environmentally sensitive land by use of select construction practices, systems and materials. Additions, remodeling, alterations or repairs to existing buildings or accessory structures, which may otherwise qualify as green buildings, are included in the definition of green building.

LEED means the Leadership in Energy and Environmental Design Green Building Rating System, which is a nationally recognized standard, developed by the United States Green Building Council and used to rate the performance of buildings and guide project design.

Program means the Town of Miami Lakes Green Building Program.

- (2) *Administration.* The Program shall be administered by the Administrative Official or his designee, who shall be responsible for:
- a. Requesting funds to operate the Program during the Town's annual budget hearings, applying for available federal or state grants and staffing the Program with consultants or Town staff as needed to implement the Program;
 - b. Marketing the Program to the development community by advertising, press releases, television, monthly mailers, etc.;
 - c. Developing any appropriate or necessary application procedures, including but not limited to, the Program application form;
 - d. Awarding incentives pursuant to Subsection (2)e of this section to any applicant who qualifies as provided herein;
 - e. Determining whether a building is eligible for participation in the Program;
 - f. Providing technical assistance to any applicant attempting to obtain green building designation in the Program;
 - g. Providing training workshops for the purpose of educating potential or current Program participants, as needed;
 - h.

Developing a grant program to award financial assistance to residential owners and a permit fee rebate program for commercial, office and industrial building owners. The grant program shall be used in recognition of residential owners' efforts to repair, remodel, renovate or alter existing homes to be green buildings. The permit fee rebate program shall be used in recognition of a commercial, office or industrial building owner's efforts to construct green buildings. The grant and rebate programs shall be administered in phases, subject to funding by the Town Council.

- i. Submitting an update on the status of implementation of the Green Building Program, including accomplishments for registered and certified projects, as part of the Annual Report to the Town Council.
- (3) *Eligibility criteria.* In determining whether a building is eligible for participation in the Program, the Administrative Official or designee shall apply the following criteria:
- a. *Private residential.*
 1. For new and remodeled private residential buildings, the building must satisfy the requirements associated with the appropriate and current LEED for Homes Rating System of the United States Green Building Council in order to participate in the Program. A copy of the most recent version of LEED for Homes Rating System shall be maintained on file in the Planning and Zoning Department.
 2. The owner of the private residential building shall provide the Administrative Official or designee with a LEED form. The form shall be submitted as a part of the documents submitted to the Town for a building permit application under the signature and seal of an architect, licensed in the State of Florida, along with a letter from the architect, under seal and signature, stating that to the best of his knowledge and belief to the extent reasonably possible, the LEED form is accurate and if the home were constructed or remodeled pursuant to the permit documents, it would achieve the points set forth in the submitted LEED form. The LEED form shall set forth the minimum amount of points required in the appropriate category for certification of a residential property as a green building (new construction, existing buildings, core and shell, commercial interiors, homes, schools).
 - b. *Private commercial, office and industrial.*
 1. For commercial, office and industrial buildings, the building must satisfy the minimum requirements or higher associated with the LEED. A copy of the most current LEED shall be maintained on file in the Planning and Zoning Department.
 2. The owner of the private commercial, office or industrial building shall provide the Administrative Official or designee an executed LEED form. The form shall be submitted as a part of the documents submitted to the Town for a building permit application under the signature and seal of an architect, licensed in the State of Florida, along with a letter from the architect, under seal and signature, stating that to the best of his knowledge and belief to the extent reasonably possible, the LEED form is accurate and if the building were constructed or remodeled pursuant to the permit documents, it would achieve the points set forth in the submitted LEED form. The LEED form shall set forth the minimum amount of points required in the appropriate category for certification of a green building (new construction, existing buildings, core and shell, commercial interiors, homes, schools).

- c. *Town buildings.* All new Town buildings constructed by the Town after the effective date of the Ordinance from which this article is derived and over 5,000 square feet in size shall at a minimum meet threshold basic LEED level certification as a green building and, if possible, achieve a higher certification. All Town building renovations exceeding \$200,000.00 shall also meet threshold Basic LEED Level certification as a Green Building and, if possible, achieve a higher certification. Any future Town residential housing project shall satisfy the requirements associated with the current appropriate LEED.
 - d. *Public-private partnerships.* New buildings constructed by the Town in partnership with the private sector may be subject to mandatory participation in the Program. If the contribution of the Town exceeds 50 percent of the cost of the building or renovation, then participation in the Program shall be mandatory as provided in this article.
- (4) *Incentives.* Any building designated as a green building in accordance with the Program, shall be eligible for:
- a. Express permitting for building permits;
 - b. Development approval assistance;
 - c. Signage at the construction site, in addition to any previously permitted signage, designating the building as a green building and subject to approval by the Director of Planning and Zoning regarding size, color, etc.;
 - d. Recognition and inclusion in the Green Buildings Directory located on the Town of Miami Lakes' website; and
 - e. Residential financial grants and building permit fee rebates, if the grant or rebate application satisfies the respective program requirements and funding is available.

(Ord. No. 07-92, § 2(d), 3-13-2007)

Sec. 10-4. - Building permit fee schedule.

(a) *Definitions.*

Dry run is defined as the process of plans signed and sealed by the design team submitted for building permit but with a building permit application without having a contractor.

Master permit is a building permit obtained for the complete work on any project.

Private provider means a person who can provide alternate plans review under F.S. § 553.791 and is licensed as an engineer under F.S. ch. 471 or as an architect under F.S. ch. 481, as amended.

Stand-alone permit is any trade (electrical, mechanical or plumbing) permit pulled for a single category without the need for a master permit.

Trade permit is a subsidiary building, electrical, mechanical or plumbing permit that requires a master permit associated with it to be pulled prior to issuance.

Up-front fee is the fee associated and charged at the time of submittal of a set of plans and building permit application.

(b) *General fee information.*

(1) *Building, plumbing, mechanical and electrical permit fees.*

- a. Residential (up to three dwelling units): For all residential properties, any trade or master building permit will be charged 0.50 of the estimated construction cost (including labor and materials) for new construction or additions, and 0.50 of the estimated construction cost for all remodeling permits. Notwithstanding the foregoing, the building permit fee for residential improvements where the amount of estimated construction is less than \$2,500.00 shall be fixed at \$45.00.
- b. Commercial and multifamily master permit, trade permit and stand-alone permit fee: For a building whose estimated construction cost is equal to or less than \$30,000,000.00 is one percent of the cost of construction as per Miami-Dade County Code Compliance minimum construction cost value. For projects where the construction cost exceeds \$30,000,000.00, the fee will be the same as above up to \$30,000,000.00, plus one-half percent of the amount in excess of the \$30,000,000.00.
- c. Minimum permit fee, applicable to any building permit, shop drawing, or revision of any category regardless of construction cost or number of pages: \$110.00.
- d. Phased permit fee: Any phased permit issued in accordance with the Florida Building Code (FBC 105.13) will be valid for six months from the issuance date. No extensions will be issued to the phased permits by the building official. These permits will be charged a \$1,500.00 fee, plus any other applicable surcharges as defined or required by the surcharges section.
- e. Fee for work started without permits: When work is commenced prior to obtaining a required permit, a fee of two times that specified in this section, plus a \$110.00 fine shall be paid. The payment of such fees shall not relieve any person, firm, or corporation from

fully complying with all of the requirements of all applicable regulations and codes, nor shall it relieve them from being subject to any of the penalties therein. The fee requirement shall be applicable to all trade divisions of the building department.

- f. The building department will modify the permit fee calculation using the Engineering News Record- Building Cost Index (ENR-BCI) published each January. A credit will be applied to the total cost of the building permit fee using the ENR-BCI should the ENR-BCI increase.
- (2) *Surcharges.* For all permits issued, the building department will collect the following surcharges for the State of Florida, Miami-Dade County and other city departments:
- a. *State of Florida surcharges.*
 1. State of Florida Department of Business and Professional Regulation (DBPR).
 2. State of Florida Building Code Administrators and Inspectors (BCAI).
 - b. *Miami-Dade County Code compliance surcharges.*
 - c. *City solid waste surcharge.*
 1. *Residential.* \$0.22 per \$100.00 of the estimated cost of construction with a minimum fee of \$26.00 and a maximum fee of \$600.00.
 2. *Commercial.* Permits for all building a surcharge of two and one-half percent of the cost of construction with a minimum of \$57.00 and a maximum of \$10,500.00.
 3. *Exemptions.* The following are exempt from this surcharge: signs, landscaping, elevators, revisions, subsidiary permits, roofing, awning, windows and doors, shed, flooring, driveways, and any affordable housing permit that the city director of community development exempts in writing prior to the issuance of the permit.
 - d. *City energy conservation surcharge.*
 1. This charge encompasses energy conservation plan review and field inspections for such energy conservation.
 2. For each square foot of new construction or an addition, \$0.11.
- (3) *Miscellaneous permits and inspections fees.*
- a. *Private provider fee.* When a property owner uses the services of a licensed private company for plan review and inspections services (a private provider under F.S. § 553.791), the fee will be assessed as a regular building permit with a credit of one-third of the original building/trade permit fee line. If only the plan review or the inspections are done by the private provider, then the fee will be one-half of the one-third credit stipulated above.
 - b. *Dry run/upfront fees.* At the time of issuance of the permit application process number assigned by the building department, the projects will be charged \$2.80 per \$1,000.00 of the estimated construction value. Eighty percent of the total collected amount for this item, will be credited towards the building permit fee line when issued. No credit will be issued if there is no issuance of a permit, a substantial design is submitted, or the permit is not issued after 180 days of the last review. Dry run and upfront fees are not refundable, however they will be fully credited towards the cost of the building permit.
 - c. *Joint plan reviews.* Each meeting with city staff, \$276.00.
 - d. *Revision of plans and re-works.* Revision of plans (per discipline) and reworks, after the second review, \$56.00.

- e. *40/50 year recertification.* Recertification of buildings are required pursuant to the requirements of the Miami-Dade County Board of Rules and Appeals (BORA) standing order, and Miami-Dade County Code Chapter 8. Recertification review for compliance with 40/50 year recertification, \$276.00 fee. Any extension request by the owner of a property after receipt of a notification letter from the city that the property must prove they are in compliance with the 40/50 year recertification will be assessed a \$500.00 for each additional three-month extension, with a maximum of two possible extensions after the original notification letter.
- f. *Permit by affidavit, and legalization of existing structures.* The permits issued by affidavit and legalizations of structures built without permits before the year 2002, will be charged a fee of \$250.00, in addition to any other applicable enforcement fee, building and trade permit fee. For those structures built after 2002, they will be charged with a double permit fee and fine where applicable using subsection 10-4(b)(1) above.
- g. *Annual facility permit fee.* These permits will be issued with a two percent fee based on the intended annual work schedule cost per building or trade.
- h. *Commercial engineered or structural glazing and curtain walls.* A \$150.00 fee for compliance with the recertification, every six months for the first year after receiving the certificate of occupancy (C.O.), and a fee of \$300.00 every five years after that date in accordance with the Florida Building Code.
- i. *Certificate of occupancy (C.O.) and certificate of compliance (C.C.).* In accordance with the requirements of the Florida Building Code.
 - 1. *Residential (single family/duplex, triplex or multifamily condominium):* \$105.00 per unit.
 - 2. *Commercial (including multifamily rentals):* \$0.10 per square feet of space with a minimum of \$250.00 for a C.O. and \$150.00 for a C.C.
 - 3. *Extensions of T.C.O. or T.C.C.:* The T.C.O. or T.C.C. can be extended two times at the same original rate charged for a period of 90 days; if further extensions would be required, they shall be charged at a rate equal to 50 percent of the building/trade permit line.
- j. *Expired and inactive permit applications (NAC).* For those expired applications where 180 days have passed from the original application date, in accordance with the Florida Building Code (FBC105.13), the building official may extend for periods not exceeding 90 days the expiration date, if requested by the applicant in writing, explaining the need and circumstances for the extension. Every extension will be charged \$100.00 for residential single family, duplex/triplex and \$500.00 for commercial and multifamily applications. For those inactive applications (NAC), if authorized by the planning director, they will be reactivated in the system after payment of a \$1,500.00, for a period of six additional months. If a permit is not obtained and construction starts within this extension time, the process number will be voided and the applicant will need to re-apply for a new application number. All fees are non-refundable if the process number is voided.
- k. *Expired/completion permits.* Any building/trade permit may be extended once by the building official if requested prior to the permit expiration date. If the building/trade permit is expired, a completion permit will be required.
 - 1. *Extension of permit:* \$100.00.
 - 2. *Completion of any type of permit:* For the first \$1,000.00 of value of the remaining work,

\$32.00, plus any additional \$1,000.00 or fraction, \$16.00.

- I. *Re-inspection fees.* Re-inspection fees will be charged in instances where the inspector is scheduled to visit a site, and any of the included, but not limited to the following issues occur: a contractor or builder owner receives a rejection of an inspection because a notice of commencement is not posted at the site and a copy is not provided to the inspector; the wrong address was given to visit the site to inspect; work was incomplete or not ready for inspection; the corrections given in the previous inspections were not completed; the approved set of plans or required certifications are not at the site; or no arrangement was made to allow the inspector to gain entry to the area of inspection, a fee of \$57.00 will be assessed and no further inspections will be scheduled until the re-inspection fee is paid.
- m. *Expedited plans review of green building permit applications.* Green buildings are defined as those with resource efficient design, construction, and operation by employing environmentally sensible construction practices, systems, and materials and defined as residential or commercial buildings that are registered Leadership in Energy and Environmental Design ("LEED") projects, or any equivalent Green rating system. LEED is defined as the most recent Leadership in Energy and Environmental Design Rating System of the U.S. Green Building Council. Expedited priority review of permit applications shall be defined as those to be reviewed prior to non-green building applications, in the order received, within the building permit review process. A non-refundable deposit, described in subsection 10-4(b)(3)m.2.iv. below will be required.
 1. Green buildings eligible for priority permitting will be:
 - i. For buildings in excess of 50,000 square feet, and that exceed the requirements of LEED Silver certification.
 - ii. For buildings below 50,000 square feet, and that meet or exceed the requirements for any level of LEED certification.
 2. To qualify for expedited priority review and approval of permit applications, buildings meeting the criteria above must submit to the building department:
 - i. A LEED registration form;
 - ii. A LEED scorecard indicating all expected rating points;
 - iii. The name and contact information for a LEED accredited professional on the project team; and
 - iv. A non-refundable deposit of \$500.00.
- n. *Expedited process of special projects.* A "special project" is defined as a project having a development order, or any other project as determined by the city manager, or the building official, as having special interest to the city. The expedited service will cover the following disciplines: building, structural, mechanical, plumbing, electrical, elevator and gas. Outside source review will be the preferred method.
 1. *Outside source review fee:* Actual cost plus ten percent. This ten percent is the administrative fee to cover the cost of the processing.
 2. *In-house review fee:* \$276.00. Fee is per discipline, with a maximum of two reviews per fee, per discipline.
- o. *Application fee.* All permits will be charged a non-refundable \$40.00 application fee.
- p. *Change of architect, engineer, or contractor for any type of permit.* \$100.00.

- q. *Recertification of plans and revised plans fee, and permit card replacement.*
1. *When plans are lost by the owner or contractor, a recertification fee is required for a new set of plans:* Thirty percent of the original fee.
Minimum fee for residential/commercial uses: \$100.00.
 2. *Revised plans and shop drawings (after approval of initial plans):*
Per sheet revised and reviewed: \$20.00.

Minimum fee: \$100.00.

Maximum fee: \$5,000.00.
 3. *Replacement of lost permit card or replacement or duplication of plans (per sheet):*
\$17.00.
- r. *Administrative services fees.*
1. Computer print-out of property information, permits, inspections, etc.: \$2.00 per sheet.
 2. File search for every request of building department services, including notice of violations: \$44.00.
 3. Notarization of any document, including building permit application: \$2.00.
 4. Sending and receiving faxes (not related to the permitting process):
 - i. Local, per page: \$2.00.
 - ii. Long distance, per page: \$2.50.
 5. City certification of plans: Cost of reproduction of plans plus \$1.00 per page.
 6. Folio change: \$26.00.
- s. *Refunds, time limitations, revocation, etc.* The fees charged pursuant to this section, provided the same are for a permit required by the Florida Building Code, may be refunded by the building department director, subject to the following:
1. No refunds shall be made where any work has commenced, except where duplicate permits are issued for the same work, in which case a refund in accordance with subsection 4. below may be granted to the original permit holder providing that the duplicate permits were issued within 90 days of each other and the request for the refund is received within 90 days of the issuance of the latter permit.
 2. No refunds shall be made where a permit has become void or revoked as provided by paragraph 304.3(a) of the Florida Building Code.
 3. No refunds shall be made on permit fees of \$110.00 or less.
 4. Refunds on permits or any item thereon, will be on a basis of 50 percent of the balance over \$110.00; such refunds shall be made to the closest dollar.
 5. Bonds may be required for unfinished work on temporary certificates of occupancy (T.C.O). The amount is to be established by the chief of the section(s) involved and shall be 100 percent of estimated cost of the required work. Cash bond will be refunded, less \$100.00 or other bonds discharged, upon completion of required work by owner.
 - i. Methods for placing bonds may be:

1. Surety company issuance of bond.
 2. Cash bond. Payable by cash, or certified cashier's check. A copy of signed contract with a contractor to do the work is also required.
 3. Letter of credit from a guaranteed insured state certified bank. The letter shall indicate the purpose of the line of credit. A copy of signed contract with a contractor to do the work is also required.
 - ii. If work is done within specified time, the city will proceed to have the work done (1) through the bonding company if Method No. 1. was used; (2) through the contractor specified in the contract if Method No. 2 or Method No. 3 was used, using the proceeds from the cash bond or from the bank letter of credit.
- (4) *Building department enforcement fees.* In compliance with the Florida Building Code, National Electrical Code, and Miami-Dade County Code Chapter 8, the following expenses will be recovered from necessary building department enforcement and/or demolitions:
- a. Initiation and processing fee for all work without a permit and all unsafe structures cases after being given 90 days to comply: \$500.00.
 - b. Digital pictures: \$1.00 each.
 - c. Additional inspection of open non-compliant cases after being given 90 days to comply: \$150.00.
 - d. Posting of notices: \$50.00.
 - e. Unsafe structures panel fee: \$200.00.
 - f. Title search will be charged: Actual cost.
 - g. Court reporting will be charged: Actual cost.
 - h. Legal advertisement will charged: Actual cost.
 - i. Lien/recordation/cancellation of notices-each will be charged actual cost plus a \$1.00 administrative fee per every ten pages.
 - j. Bid processing fee and contractor notice to proceed (NTP) administrative cost: \$150.00.
 - k. Demolition/secure services will be charged actual cost.
 - l. Asbestos and lead environmental sampling and abatement: Actual cost.
 - m. Corporate information and lenders search: \$25.00.
 - n. Extension fee (90 days, one time extension only): \$150.00.

(Ord. No. 11633, § 2, 3-31-98; Ord. No. 11725, § 1, 11-17-98; Ord. No. 12030, § 2, 3-8-01; Ord. No. 12155, § 1, 11-15-01; Ord. No. 12237, § 1, 6-13-02; Ord. No. 12663, § 1, 3-10-05; Ord. No. 12978, § 2, 5-8-08; Ord. No. 13108, § 3, 10-8-09; Ord. No. 13200, § 2, 9-27-10; Ord. No. 13313, § 2, 2-23-12; Ord. No. 13391, § 2, 6-13-13)

ORDINANCE #2013- 37

AN ORDINANCE OF THE CITY OF DORAL, FLORIDA, CREATING CHAPTER 63 AND AMENDING CHAPTERS 71, 74, 77 and 86 OF THE CITY'S LAND DEVELOPMENT CODE; ADDING GREEN BUILDING INCENTIVES; PROVIDING FOR GREEN ACCESSORY STRUCTURES; INCORPORATING CRITERIA FOR WALKABLE AND HEALTHLY STREETS; PROVIDING FOR RENUMBERING, PROVIDING FOR EXEMPTION, SEVERABILITY, CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Doral prepared and adopted its awards-winning 'Green Master Plan' in 2009 which directed that the City would provide incentives for development constructed utilizing 'green' standards for energy efficiency and resource conservation; and

WHEREAS, the City formally amended its Comprehensive Plan last year to add a Green Element containing objectives and policies to guide Doral's future based on the Green Master Plan;

WHEREAS, a number of policies in the adopted Green Element commits Doral to the establishment of the a "Green " Land Development Code;

WHEREAS, after careful review, staff has determined that these Code amendments are consistent with the adopted Doral Comprehensive Plan and Green Master Plan;

WHEREAS, the City's Environmental Board has reviewed the subject Code amendments and issued its recommendation:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

Section 2. That the Land Development Code of the City of Doral shall be amended to include the following provisions addressing green building incentives, green roofs and accessory structures, walkable and healthy streets, building orientation, pervious parking lots and rainwater harvesting features. Underlined provisions are to be added and text stricken-through deleted.

* * * * *

Chapter 63 – Green Building Incentives

Article I – Green Buildings

Section 63-61. Intent.

It is the intent of this article to require the construction of larger buildings and land development projects that meet the nationally-recognized ‘green’ certification programs specified herein. In addition, to encourage the incorporation of green practices and features in all new and redeveloped buildings and associated sites in Doral through the provision of incentives.

Section 63-62. Applicability.

This article applies to all developers or landowners proposing to construct a new building or land development project, or undertake a building reconstruction project comprising 25,000 square feet of interior space or more. All such buildings and associated sites must be designed to meet the nationally-recognized ‘green’ certification programs specified in Section 63-64 herein. Also, all buildings and projects incorporating the ‘green’ standards and certifications referenced herein will be eligible for the incentives specified in this Ordinance.

Section 63-63. Application.

Developers or landowners meeting the applicability standard in Section 63-62 must submit a letter of intent to the Doral Building Official describing the proposed project,

including significant 'green' features, and the certification program being sought. In addition, the following materials must also be submitted:

- 1.) Site plan and property survey.
- 2.) Building plans.
- 3.) Consent from property owner.
- 4.) Sealed Architect or Engineer's Statement certifying that the proposed project is designed to meet the 'green' certification standard being sought by the developer.
- 5.) A report clearly showing how the proposed development complies with the 'green' certification standard being sought by the developer.

Section 63-64. Development Categories and Standards.

1.) Non-residential, Multi-family Institutional and Mixed Use Buildings: Must meet 'green' certification standards of the Florida Green Building Coalition (FGBC), the Leadership in Energy and Environmental Design (LEED), National Association of Home Builder's National Green Building Standard or Green Globes System.

2.) Single-family Homes, Duplexes and Townhouses: Must meet 'green' certification standards of the FGBC Green Homes Program or EPA Energy Star Program.

3.) Other green certification programs essentially equivalent to those listed above may be utilized if approved by the Building Director.

4.) For purposes of this ordinance, a mixed-use land development project shall mean a project with a minimum of 25 percent per each use. Otherwise, it should be deemed a single-use project.

Section 63-65. Decision by the Building Official

The Building Official will determine the type and level of 'green' incentives for each application submitted pursuant to this Ordinance. If a building or project, meets the 'green' certification standards in Section 63-64 above, as certified by the project engineer or architect, then the Building Official will apply the incentives in Section 63-66. Once a complete application is received, the Building Official shall have a reasonable time to render a decision.

Section 63-66. Incentives

If an application qualifies for 'green' incentives under this Ordinance, then the value of the incentives provided to that application shall be \$300 per home, \$1000 per non-residential, multi-family, institutional or mixed-use building, and \$2500 per land development project. The following types of incentives may be considered by the Building Official:

- 1.) Reduced permit, inspection and/or impact fees; and
- 2.) Expedited permitting.

Chapter 71, Article IV – Green Roofs

For multi-family, non-residential uses and mixed-uses, the area of a 'green roof' may be counted as open space for the purpose of meeting the open space requirements herein. Green roof area may be substituted for ground level open space at a ratio of 1 square foot of open space for 1.5 square feet of green roof area. A 'green roof' is defined as the area of a roof covered with soil and planted with landscape material.

Chapter 74, Article II, Division 3 – Green Accessory Structures

Section 74-105. Renewable Energy Devices.

Noncommercial renewable energy devices, including solar collector panels, wind turbines, clotheslines and other energy devices using renewable resources, shall be permitted as an accessory use in all zoning districts, provided that: (i) the device installation complies with all site development standards of this subsection, complies with the applicable zoning district and complies with the City's landscape standards and provided that; (ii) any sell-back of energy shall be made only as authorized by law, and further provided that the following conditions are met:

(1) The device installation shall not create a nuisance as determined by the Building Official. For purposes of this subsection, nuisance shall be defined as levels of noise or dust exceeding applicable standards contained in the Doral Code of Ordinances;

(2) The device installation shall not interfere with any existing broadcast, transmission or reception antenna, including, but not limited to, the City's emergency communication system;

(3) The device or devices shall be installed in a manner to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard;

(4) The device or devices shall not be mounted on or supported by building walls unless approved by the Building Official;

(5) No signage, advertising, pennants, ribbons, balloons, flags, banners or similar material shall be placed on any renewable energy device;

(6) The device installation shall not be placed on patio or balcony railings in condominiums, cooperatives or apartments;

(7) The device installation shall comply with all applicable building, fire and life safety codes and regulations, as evidenced by obtaining all necessary permits prior to installation;

(8) Wind turbines shall not exceed a height of 18 feet above the main roofline or the manufacturer's recommended height for the particular model to be installed, whichever is lower;

(9) Roof-mounted wind turbines and other related rooftop equipment and structures shall not occupy more than five percent of the roof area;

(10) Wind turbines shall be painted a non-reflective, non-obtrusive color that conforms to the environment and architecture of the community;

(11) Solar collector panels shall not project above the ridge of a sloped roof and shall not project more than five feet above the finished slope of the roof surface or more than five feet above the deck or parapet of a flat roof. No part of the device shall extend beyond the edge of the roof. All mounting hardware, electrical and other connections required for operation of the panels shall be screened from view;

(12) No lighting of a renewable energy device is permitted, except as permitted by the Federal Aviation Administration or other agency having jurisdiction;

(13) Ground installations shall comply with the site development criteria of the applicable zoning district except encroachment into side setback areas by up to 50% and rear setback to within 5 feet of the property line may be permitted if necessary upon approval of the Planning and Zoning Director.

(14) Any renewable energy device found to be unsafe by the Building Official shall be repaired by the property owner to meet all federal, state and local safety standards or shall be removed within 30 days of such determination of the Building Official;

(15) If any renewable energy device is not operational for a period of 6 consecutive months or more, the device shall be removed by the property owner immediately after receipt of written notice by the City to remove such device, unless additional time is needed to complete the permit process. In such case additional time may be granted by the Building Official.

(16) Waivers. A waiver to provide relief from the requirements of this subsection, or any other applicable development standards of this Code, may be granted in those cases where strict application of such requirements would have the effect of prohibiting the operation and functionality of a renewable energy device. It is acknowledged that emerging technologies in renewable energy devices may also require and justify a waiver of provisions of this subsection.

Chapter 74 – Miscellaneous and Supplementary Regulations

Article XIV - Rainwater Harvesting Facilities.

All buildings are allowed to incorporate structural rainwater harvesting facilities such as cisterns and rain barrels. Existing buildings may also be retrofitted with these types of facilities. Encroachment into side setback areas by up to 50% and rear setback to within 5 feet of the property line may be permitted if necessary upon approval of the

Planning and Zoning Director.

Article XV – Energy-efficient Lighting for Commercial Buildings and Sites.

All commercial buildings and associated sites shall utilize LED lighting fixtures for all external lighting.

Article XVI – Low Impact Development Practices.

New buildings and redevelopment sites must make every effort to incorporate the following low impact development (LID) practices into project design, site and building plans:

- a.) Identify and preserve sensitive areas that affect site hydrology.
- b.) Evaluate potential site development options to reduce, minimize and disconnect total impervious area.
- c.) Employ integrated management practices (IMPs) to allow for distributed control of stormwater throughout entire site.
- d.) First minimize and then mitigate the hydrologic impacts of land use activities at or close to the source of generation.
- e.) Integrate stormwater controls into multifunctional landscape features such as bioretention cells where runoff can be micromanaged and controlled at the source.
- f.) Limit clearing and grading to minimize hydrologic impacts on existing site land cover.
- g.) Use site drainage and hydrology as a design element.
- h.) Modify and increase drainage flow path.

Chapter 77 – Roads and Vehicular Use Areas

Section 77-1. Purpose and Intent.

(9) Promote walkable community streets and healthy street design.

Section 77-47. Intersection Improvements.

3) Provide clear and understandable street crossing mechanisms to accommodate persons with physical limitations such as the elderly, and persons with disabilities.

(4) Place signalization in intersection forewarning pedestrians and motorists of potential left-turn hazards.

(5) Design lighting to provide clear visibility of pedestrians approaching intersection crosswalks at night.

Section 77-195. Pervious or Heat-reflective Parking Surfaces.

A minimum of 20% of all required surface parking on a non-residential development site must be constructed using pervious or heat-reflective material with a solar reflective index (SRI) not exceeding 28 such as open cell pavers, managed turf, porous pavement and/or other proven materials. For residential development, this standard shall only apply to guest parking in multi-family projects.

Section 77-258. Required.

All new development shall be required to provide for pedestrian and bicycle access in accordance with the bikeway network master plan and this article. Such access shall be coordinated with general vehicular traffic and directed to provide safe access to bicycle parking areas, main entrances, and other appropriate focal points. Convenient mobility options must also be provided for individuals not able to drive.

Section 77-260. Sidewalks.

(c) Vehicular Back Out. Eliminate situations where cars back out into pedestrian walking areas such as sidewalks.

(d) Sustainable Developments. Project must have a mix of pedestrian-friendly paths integrating the uses with public spaces. This includes safe and comfortable paths within 5 to 10 minute walking distance without crossing dangerous intersections.

Chapter 86-2. Ancillary design regulations.

* * *

g) All buildings and associated landscaping must be oriented and placed to minimize direct daily sunlight on walls and windows during the May-October period, and maximize solar exposure of the roof area year-round.

* * * * *

Section 3. Exemption. Developers and owners whose development has received site plan approval prior to the effective date of this Ordinance are exempt from the requirements of this Ordinance. All major project modifications after the effective date of this Ordinance shall comply with the requirements of this Ordinance.

Section 4. Renumbering. To the extent necessary, the sections of the Land Development Regulations, as well as provisions of previously approved Ordinances to be included within the codified Land Development Regulations, may be renumbered or re-lettered to accomplish the codification authorized herein.

Section 5. Severability. That if any section, subsection, sentence, clause, phrase, work or amount of this ordinance shall be declared unconstitutional or invalid by competent authority, then the remainder of the ordinance shall not be affected thereby, and shall remain in full force and effect.

Section 6. Repeal of Conflicting Provisions. That all ordinances or parts of ordinances or resolutions of the County Code made inconsistent or in conflict herewith shall be and they are hereby repealed in their entirety as there is conflict or inconsistency.

Section 7. Inclusion in Code. It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City of Doral Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section " or other appropriate word.

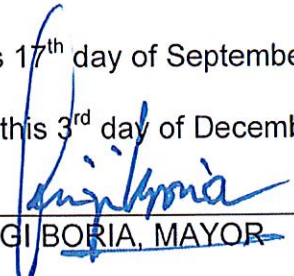
Section 8. Effective Date. This Ordinance shall be effective upon adoption on second reading.

The foregoing Ordinance was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Vice Mayor Ruiz and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED on FIRST READING this 17th day of September, 2014.

PASSED AND ADOPTED on SECOND READING this 3rd day of December, 2014.



LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL.



Div. 6.14. - Sustainable building program.

- (a) Purpose and intent. The purpose is to establish goals, programs and procedures that will help the village become a more sustainable community. This program shall establish new environmental goals for the village, define a certification-based sustainable building program with incentives, and define new measurement parameters and reporting criteria to track the village's performance toward its environmental goals. This program will promote economic and environmental health in the village, through the design, construction, operation, and deconstruction of its own facilities and provide leadership to both the private and public sectors in the arena of sustainable building and development practices and resource efficiency. Specific practices are outlined below.
 - (1) Promote a sustainable future that meets today's needs of a stable, diverse and equitable economy without compromising the ability of future generations to meet their needs by:
 - a. Protecting the quality of the air, water, land, and other natural resources;
 - b. Conserving native vegetation, wildlife and habitat;
 - c. Minimizing human impacts on local ecosystems and ecosystems worldwide; and
 - d. Reducing greenhouse gas emissions.
 - (2) Become a leader in setting policies and practicing service delivery innovations that promote environmental sustainability.
 - (3) Create a sustainable community by delivering renewable energy and energy-efficient projects, developing green buildings and water-thrifty landscapes, resource education, and utilizing recycling and environmentally sound solid-waste services.
 - (4) Establish a sustainable building program to:
 - a. Improve the economic and environmental health of the village through measurable objectives;
 - b. Track and analyze key indices to measure performance in village buildings and facilities;
 - c. Commit the village to achieve green designations in a fiscally responsible manner;
 - d. Provide incentives for voluntary compliance;
 - e. Provide green building educational opportunities for the community; and
 - f. Assist the village in meeting its overall goal of reducing emissions, energy needs, and water consumption.
- (b) Government leadership.
 - (1) To demonstrate the village's commitment to a sustainable building program, the village shall:
 - a. Strive to achieve a Gold Level FGBC Local Government designation. For any building or office project undertaken by the village, the village will participate in the sustainable building program; and
 - b. Track and report the village's monthly water and energy use; and
 - c. Publish an annual report that outlines the Village of Pinecrest's energy and water use for the prior year and outlines methodologies for potential reductions in the subsequent year.
 - (2) The village recognizes USGBC, FGBC, and Energy Star as the official standards for the village, and it shall be the policy of the village to finance, plan, design, construct, manage, renovate and maintain its facilities and buildings to be sustainable. It is the village's intent that all buildings constructed meet criteria standards of USGBC LEED, Florida Green Building Coalition Green Building certification, Energy Star, or similar state or nationally recognized program certification standards.

(c) Applicability.

- (1) For all private construction projects, compliance with this Code is voluntary.
- (2) For all new buildings constructed and owned by the village, and for all modifications to existing village-owned buildings where the total renovation includes more than 50 percent of the total building square footage, the village is expected to design and construct buildings and modifications in accordance with the criteria and standards of USGBC LEED, Florida Green Building Coalition Green Building certification, Energy Star, or similar state or nationally recognized program certification standards unless the costs associated with participation significantly outweigh the benefits of participation.

(d) Definitions.

- (1) For purposes of this chapter, the following terms, words and phrases shall have the following meanings:

Energy Star means the U.S. Department of Energy (DOE) and U.S. Environmental Protection Agency (EPA) Energy Star labeling program.

FGBC is an acronym for the Florida Green Building Coalition, Inc., a non-profit corporation, whose mission is to establish and maintain a Florida system of statewide green building standards and third party certification programs with environmental and economic benefits.

GBI is an acronym for the Green Building Initiative, a non-profit organization whose mission is to accelerate the adoption of building practices that result in energy efficient, healthier, and environmentally sustainable buildings by promoting credible and practical green building approaches for residential and commercial construction.

GBI's Green Globes means the Green Building Initiative's Green Globes rating system.

LEED means the Leadership in Energy and Environmental Design Rating System of the U.S. Green Building Council.

Sustainable building means generally the resource efficient design, construction, and operation of buildings by employing environmentally sensible construction practices, systems, and materials. Sustainable building also means an office, residential or village structure which has obtained sustainable building certification.

Sustainable building certification means the final designation awarded to a program participant for a particular project for satisfying all requirements associated with LEED certification, GBI's Green Globes rating system, Energy Star, or FGBC's standards.

USGBC is an acronym for the U.S. Green Building Council, a non-profit organization whose mission is to transform the way buildings and communities are designed, built and operated, enabling an environmentally and socially responsible, healthy and prosperous environment that improves the quality of life.

(e) Administration.

- (1) The building and planning department is responsible to ensure compliance with applicable requirements of this Code in the construction of new village-owned buildings, when participation in the sustainable building program is authorized by the village manager.
- (2) The building and planning department shall coordinate at least two training workshops per year for the purpose of educating village staff in the provisions and requirements of the Pincrest Sustainable Building Program, and shall provide information and outreach to residents, businesses, and contractors through newsletters, brochures and other community outreach efforts.

- (3) The building and planning department shall make available fast track development review pursuant to the requirements of the sustainable building program.
- (4) The sustainable building program shall be administered on either a per-unit or per-development basis, as specified at the time of permitting. "Per-unit" means each unit built, except that any multi-family dwelling or similarly clustered structure may count as one unit. "Per-development" means each planned development, subdivision, or business park.
- (f) Environmental sustainability account. The village shall establish and maintain an environmental sustainability account. The account may be utilized as a source for training, awards, and other direct costs associated with administration of the sustainable building program, subject to availability of funds and appropriation by the village council.
- (g) Standards. Published LEED standards of the USGBC, FGBC green building standards, GBI's Green Globes rating system, Energy Star standards, or similar state or nationally recognized program certification standards shall be used to measure compliance of buildings participating in the sustainable building program.
- (h) Incentives. The incentives contained in this section are intended to encourage the construction of sustainable buildings. For any program participant seeking sustainable building certification for new residential or commercial construction, residential or commercial retrofitting/remodeling, or new village-owned buildings, the following incentives shall be made available:
 - (1) Expedited permitting and fast track development review.
 - a. Development services for sustainable building program projects, including review of site plans and review of applications for building permits, shall be given priority over review of applications for projects that are not sustainable building program projects by all village departments reviewing such applications. Building permit applications for green buildings shall be accompanied by the appropriate sustainable building permit program application form.
 - b. Applications for subdivision plat approval shall be given priority over other applications provided the developer records in the public records of Miami-Dade County covenants or other restrictions sufficient to require that the development meets the certification criteria as an FGBC Green Development or all homes in the subdivision will be constructed so as to qualify for sustainable building certification.
 - c. Applicants who obtain priority status pursuant to this Code shall provide proof of sustainable building certification, or preliminary sustainable building certification, to the building and planning department within 120 days of construction completion, as defined by the certificate of occupancy or certificate of use issue date. Application forms for sustainable building certification and agreements with property owners or developers seeking priority status may provide that property owners or developers who obtain priority status but fail to obtain sustainable building certification may be denied future priority status by the village manager.
 - d. Applicants for building permits who wish to receive expedited permitting and fast track development review for buildings that are not eligible for sustainable building certification may receive expedited permitting and fast track review upon payment of permit fees in the amount of 125 percent of regular permit fees as adopted by village council by resolution.
 - (2) Rebate of permit fees. Building permit and plan review fees shall be rebated upon certification of sustainable building program projects, including one- and two-family residential projects, and remodeling projects that meet the certification requirements of USGBC, FGBC, GBI's Green Globes, or Energy Star. Proof and verification of certification shall be required as a condition of the rebate of fees by the village and shall be submitted to the village within 120 days of issuance of a certificate of occupancy or certificate of use to be eligible. Rebates shall be provided pursuant to the following schedule:

- a. A rebate of thirty (30) percent of paid permit and plan review fees for FGBC "Gold," USGBC "Platinum," or four (4) Green Globes certification;
 - b. A rebate of twenty-five (25) percent of paid permit and plan review fees for FGBC "Silver," USGBC "Gold," or three (3) Green Globes certification;
 - c. A rebate of twenty (20) percent of paid permit and plan review fees for FGBC "Bronze," USGBC "Silver," or two (2) Green Globes certification; and
 - d. A rebate of fifteen (15) percent of paid permit and plan review fees for FGBC "Certified," USGBC "Certified," Energy Star "Certified," "Certified" remodel, or one (1) Green Globe certification.
- (3) Green building award. For the purpose of publicly recognizing outstanding commitment to "green building and construction practices" the sustainable building program shall provide for an award of a framed village proclamation to be awarded annually to each program participant receiving a recognized certification.
- (4) Recognition. The village shall coordinate a program of recognition, on the village web site or through other additional means, identifying participating sustainable building projects.
- (5) Signage.
- a. A builder may install one additional temporary construction sign, not to exceed twenty-four (24) square feet in area that notes: "This project is a Village of Pinecrest Green Certified Project by (Company Name)" and/or "Certified Florida Yards & Neighborhoods."
 - b. A developer of a commercial project may add the notation, "Village of Pinecrest Green Certified Project" in four-inch letters on permitted project entry and identification signs.

(Ord. No. 2011-5, § 2, 6-14-11)

Sec. 100-7. - Incentives and bond requirements.

- (a) The program shall consist of the following incentives designed to reward owners for green building.
- (1) Building permit applications for a green building project submitted or resubmitted for review shall be given priority review over projects that are not green building projects by the city's departments reviewing such applications;
 - (2) All building inspections requested for green building projects shall be given priority over projects that are not green building projects; and
 - (3) Subject to, and within the limits of, funds appropriated annually by resolution of the city commission for the purposes set forth herein, owners or developers of green buildings shall receive a refund of the actual application and review fees for green building program certification and an amount not greater than one percent of the value of the construction, or alternatively 20 percent of the annual allocation, whichever is less, within 180 days of proof of certification by USGBC being submitted in writing to the city. The actual amount of financial incentives to which the applicant might qualify for shall be estimated at the time of issuance of the building permit for the quality project, and held in reserve. The final financial incentives shall be calculated at the time of LEED certification.
- (b) In addition to the foregoing, the city shall provide the following marketing incentives:
- (1) Allowing a plaque not to exceed two square feet to be attached to the building designating a project under the program, subject to the review and approval of the city manager or designee and the planning department; such plaque shall be treated as a governmental information sign exempt from permitting but subject to other regulations, as provided in subsection 138-4(1), city Code;
 - (2) The inclusion of program participants on a city webpage dedicated to the program;
 - (3) Press releases; and
 - (4) An award called the "Green Building Award" to be awarded annually to one program participant in each sub-program (e.g., new construction and renovation).
- (c) Prior to filing an application for a building permit, or any award of incentives, the participant shall register their intent with the USGBC for LEED certification and obtain in writing a proposed checklist of certification points that may be attainable for the project. The participant shall then be required to attend a pre-application meeting with the city manager or designee for the purposed credits for certification and incentives. The checklist and certification details shall be confirmed in writing by the applicant to the city manager or designee, on form established by the city, and through a covenant, recorded in the public records, form approved by the city attorney, between the property owner and the city that the proposed manner of compliance with LEED certification as provided by the program guidelines, policies and procedures will be incorporated into the development and maintained unless released by the city as provided for in the covenant. The participant will provide a performance bond or other security, in a form approved by the city attorney, as follows:
- (1) The bond or security shall be in an amount equal to one percent of the value of the proposed construction as determined by the building official;

- (2) The bond or security shall be submitted at the time of filing of any application for review of the project by a city board or department, if the applicant seeks any of the incentives provided in subparagraph (a) above;
- (3) This bond or security shall be subject to call by the city 180 days from issuance of the certificate of occupancy or certificate of completion, whichever occurs first, if LEED certification has not been achieved by that time. Reasonable extensions of time may be granted by the city manager or designee;
- (4) The applicant may request that up to 75 percent of the bond or security be released to the applicant for the purpose of completing improvements necessary for LEED certification, if a good faith effort toward completion is shown, and reasonable assurance provided on the success of plans to complete the LEED certification process, and a failure to complete the improvements is proven to the city manager or designee was no fault of the property owner, or for other good cause shown;
- (5) If the applicant takes advantage of any of the incentives provided for herein, and fails to complete LEED certification as committed to, then the city manager or designee, in his or her sole discretion, shall deem such bond or security forfeited to the city as a contribution to the funding of the city's green building program, designated to fund the LEED program objectives as provided for herein, or any other lawful governmental purpose identified by the city commission; and
- (6) If the project receives LEED certification prior to the expiration of the 180-day period for above, or extensions of time granted by the manager or designee, and the bond has not been forfeited as provided above, then the bond may be released following submittal to the city of written proof of LEED certification by the USGBC.

(Ord. No. 2009-3633, § 1, 4-22-09)

Sec. 5-805. - Sustainable building program.

- A. Sustainable building program incentives for green buildings. For any program participant seeking program certification for new commercial or multifamily construction or commercial substantial improvement meeting the requirements of this section, the city shall provide the following incentives:
1. Fast-track review and permitting for the development review committee (DRC) and building permits (see subsection 3-202G.);
 2. Reduced permitting fee, which shall equal five (5) percent of the fee required, subject to availability of funds;
 3. Final project recognition by the city;
 4. Press releases;
 5. Featured on the city [greennorthmiami](http://greennorthmiami.com) website;
 6. Bonuses as provided in [article 4](#)
- B. An applicant seeking a bonus under the provisions of [article 4](#), shall submit a signed and sealed statement by an architect that the required number of criteria for the applicable LEED rating system are satisfied. After approval of a bonus, a design phase rating shall be issued by the USGBC prior to the issuance of a building permit. Upon completion of the project, the developer shall submit all documentation to the USGBC for review and final LEED certification.
- C. Except as provided in subsection I., any new building or addition to a city-owned building shall be required to attain "silver" or higher designation under the leadership in energy and environmental design for new construction (LEED-NC) rating system.
- D. Except as provided in subsection I., substantial renovation to improve or repair to the condition of an existing city-owned building/structure:
1. Substantially improved projects, shall be required to attain a "certified" or higher designation under the LEED-NC rating system.
 2. Renovation, remodels, and other building upgrades which are not substantially improved projects are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective, however, LEED certification will not be required.
- E. Affordable housing constructed or substantially improved by the city: All new affordable housing units constructed or substantially improved by the city are required to comply with the green residential rehabilitation standards as adopted by the city council.
- F. All community redevelopment agency (CRA) owned or funded projects within the redevelopment area shall be required to attain a "silver" or higher designation under the leadership in energy and environmental design for new construction (LEED-NC) rating system.
- G. Except as provided in subsection I., substantial renovation to improve or repair the condition of an existing CRA owned or funded building/structure within the redevelopment area shall be required:
1. Substantially improved projects, shall be required to attain a "certified" or higher designation under the LEED-NC rating system.
 2. Renovation, remodels, and other building upgrades which are not substantially improved projects are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective, however, LEED certification will not be required.
 3. Exemption from the LEED certification standards will apply in accordance with subsection I. below.
- H. Except as provided in subsection I., new commercial/noncity construction, addition or substantial improvement for commercial property shall be required:
1. To attain a "certified" or higher designation under the LEED-NC Rating System.
 2. Renovation, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective, however, LEED certification will not be required.
- I. Exemption:
1. The requirement for applying the appropriate LEED standard under any of the above-referenced categories may be exempted or modified due to special circumstances of the project. Such exemption or modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard, and shall not, in any way, exempt the requirement to apply green building practices to the maximum extent possible. This substitution process shall be administered by and through the development review committee.
 2. Guidelines for requests for exemption from the LEED certification standards: The development review committee shall address petitions for specific exemptions and make recommendations to the applicant. The unique characteristics of a particular project shall not exempt it from applying green building practices to the maximum extent possible, and it is expected that all projects will incorporate as many LEED-approved green building practices as are feasible from a practical and fiscal perspective. The department review committee may, where it deems appropriate, substitute an alternative rating system such as The Florida Green Building Coalition standards, the Green Building Initiative's Green Globes rating system or a nationally recognized, high performance green building rating system as approved by the community planning and development department.
- J. At the minimum, the following green building principles shall be incorporated into the project:
1. Energy Star rated equipment and or appliances;
 2. LED lighting and compact fluorescent bulbs must be used and reported to the city's community planning and development department by completing the Energy Star pledge;
 3. Utilization of water re-use for irrigation; and/or rain sensors on irrigation system;
 4. Utilization of plant materials for landscaping of the Florida Friendly Plant List;

5. Maximize water use efficiency in buildings to obtain reductions in water usage through the utilization of high-efficiency fixtures (water faucets, water closets, urinals, showerheads, etc.);
6. Design the building/project to maximize energy performance through compliance with the mandatory and prescriptive requirements of ASHRAE/IESNA 90.1;
7. Limit disruption of natural water flows by managing stormwater runoff through the implementation of a stormwater management plan that reduces impervious cover, promotes infiltration, and captures and treats stormwater runoff using acceptable best management practices (BMPs);
8. Reduce heat-island effect by using roofing materials having a solar reflectants index (SRI) equal to or greater than:

Roof-type	Slope	SRI
Low-sloped roof	Less than or equal to 2:12	78
Steep sloped roof	Greater than 2:12	29

For a minimum of seventy-five (75) percent of the roof surface.

9. Utilize two (2) of the following low-emitting materials:
 - a. Adhesives;
 - b. Sealants;
 - c. Paints and coatings;
 - d. Carpet;
 - e. Composite wood;
 - f. Agri-fiber products.

(Ord. No. 1278, § 1(exh. 1), 4-28-09)

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 21.

ITEM: Discussion requested by Council Member Reid regarding the noise ordinance. Enclose find a copy Chapter 12 of the Town Code and supporting documents.

DESCRIPTION:

Included is a copy of the Town's noise ordinance and general information on noise levels.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Chapter 12 - Article II - Noise	ARTICLE II.pdf
2.	How loud is too loud?	Dangerous Decibels » How Loud is Too Loud .pdf

ARTICLE II. - NOISE

Sec. 12-20. - Purpose.

The purpose and intent of this article is to control and restrict noises that may cause hardship or offense to residents or disrupt their right to the quiet enjoyment of their property.

Sec. 12-21. - Definitions.

Appliance means any air conditioner, pool pump, clothes washer, clothes dryer, or generator in service within the town prior to the effective date of this section.

Commercial landscaping means the cutting or trimming of grass, trees, shrubs or other foliage by a business entity or individual other than the owner or resident of the property for a fee.

Construction activity means any activity associated with the construction, renovation, repair alteration or demolition of any building, structure or any part thereof.

Noise means any audible sound emanating from any source.

Noise disturbance means any sound in quantities which are or may be potentially harmful or injurious to human health or welfare, or which unnecessarily interferes with the enjoyment of life or property, including outdoor recreation, of a reasonable person with normal sensitivities. Noises measured at an A-weighted equivalent sound level (Leg) in excess of 65 decibels between the hours of 9:00 a.m. and 10:00 p.m. (daytime decibel levels) or in excess of 60 decibels between the hours of 10:00 p.m. and 9:00 a.m. (nighttime decibel levels), taken with a calibrated sound level meter at the location of the dwelling unit or premises of the complaining party shall be considered prima facie evidence of a violation of this article. If there is no complaining party, the measurement shall be taken at approximately 100 feet from the property from which the noise is emanating.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter and A-weighted sound level network with fast and slow integrating time constants used to measure sound pressure levels. The sound level meter shall be capable of measuring the A-weighted equivalent sound level (Leg) and maximum sound level. The period of time over which sound levels are measured shall reflect the nature of the sound.

Sec. 12-22. - Prohibited acts generally.

The following acts and the causing or permitting thereof, are presumed to be in violation of this article.

- (1) Operating or playing any radio, television, phonograph, drum, musical instrument or other machine or device for the production, reproduction or amplification of sound which creates a noise disturbance.
- (2) Owning, possessing or harboring any animal or bird which frequently or for a continued duration howls, barks or makes other noises which create a noise disturbance.
- (3) Operating or causing the operation of any tools or equipment used in construction activity and landscaping outside the hours specified in section 12-26 without first receiving a permit from the town manager pursuant to section 12-25
- (4) Using or firing explosives, fire crackers, firearms, sirens or similar devices, except in an emergency, or using or firing firecrackers, skyrockets or the like if prior permission is not obtained from the town manager.

Sec. 12-23. - Exceptions.

The terms and prohibitions of this article shall not be applied to or enforced against:

- (1) Any motor vehicle, motor boat or other vehicle of the town, the county, the state or licensed public utility vehicle within the town while engaged in necessary public business.
- (2) The use of electric generators during a state of emergency as declared by the state, county or town.
- (3) Noise generated for the purpose of alerting someone to an emergency or in the performance of emergency work.

Sec. 12-24. - Appliance replacement.

Appliances emitting noises that constitute a noise disturbance must be made to comply with the provisions of the chapter or must be removed from service in accordance with the following schedule:

- (1) Appliances emitting noises with a decibel level exceeding the permissible level (65 decibels) by ten or more decibels must be removed from service within one year from the date on which this ordinance [chapter] is adopted.

Sec. 12-25. - Permits.

- (1) *Authorized.* Upon written application to the town manager or his designee submitted a minimum of seven days prior to the event or project at which noise levels are expected to reach the level of a noise disturbance, a permit may be granted exempting an individual from the prohibitions or hour restrictions contained in this article, subject to such conditions as the town manager may impose. The decision of the town manager shall be final and not subject to appeal, except by writ of certiorari in accordance with law.
- (2) *Application.* The application for a permit under this section shall contain the following information:
 - (a) The name, date of birth, address and telephone number of the person who will be in charge of the activity or event for which a permit is requested (the "supervisor");
 - (b) The name of the person, company or organization seeking the permit;
 - (c) The exact dates and times for which the permit is sought;
 - (d) The exact location of the activity or event for which a permit is requested;
 - (e) A description of the activity or event for which a permit is requested.
- (3) *Administrative procedures.* The town manager is hereby authorized to promulgate reasonable rules and procedures for application for, issuance and revocation of such permits. These rules and procedures shall serve to implement the intent and purpose of this article so that necessary and beneficial activities may occur while providing for protection of the public.
- (4) *Supervisor to be present at event.* The supervisor of the activity or event for which the permit is sought must remain at the location of the activity or event during the entire time stated in the permit.

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

(1) The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule:

- a) *Construction Activity* – Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays or Sundays, except for watering in connection with dust mitigation.
- b) *Interior Repair and Maintenance Activity* – Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on

Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.

- c) Landscaping Activity – Landscaping activity is permitted from 9:00 a.m. until 6:00 p.m. Monday to Friday. On Saturdays, landscaping activity is permitted between the hours of 10:00 a.m. and 5:00 p.m., but only by owners and tenants. There shall be no use of leaf blowers on Saturdays. No commercial landscapers are permitted to perform work in the Town on Saturdays.
- d) Town Projects – Town projects are permitted from 8:00 a.m. until 6:00 p.m. Monday to Friday. Weekends and night time hours shall be allowed at the discretion of the Town Manager, in the public's best interest to finish roadway and right of way projects expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the Town.

(2) Except for watering as provided for in Section 1(a) above, no construction, repair, maintenance, or landscaping activity is permitted 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 observed by the Town as a legal holiday.

(3) Notwithstanding the 9:00 a.m. start time provided for in Sections 1(a) and 1(b) above, projects that have submitted applications for new construction and foundation permits as of June 8, 2015 shall be permitted to perform construction activities from 8:00 a.m. until 6:00 p.m. Monday through Friday so long as all new construction and foundation permit(s) remain in full force and effect, except for construction activity located within 375 feet of Ruth K. Broad K-8 that shall commence no earlier than 9:00 a.m. Monday through Friday.

Sec. 12-27. - Penalties.

The following fines and penalties shall be imposed on violators of this article:

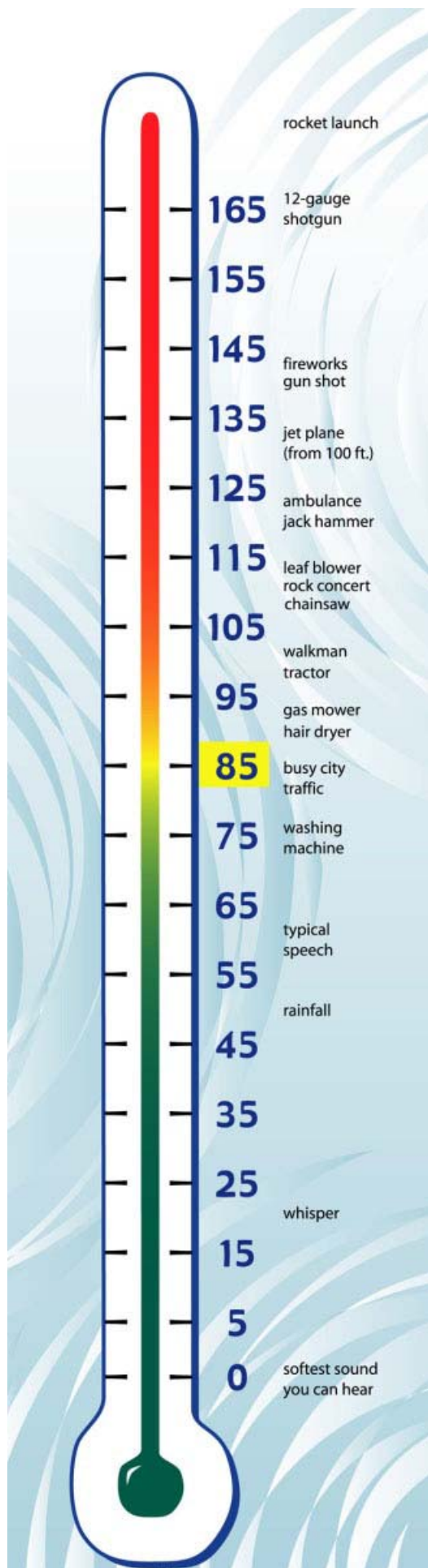
- (a) For the first violation, the violator shall receive a notice of violation imposing a fine of \$250.00.
- (b) For any subsequent violation, the violator shall receive a notice of violation imposing a fine of \$500.00.

Sec. 12-28. - Granting exceptions.

Whenever and wherever it shall appear to the satisfaction of the town manager that work on buildings within said town is of such a nature that the same cannot be stopped immediately within the time specified herein without substantial loss and damage to the contractor or the owner of said property, then, and only then, the town manager is hereby authorized in his discretion to except said work from the provisions of hereinabove only until the time necessary to complete such emergency work, or to relieve such undue hardship.



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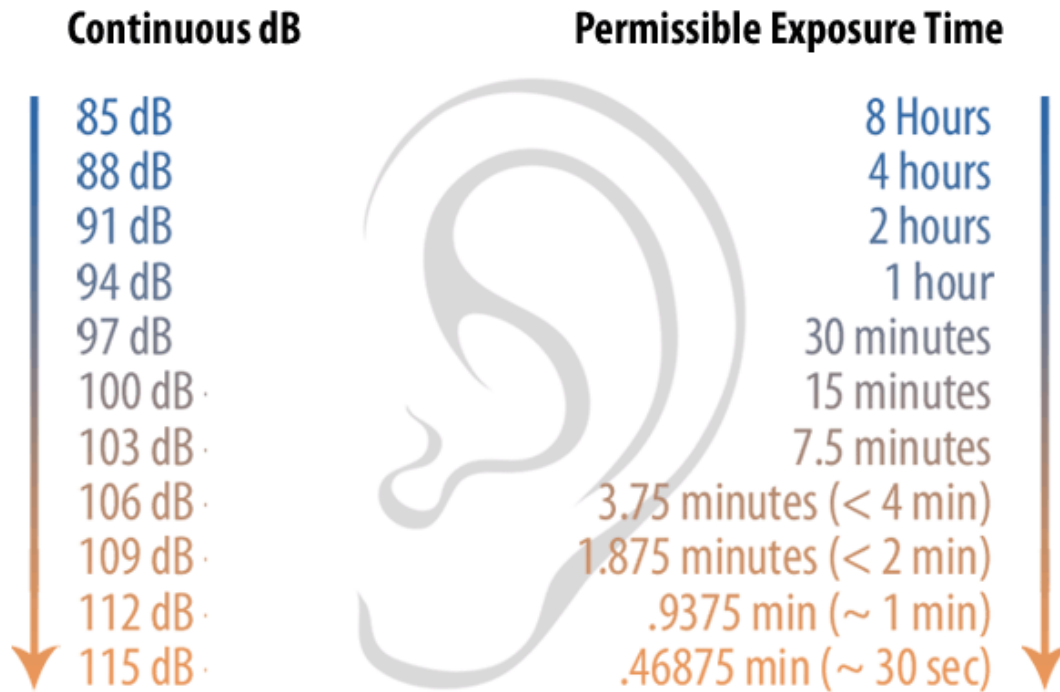


Decibel Exposure Time Guidelines

How loud is too loud?

Exposure Time Guidelines

Accepted standards for recommended permissible exposure time for continuous time weighted average noise, according to [NIOSH and CDC, 2002](#). For every 3 dBAs over 85dBA, the permissible exposure time before possible damage can occur is cut in half.



The Noise Navigator®: a database of over 1700 noise sources.

Developed by Elliott Berger, MS, Senior Scientist with 3M Occupational Health and Environmental Safety Division.

- Noise Navigator Spreadsheet - http://www.e-a-r.com/pdf/hearingcons/Noise_Nav.xls – see the tabs at the bottom of the page to find sound levels for settings occupational, non-occupational, military, aircraft, etc.
- E.A.R. Hearing Conservation FAQs - http://www.e-a-r.com/hearingconservation/faq_main.cfm (Visit this link for a list of interesting articles and graphics.)

(See item 2 on this list of interesting articles and graphics.)

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AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 22.

ITEM: Discussion and direction to staff on proposed changes to the ordinance regulating single family driveways, driveway materials and related items.

DESCRIPTION:

Enclosed is a staff report prepared by Michael Miller regarding some issues raised at the Council Meeting by Council Member Yaffe and some other items of concern to staff. Staff is seeking for direction from the Town Council to prepare an amendment to the Town Code to incorporate some or all of the changes proposed.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Proposed changes - driveways	BHI TC Staff Report SFR Driveways Aug 31 2015.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 *MJM*
Consultant Town Planner

Date: August 28th, 2015

Subject: Town of Bay Harbor Islands
Potential Land Development Code Amendment
Single-Family Driveways
MMPA Acct. No.: 01-0702-0500A

ISSUE

At the August 10th, 2015 Town Council meeting a discussion occurred about driveways (material, coverage, design, etc.) for single-family homes within the Town. Comments included "too much of the front yard areas were being paved" / "not enough landscaping". MMPA was requested to study this and report back with observations / recommendations.

ANALYSIS

MMPA researched other local municipal codes and researched existing site conditions at single-family homes in the Town to observe how modifying the single-family driveway regulations may affect future development. One key observation is that while the Town requires at least two (2) parking spaces for each single-family home, none are required in a garage. Typically a garage can accommodate 1-2 vehicles with room for 2-3 more vehicles in the driveway (straight / circular). A number of homes have removed their garages. Therefore, all parking must be done outdoors.

Percentage of Pervious (Green) Space – One way to reduce the expansive hard appearance from adjoining streets is to require a pervious (green) percentage (overall site / front yards). Currently there is no Code requirement for a minimum pervious area for single-family homes within the Town. Many other local municipalities require a pervious percentage for the lot with one municipality (North Miami Beach) requiring a certain percentage in the front (street side) yard. The attached table (Exhibit "A") shows the 18 single-family homes that have been approved by the Town since January 2014. The average pervious area for the entire lot for these projects is 41% with the lowest being 31% and the highest being 53%. The research of local municipalities show that most require 35% pervious (green) open space with some as high as 50%.

**Town of Bay Harbor Islands
Town Council Staff Report
Analysis of Single-Family Driveways
August 28th, 2015
Page 2**

The attached table (exhibit A) also shows that of the 18 single-family homes approved by the Town since January 2014, the average front (street side) yard pervious area is 50% with the lowest being 30% and the highest being 70%. North Miami Beach requires at least 25% of the front yard area to be pervious.

As stated above it is noted that the Town does not require an interior garage for single-family homes. Many other municipalities require this; this would also potentially reduce the hard appearance along adjoining streets.

MMPA recommends the Town Council discuss the idea of a pervious (green) space requirement (overall site / front yards) and instruct staff on how they would like to proceed.

Driveway Setbacks – The Town Council felt that a few recent single-family driveways are rather expansive and have a hard appearance from the street, as many of the newer homes approved include a so-called “parking court” in street yards (primary front / side-street for corner lots). One way to potentially soften the appearance is to require a minimum setback from the street property line to on-site parking areas, similar in concept to what the Town requires for multifamily developments (not as wide). Currently Sec-5-19.2 only requires a 5-foot setback from the side property lines for driveways. There are currently no regulations to require an on-site parking area (driveway / parking space / other impervious area) to be setback from the front / street-side property line. It is highly unlikely that the Planning and Zoning Board would approve such design but there are no Code requirements. MMPA recommends that a minimum setback of 3-5 feet be required from the front property line to any interior parking area (driveway / parking space). There would need to be accommodations for circular drive designs (curved islands). Most single family homes on the west island still have paved parking areas in the adjoining Town swales – the majority of residents wanted this to remain in the Community Enhancement improvements. This adds to the “hardscape” appearance along the roadways. A minimum landscape setback requirement would provide for some green space prior to any on-site parking areas. See the attached draft Code language (Exhibit “B”) for consideration.

Driveway Material – The Town Council also mentioned that the allowable driveway material for single-family homes must be addressed. Some recent homes have installed decorative concrete “panels” separated by grass / metal / wood / stone (approved by PZB / staff). This was viewed as desirable by the Town Council but the existing Code language is somewhat vague, as it prohibits “plain concrete”. Recently a single-family home installed (without Town permission) open turf block as their driveway material (in illegal location too). The Town Council discussed this material at last month’s meeting, opined that this material is not appropriate as a driveway material within the Town and that turf block should be added to the list of prohibited driveway materials in Sec. 5-19.2(e). Although not discussed MMPA notes that numerous existing driveways are asphalt but are not prohibited. MMPA agrees that turf block can look “cheap” and unsightly if not maintain properly, and the material can be a liability (tripping).

Section 5-19.2(e)(3) lists “plain” concrete as a prohibited material; however, the Town Attorney has opined that if this material is decorative and broken up, it is permitted. Many driveways have been approved with this design / material. The Council requested that this language be included in the Code.

Security Gates – In addition to the items discussed at the August 10th, 2015 Town Council meeting, at an April 2015 Planning and Zoning Board meeting a discussion occurred about security gates for a new single-family home located at 1361 Kane Concourse. It was discovered that there is no Code requirement to provide enough space for the vehicular stacking of at least one vehicle off of Kane Concourse so that through traffic is not blocked. The Town has “required” this during site plan approval but no formal Code language exists. MMPA was instructed to draft Code provisions to address this issue.

Section 23-30(c) of the Town Code currently states that adequate provisions shall be made for the stacking of vehicles so that vehicles waiting to enter or exit a site do not block traffic on the adjoining street. Any security gates shall be set back to accommodate at least one in-bound vehicle inside the property line. However, at the April 7th, 2015 PZB meeting, it was discovered that this section only applies to multi-family developments on the East Island. Section 5-19.2, which is the Code section that regulates driveways for the single-family homes (West Island), is silent on the issue.

At that PZB meeting, it was mentioned that two homes on Kane Concourse (1331 and 1351) currently have fenced front yards with vehicular security gates that provide ample room for the stacking of one (1) inbound vehicle off of the street. MMPA inspected the sites, took photographs and measured the distances that were provided. Both gates provided a distance of 18-19 feet from the street curb line to the face of the security gate for inbound vehicles. MMPA / Town staff feels that the space provided is sufficient as the standard parking space size used in the Town is 18-feet in length. It should be mentioned that traffic is relatively calm on the interior West Island roadway, other than Kane Concourse; therefore, it would not be necessary to provide stacking of inbound vehicles. See the attached draft Code language (Exhibit “B”) for consideration.

Minimum Driveway Width for Straight Driveways – Another item that has recently been discussed between MMPA / Town staff has been the minimum driveway width for straight-in driveways. Section 5-19.2(d)(1) currently states that straight driveways must be a minimum of 18-feet in width. The intent of this section of the Code is to provide for the required two (2) parking spaces in the driveway. However, a few recent designs submitted to the Town show two separate single car straight-in driveways, one on each side of the lot. The Town Manager has the ability to approve such permits and has instructed staff to approve several. MMPA feels that two straight-in driveways would meet the intent of providing for two (2) parking spaces. MMPA recommends the Code be amended to provide regulations for this type of driveway design. See the attached draft Code language (Exhibit “B”) for consideration.

SUMMARY

At the August 10th, 2015 monthly Town Council meeting a discussion occurred about driveways (material, coverage, design, etc.) for single-family homes within the Town. MMPA recommends the Town Council review and discuss the above analysis and instruct staff on how they would like to proceed.

Attachments: Exhibit “A” – Analysis of Approved Single- Family Homes
 Exhibit “B” – Draft Code Language
 Exhibit “C” – Single-Family Lot Analysis

EXHIBIT "B"

**The Town of Bay Harbor Islands, Florida Code of Ordinances
is hereby amended as follows:**

CHAPTER 5

BUILDINGS AND CONSTRUCTION

ARTICLE I. IN GENERAL

Sec. 5-19.2. - Driveways, general; restriction on location and size; prohibited materials in construction of driveways and parking areas; approval of planning and zoning board.

- (a) *Driveways, general.* All single-family residences in the town shall have an outside driveway for off-street parking of at least two vehicles.
- (b) *Location of driveways.* No portion of a driveway at a residence in the RD single-family district of the town may be installed closer than five feet to the side and to any front (street) yard lot line. For circular driveways the landscape strip dimension may taper at the property line. Further, no portion of such driveway shall be installed in the side yard setback beyond the imaginary extension of a line extended from the front wall of the residence to the side yard lot line.
- (c) *Intersection with streets.* Driveways for residential lots shall not encroach into the street corner radius of two intersecting streets, or be closer than 25 feet to the intersection of extended right-of-way lines.
- (d) At the intersection of any single-family driveway on the West Island and Kane Concourse, adequate provisions shall be made for the stacking of inbound vehicles so that vehicles waiting to enter a site do not block traffic on Kane Concourse. Any inbound security gate shall be set back a minimum of 18-feet from the street curb line to the face of the security gate to accommodate at least one inbound vehicle inside the street curb line.

~~(e)~~ (e) *Size of driveways.*

- (1) *Straight driveway configuration:* Unless otherwise approved by the town manager or the planning and zoning board based on architectural and aesthetic characteristics of a particular location, the minimum width of any straight driveway in the RD single-family district of the town shall be 18 feet and the maximum width shall be 20 feet. Notwithstanding the above, the minimum width of straight driveways may be reduced to 12 feet for a single vehicle driveway, provided there are two separate individual driveways for the residence.
- (2) *Circular driveway configuration:* Unless otherwise approved by the town manager or the planning and zoning board based on architectural and aesthetic characteristics of a particular location, the minimum width of any circular driveway in the RD single-family district shall be 12 feet, and the maximum width shall be 20 feet, and further provided that no portion of the driveway may be wider than 20 feet at the right-of-way line.

~~(e)~~ (f) *[Prohibited construction materials.]* The following materials shall be prohibited in the construction of new driveways and all other parking areas, except as provided in subsection ~~(f)~~(g) below:

- (1) Loose gravel.
- (2) Epoxy chattahoochee.
- (3) Plain concrete.
- (4) Turf block.
- (5) Asphalt.

~~(f)~~ (g) *[Use of colored or decorative concrete.]* The use of plain concrete impregnated with color, stamped concrete, decorative concrete slabs separated by grass, pavers, stone, or similar material, or any combination thereof is allowed. The use of plain concrete in the ~~BAA~~ B-1 zoning district is also allowed.

~~(g)~~ (h) *[Conformance of existing driveways or paving area.]* At any time when the value of improvements, made within a twelve-month period to a property through construction-related work, equals or exceeds 25 percent of the assessed value of the structure, based on the most recent published assessment of the county tax assessment office, the existing driveways or parking areas for the property shall be brought into conformance with subsections (e) and (f) of this section.

~~(h)~~ (i) *[Construction-related work.]* "Construction-related work" includes, but is not limited to, landscaping, roofing, improvement of utilities, remodeling and building additions.

~~(i)~~ (j) *[Prior filing of application for permit.]* All driveways and parking areas under this section shall require the prior filing with the town of an application for a driveway permit together with scale drawing(s), and approval of the town manager or planning and zoning board as to design, location, size, materials and color.

~~(j)~~ (k) *Section application.* This section applies to all driveways in the RD single-family district of the town which are newly constructed; it also applies to reconstruction and/or renovation of existing driveways in that district. Seal-coating or overlay of existing asphalt driveways, absent any change in shape, size or location, shall not be considered as reconstruction or renovation for purposes of this section.

Exhibit "A"
Town of Bay Harbor Islands
Analysis of Approved Single Family Homes as of January 2014

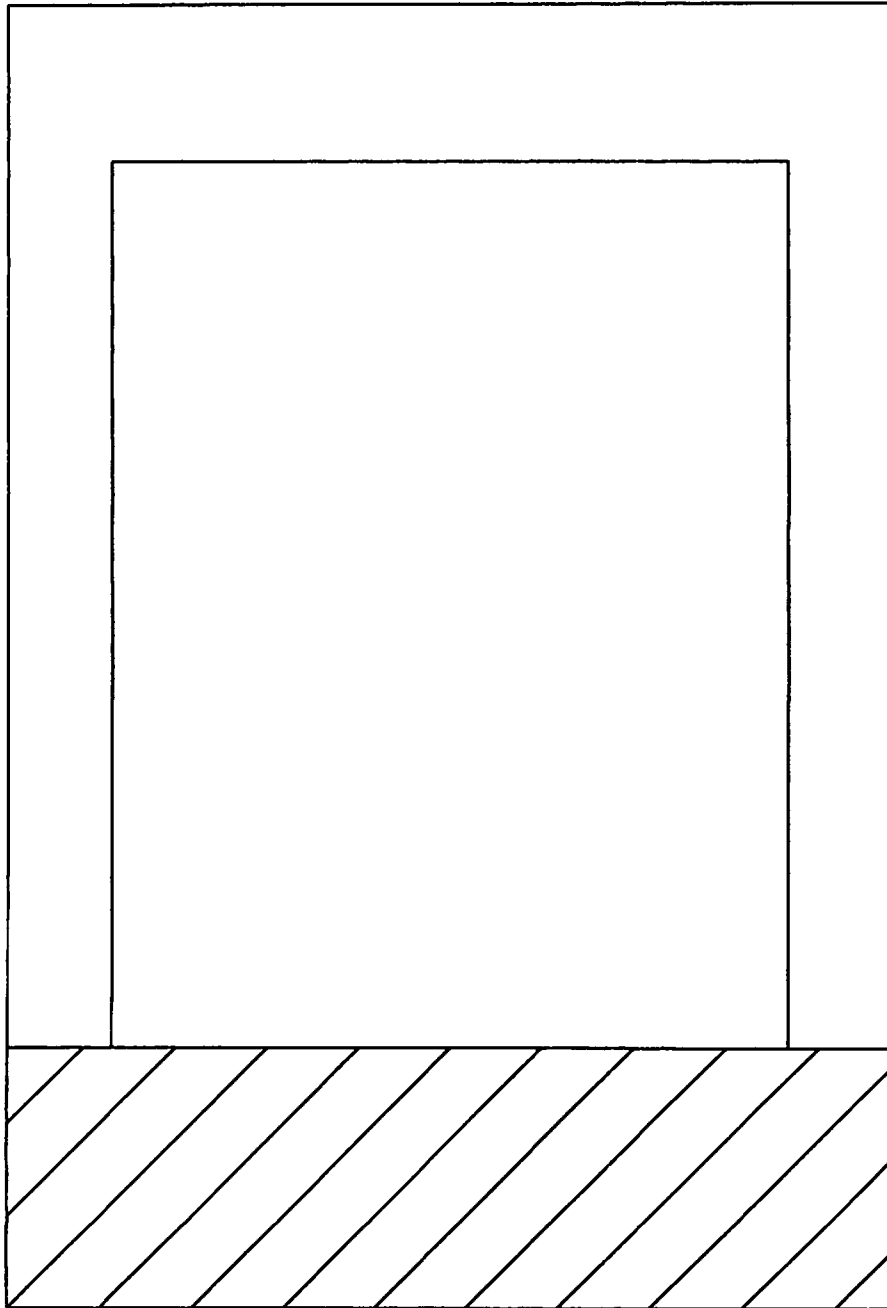
Project Name	Address	PZB Approved	Total Lot Pervious (Green)	Front Yard Pervious	Pool	Garage	Driveway Type	Driveway Width at PL
Finvarb	9500 WBVD	9/2/14	41%	30%	Yes	2 Car	2 Straight	14'-0" for both
Seiden	1288 101 st Street	6/17/14	38%	66%	Yes	2 Car	1 Straight	24'-0"
Albergel	9811 WBHD	2/4/14	41%	52%	Yes	2 Car	1 Straight	22'-7"
Eichen	10340 WBVD	2/4/14	37%	45%	Yes	3 Car	Straight with Parking Court and Side Entry Garage	18'-0"
Casa Bahia Mar	1261 101 st Street	9/16/14	52%	40%	Yes	None	1 Straight Portico	18'-0"
Popiloff	1270 95 th Street	5/20/14	42%	70%	Yes	2 Car	1 Straight	20'-0"
Karam	9530 WBHD	5/20/14	36%	53%	Yes	3 Car	1 Straight with Parking Court and Side Entry Garage	25'-0"
Oren	1261 99 th Street	5/6/14	35%	45%	Yes	2 Car	2 Straight	20'-0" for both
Moezinia	9740 WBVD	6/17/14	38%	51%	Yes	2 Car	1 Straight	20'-4"
1350 BH LLC	1350 98 th Street	8/19/14	32%	34%	Yes	2 Car	Circular	18'-0"
Gebara	1311 100 th Street	11/5/14	37%	44%	Yes	2 Car	Circular	12'-0" 20'-0"
Yoran	1360 98 th Street	1/20/15	53%	53% existing	No	2 Car	Circular	12'-0" 20'-0"
Tabacinic	10200 WBVD	4/7/15	48%	61%	Yes	2 Car	Circular with Parking Court and Side Entry Garage	13'-0" for both
Gross	1361 Kane Conc.	5/5/15	39%	54%	Yes	2 Car	Straight with Parking Court	21'-10"
Garden House I	1260 95 th Street	3/3/15	54%	65%	Yes	2 Car	1 Straight	20'-3"
Mizrahi	1330 97 th Street	8/18/15	42%	29%	Yes	1 Car	Straight with Parking Court	20'-0"
Burstyn	1310 95 th Street	5/19/15	40%	65%	Yes	2 Car	Straight	21'-6"

Exhibit "A"
Town of Bay Harbor Islands
Analysis of Approved Single Family Homes as of January 2014

Project Name	Address	PZB Approved	Total Lot Pervious (Green)	Front Yard Pervious	Pool	Garage	Driveway Type	Driveway Width at PL
9420 WBVD	9420 WBVD	8/4/15	38%	39%	Yes	2 Car	Straight with Parking Court and Side Entry Garage	14'-0"
Average:			41%	50%				

Average Interior Corner Lot (80' x 125')
Average Front Yard Setback Area: 4,500 square feet

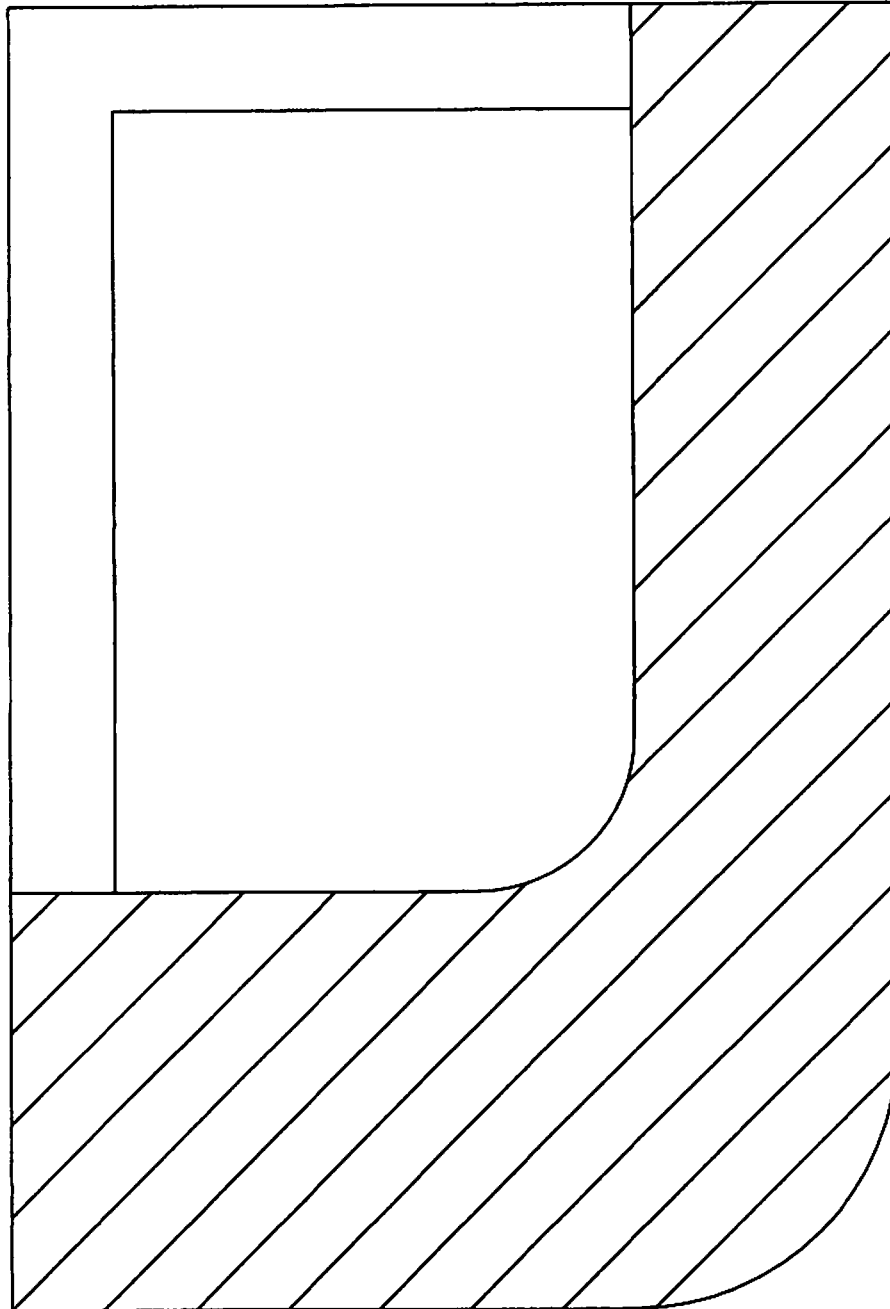
Town of Bay Harbor Islands Single-Family Driveway Study



Average Interior Lot (80' x 125')

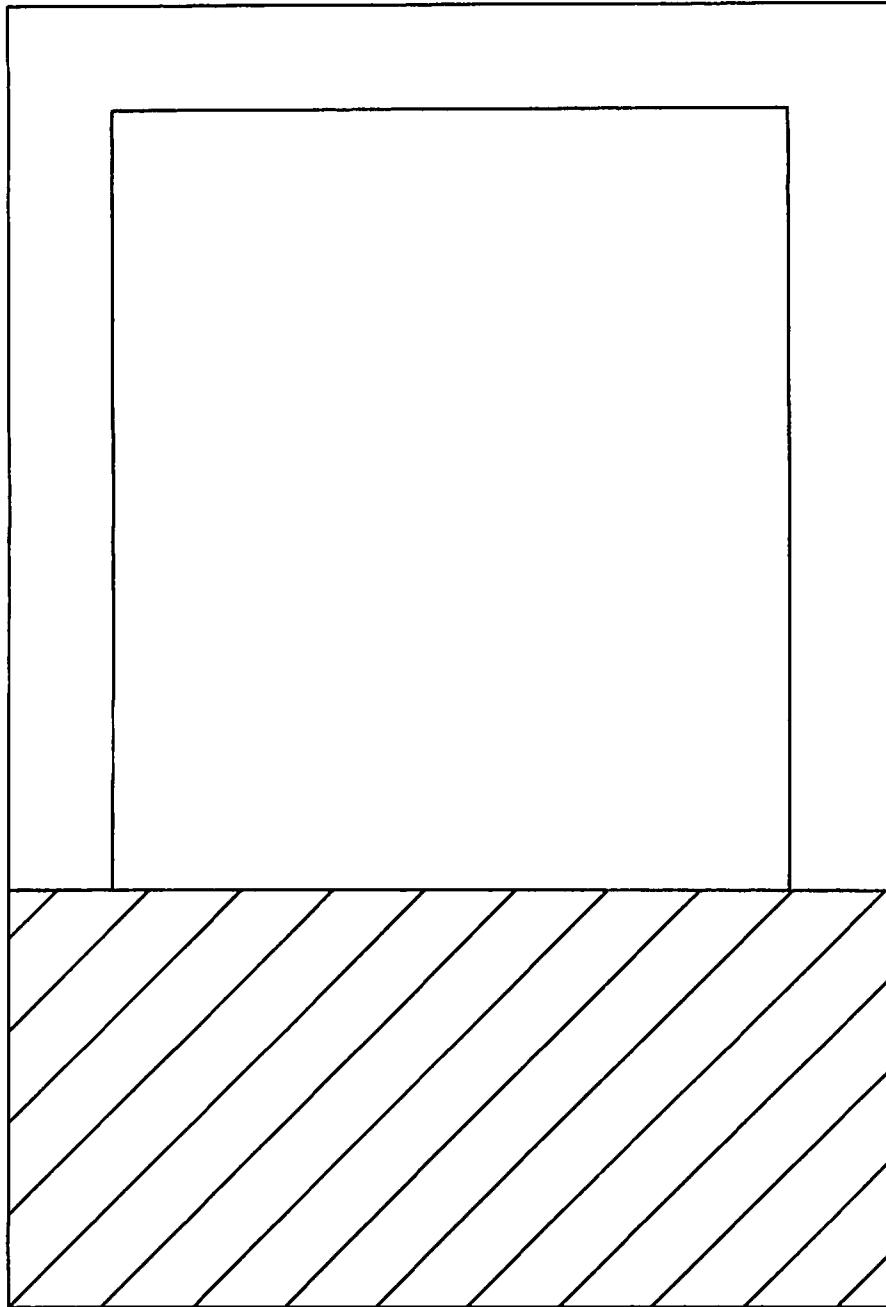
Average Front Yard Setback Area: 2,000 square feet

**Town of Bay Harbor Islands
Single-Family Driveway Study**



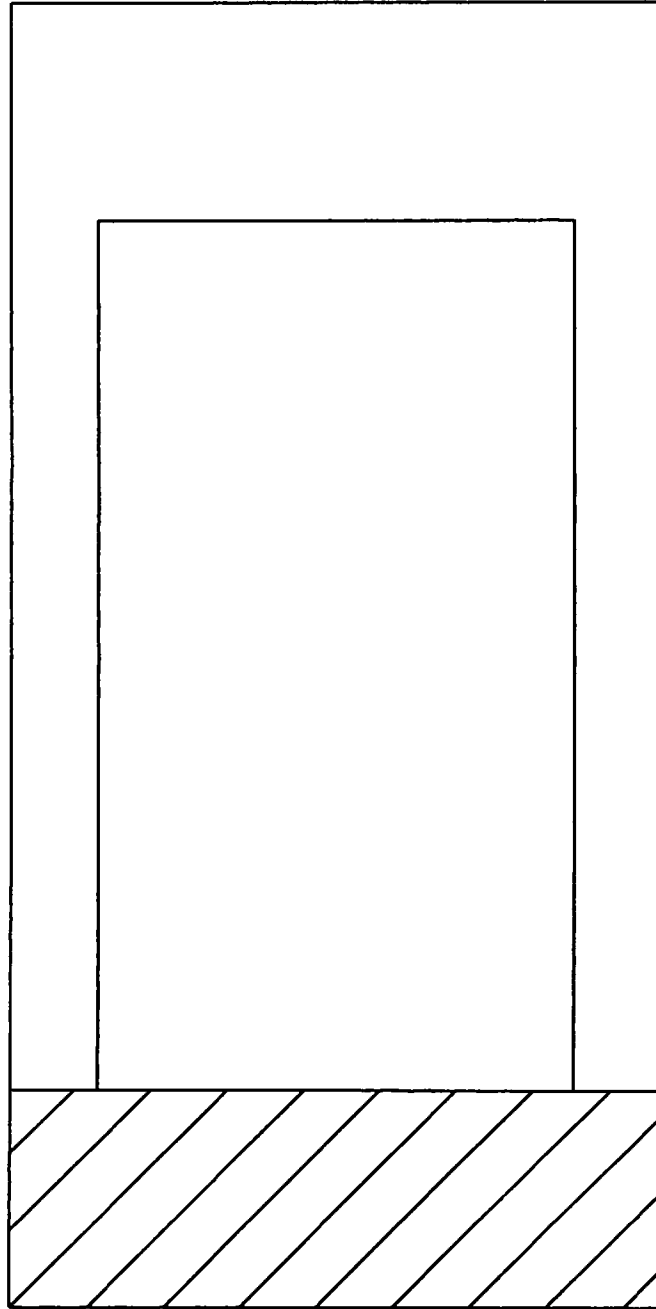
**Average Corner Lot on Kane Concourse (80' x 125')
Average Front Yard Setback Area: 5,400 square feet**

Town of Bay Harbor Islands Single-Family Driveway Study



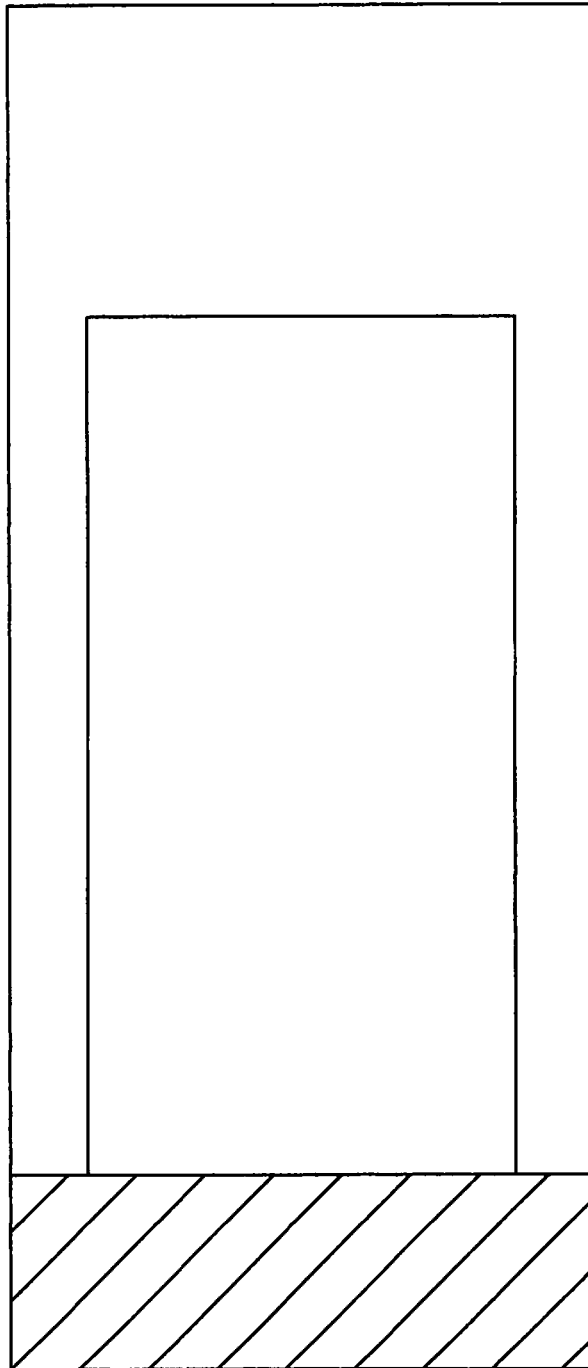
Average Interior Lot on Kane Concourse (80' x 125')
Average Front Yard Setback Area: 3,200 square feet

**Town of Bay Harbor Islands
Single-Family Driveway Study**



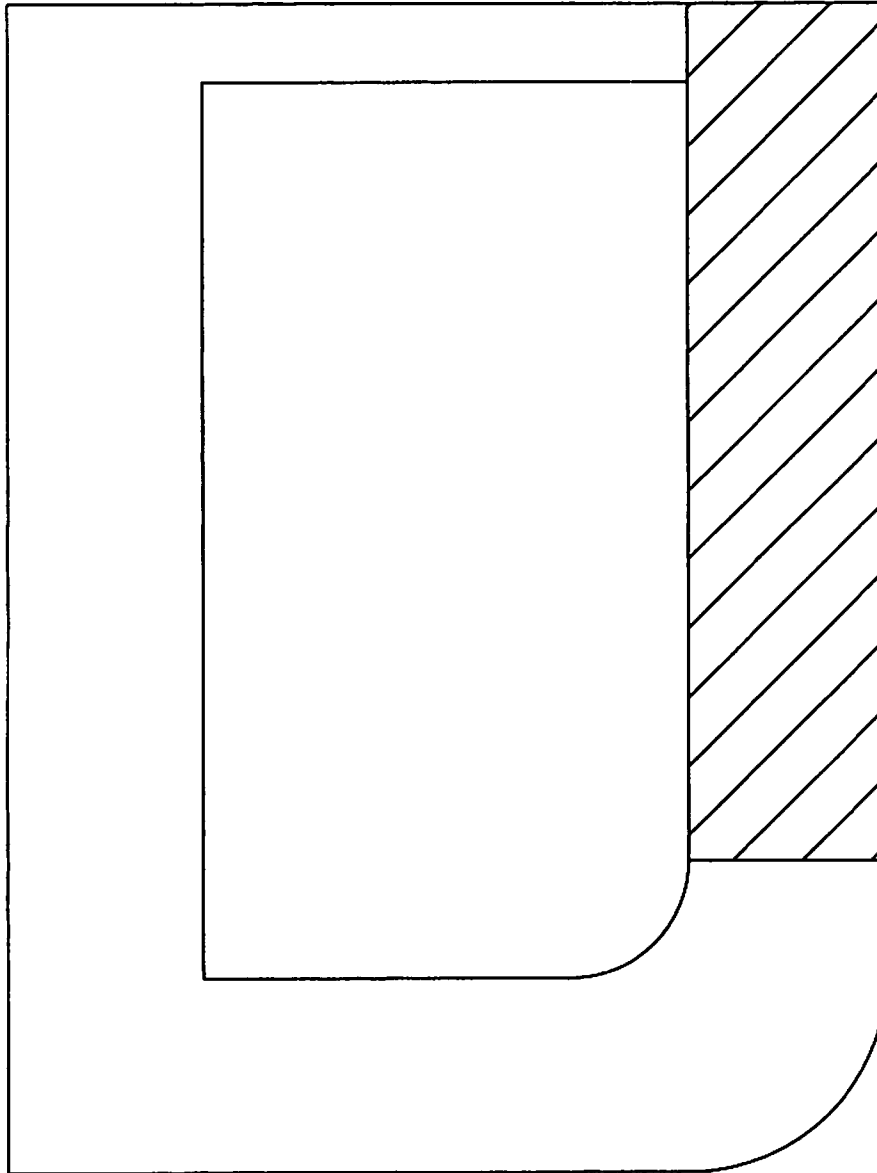
**Average Waterfront Lot on Bay Harbor Waterway (75' x 150')
Average Front Yard Setback Area: 1,875 square feet**

**Town of Bay Harbor Islands
Single-Family Driveway Study**



**Average Waterfront Lot on Biscayne Bay (75' x 175')
Average Front Yard Setback Area: 1,875 square feet**

Town of Bay Harbor Islands Single-Family Driveway Study



Average Waterfront Corner Lot on Bay Harbor Waterway
(75' x 175')
Average Front Yard Setback Area: 2,750 square feet



To see all the details that are visible on the screen, use the "Print" link next to the map.



• Asphalt Driveway

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 23.

ITEM: Discussion and approval of conceptual design for landscaping submitted by O'Leary Richards Design Associates, Inc. This item was originally requested by Council Member Fuller and staff was directed by the Town Council to research and bring back for approval.

DESCRIPTION:

At a prior Council Meeting, a review of the current landscaping design in Bay Harbor Islands was requested to look specifically at Kane Concourse, the East and West Island corner planting, vegetation and tree selection and make recommendations to enhance their overall appearance. O'Leary Richards Design Associates have submitted several concepts for Town Council consideration with estimated costs.

Staff would recommend making adjustments to the Kane Concourse as suggested.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

Any Funds to be allocated to this proposed project, if approved would come from BHI Reserves.

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager

ATTACHMENTS

1.	Landscape Design	Bay Harbor Island-Conceptual Design Presentation 20150827 Final.pdf
----	------------------	--



Bay Harbor Islands Conceptual Landscape for Street Corner Improvements

Town Council Meeting | September 16, 2015

O'Leary Richards Design Associates, Inc.
Landscape Architecture & Planning



Overview

- **Area Map**
- **Kane Concourse Recommendations**
- **Street Corner - Existing Conditions**
- **Street Corner - Concepts**
- **Proposed Plant Palette**
- **Probable Cost of Construction**

Kane Concourse

- Remove high maintenance Gold Mound and Indian Hawthorn
 - *Introduce colorful groundcover for visual interest*
 - *Introduce evergreen groundcover adjacent to Variegated Crotons for contrast*



Existing condition looking East at Bay Harbor Terrace

before



Proposed view looking East at Bay Harbor Terrace

after



Existing condition looking Southeast toward East Bay Harbor Drive

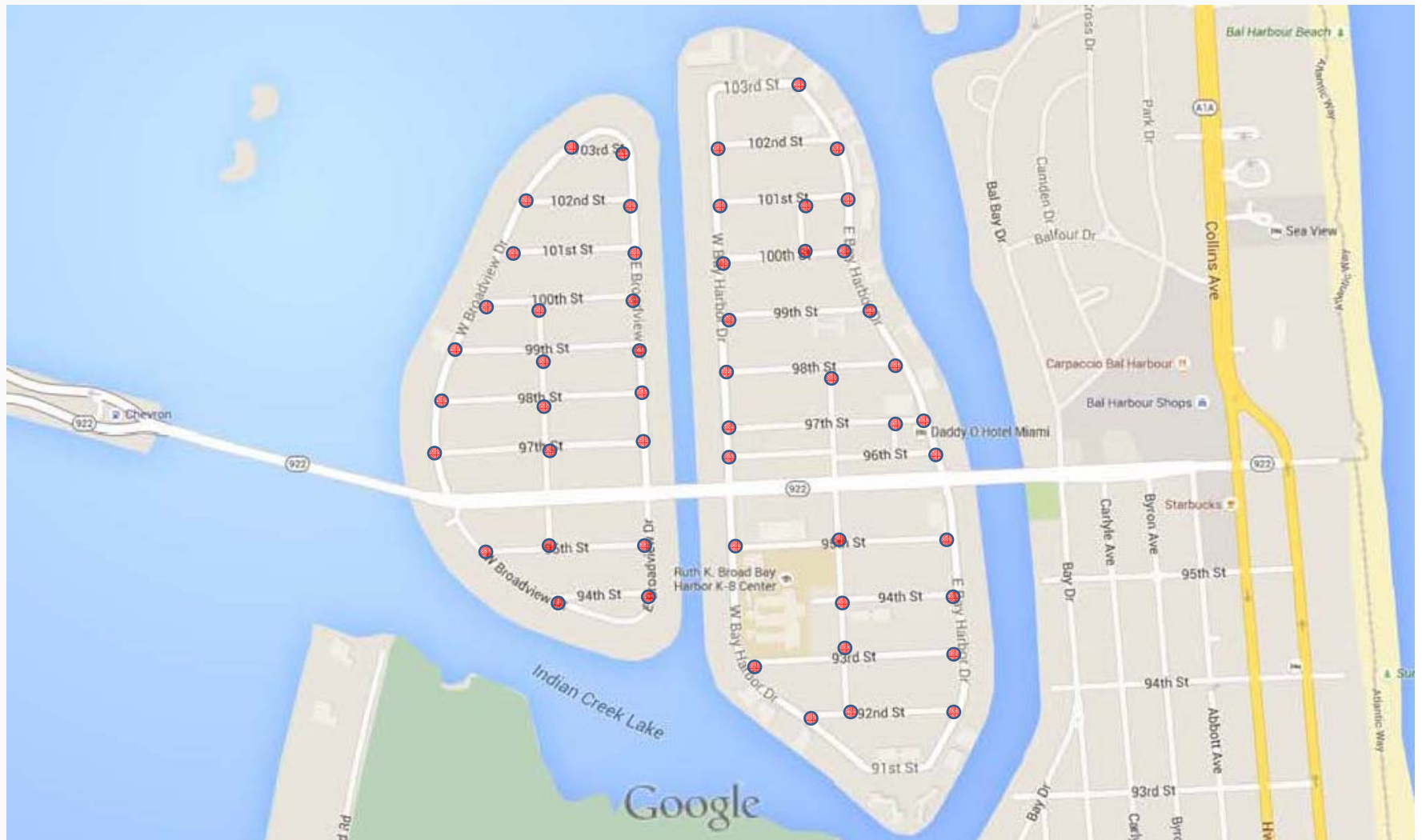
before



Proposed view looking Southwest at SW 68th Court

after

Area Map



● Denotes Street Corners

Typical Street Corner Plan View Concepts #1, 2 & 3



Typical Street Corner at 98 Street & W. Bay Harbor Drive
PLAN VIEW

Street Corner – Concept #1

- *Retain mature Royal Palms*
- *Introduce small evergreen or flowering trees in between Royals to screen views*
- *Introduce Clusia hedge in background*
- *Introduce color using Crinum Lilies and Bromeliads*
- *Introduce 'Green Island' Ficus border in foreground*



Existing Red Copperleaf, Ixora
'Nora Grant' & Green Island Ficus

before



after

Plant Palette – Concept #1



Conocarpus erectus 'Sericeus'
(Silver Buttonwood)



Elaeocarpus decipiens
(Japanese Blueberry)



Lagerstroemia indica
(Crape Myrtle)

Tree alternatives



Clusia guttifera
(Small-leaf Clusia)



Aechmea blanchetiana 'Orange'
(Orange Bromeliad)



Ficus macrocarpa 'Green Island'
(Green Island Ficus)

Street Corner – Concept #2

- *Retain mature Royal Palms*
- *Retain Red Copperleaf in background*
- *Introduce contrasting Fountain Grass in front of Copperleaf*
- *Introduce Crinum Lilies at corners for visual interest*
- *Introduce 'Green Island' Ficus border in foreground*



before



after

Plant Palette – Concept #2



Thrinax radiata (triple)
(Florida Thatch Palm)



Ficus microcarpa
'Green Island'
(Green Island Ficus)



Crinum augustum
(Queen Emma Crinum Lily)



Pennisetum setaceum
(Fountain Grass)

Street Corner – Concept #3

- *Remove mature Royal Palms*
- *Introduce Clusia hedge in background*
- *Introduce color using Crinum Lilies and Bromeliads*
- *Introduce 'Green Island' Ficus border in foreground*
- *Introduce majestic Bismark Palms as feature tree*



before



after

Street Corner – Concept #4

- *Remove Royal Palms and introduce shade trees such as Mahogany.*
- *Retain existing Mahoganies at several street corners*
- *Introduce Cat Palm in background*
- *Introduce color using 'Dazzle' Dwarf Schefflera with Aerva 'Red Velvet' in foreground*



Typical Street Corner at 98 Street & Bay Harbor Terrace
PLAN VIEW



before



after

Plant Palette – Concept #4

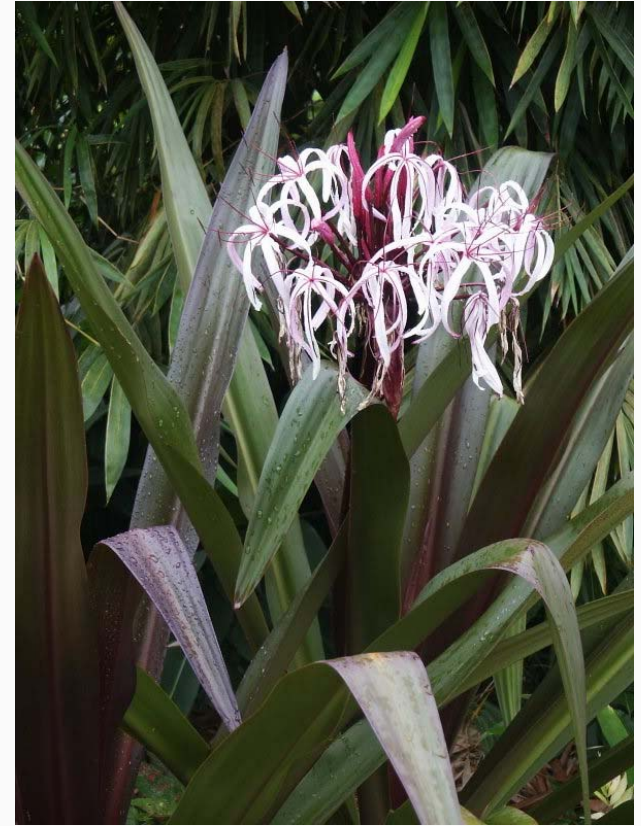


Swietenia mahogani
(Mahogany)

Plant Palette – Concept #4



Chamadorea cataractum
(Cat Palm)



Crinum augustum
(Queen Emma
Crinum Lily)



Schefflera arboricola 'Dazzle'
(Dazzle Dwarf Schefflera)



Aerva lanata 'Red Velvet'
(Aerva Red Velvet)

Probable Cost of Construction

<i>Street Corner Concept #1</i>	<i>\$ 7,500</i>
<i>Street Corner Concept #2</i>	<i>\$ 8,250</i>
<i>Street Corner Concept #3</i>	<i>\$ 14,000</i>
<i>Street Corner Concept #4</i>	<i>\$ 10,000</i>

AGENDA ITEM REPORT

September 16, 2015

ITEM NUMBER: 24.

ITEM: Discussion and selection of Entrance Signage Feature for the Town to be located on the Shepard Broad Causeway Island. Enclose find copies of the proposed sign features.

DESCRIPTION:

The Town Council asked that staff solicit additional entrance way feature signs for Shepard Broad Causeway. At a previous meeting only one design was presented and staff was directed to seek other designs. We advertised for additional design concepts and received two more. Also, we reached out to two Universities but they didn't express an interest in this project.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

\$150,000 was budgeted for an entrance way sign as part of the Sunpass Toll Plaza conversion. Any funds above this amount would come from Causeway Reserves and be approved by the Town Council. The Shepard Broad foundation has committed to making a substantial contribution for this project.

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Benjamins Group	Benjamins-Group.pdf
2.	Reines & Straz	BHIENTRY FINAL REVISED REINESandSTRAZ.pdf
3.	TGA Design	TGA-Design-Stantec.pdf
4.	TGA Desogn	TGA-Design-Stantec-Elliptical Plaza Final.mp4



**BENJAMINS
GROUP**

Broad Island Entry Feature Bay Harbor Islands & Shepard Broad Causeway

We are exhilarated and proud, here at Benjamins Group, to present this proposal for the new entry feature welcoming residents and visitors to the Bay Harbor Islands via the Shepard Broad Causeway.

This proposal is a manifestation of inspirational elements derived from Miami's unique, burgeoning art scene and rich history. Inspired by MIMO, Miami Modern, and the distinctive concentration of architecturally significant buildings on the Bay Harbor Islands, including designs by Morris Lapidus, Henry Horwath, and Charles McKelahan, our proposal integrates elements indicative of Miami's exciting past, while providing a revealing look into its future.

Materiality, maintenance, and perception, were essential factors in our consideration of this proposal. From the beginning, we found it important to define this project as understated but still able to translate Miami's stimulating character through form and material.

To achieve these goals, the entry feature will be constructed out of materials similar to the built environment of Bay Harbor, providing a familiar aesthetic for residents. The reduction of maintenance costs will be achieved by situating the required signage, Bay Harbor Islands & Shepard Broad Causeway, in an elevated glass box. This isolation will keep the signage virtually free from environmental wear, keeping maintenance costs low. As well, the feature will be completely self-sustaining in terms of power with ample solar panels situated on its sloped top.

The form of the proposed entry feature is that of an elevated glass cube, with a single sloped top, turned 45 degrees on the North/South axis. On the exterior, the elevated form floats over a long reflecting pool. The cube will be formed from concrete and glass: the top and bottom in concrete providing a solid streamlined base, two clear glass sides, and two translucent fused art glass facades. The two clear sides will provide unobstructed views of the signage, while the two fused art glass sides will create a beautiful light quality from all vantage points, be it from the street or the water, welcoming visitors to the Bay Harbor Islands and providing residents a distinctive threshold from city to home.



Surfside

Bal Harbor

Bay Harbor West Island

Bay Harbor East Island

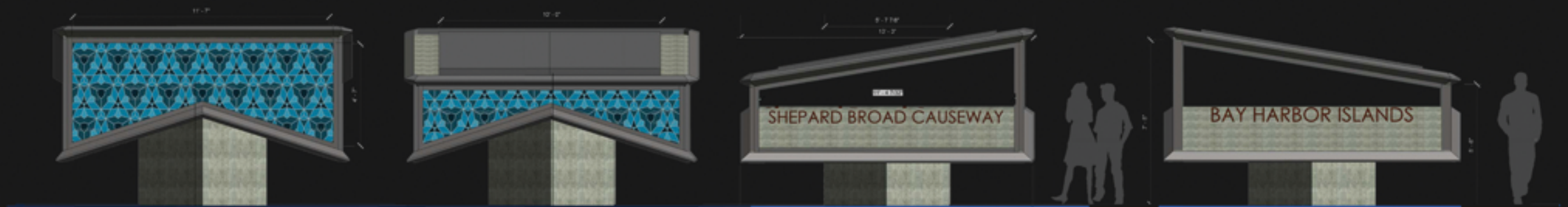
Site Proposal





BENJAMINS
GROUP

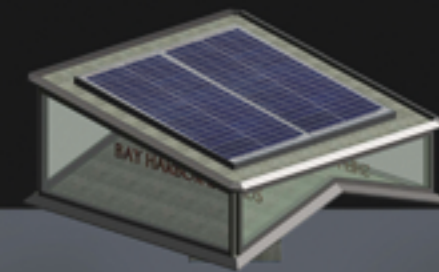
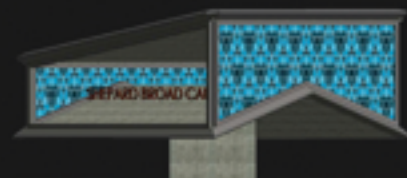
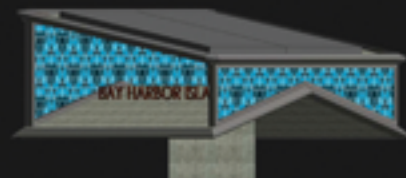
Broad Island Entry Feature
Bay Harbor Islands & Shepard Broad Causeway



Brood Island Entry Feature
Bay Harbor Islands & Shepard Broad Causeway



The proposed entry feature is multi-directional in function. As one travels east on the Shepard Broad Causeway the Sign reads "Bay Harbor Islands". As one travels west, away from Bay Harbor, the Sign reads "Shepard Broad Causeway".



Self powered unit
Solar Panels

Broad Island Entry Feature
Bay Harbor Islands & Shepard Broad Causeway





**BAY HARBOR ISLANDS
& SHEPARD BROAD
CAUSEWAY
ENTRANCE FEATURE
VIEW FROM EASTBOUND**

**REINES
& STRAZ**
REINES & STRAZ, LLC
975 41ST STREET, #407
MIAMI BEACH, FL 33140
REINES-STRAZ.COM
305.397.8779
AA26002849

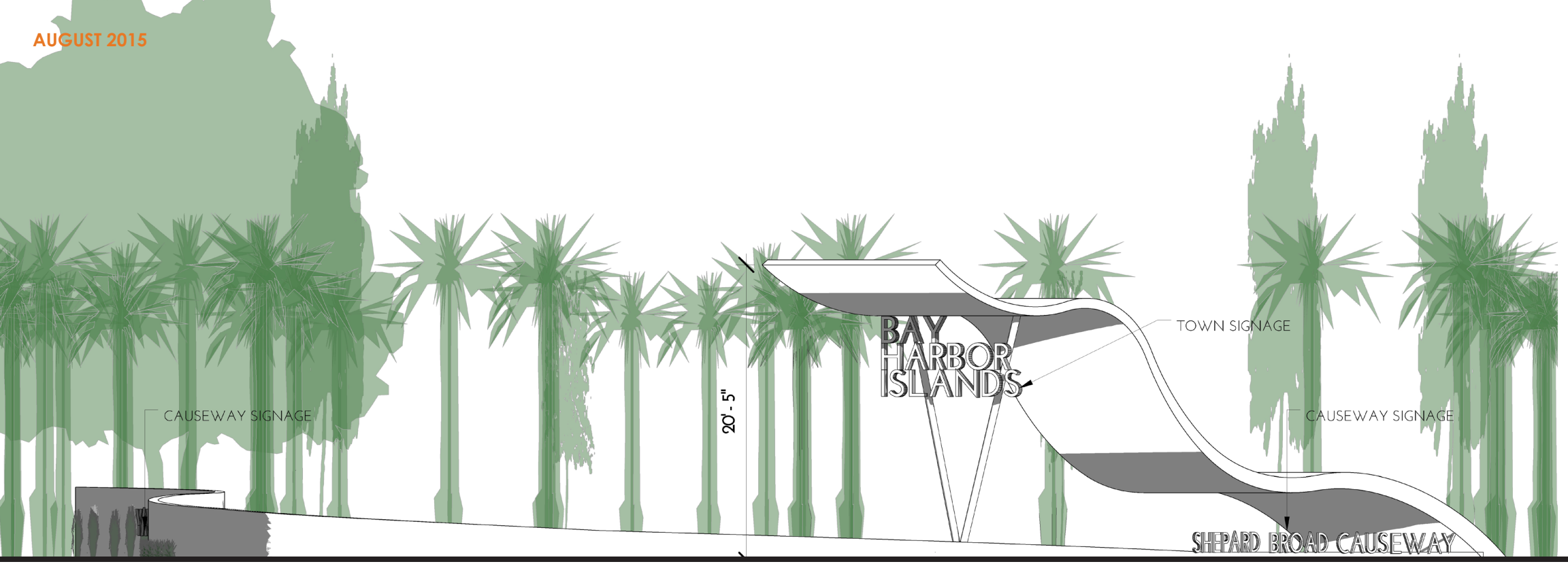
ARCHITECTURE INTERIORS PLANNING



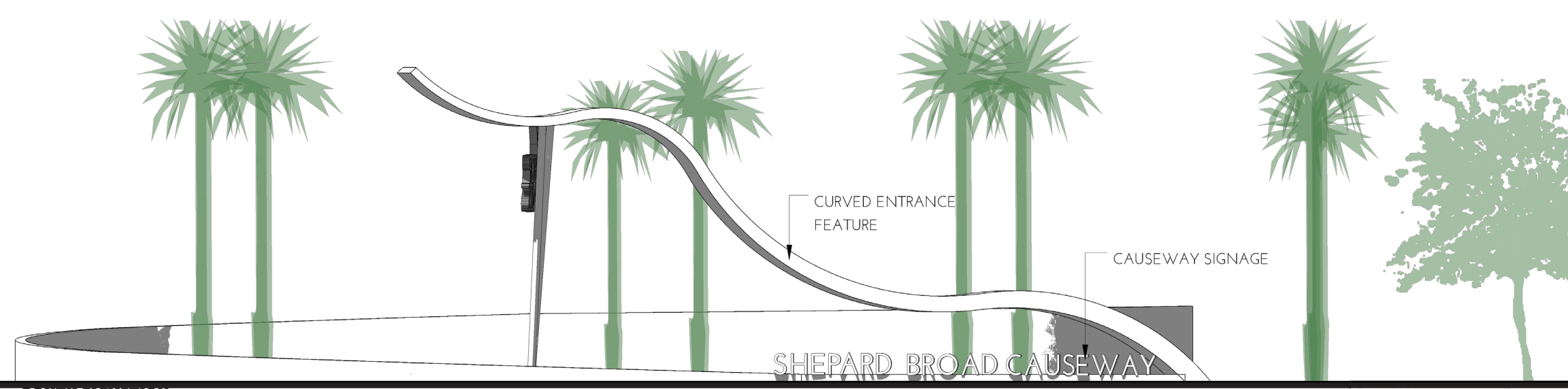
**BAY HARBOR ISLANDS
& SHEPARD BROAD
CAUSEWAY
ENTRANCE FEATURE
VIEW FROM WESTBOUND**

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& STRAZ**
REINES & STRAZ, LLC
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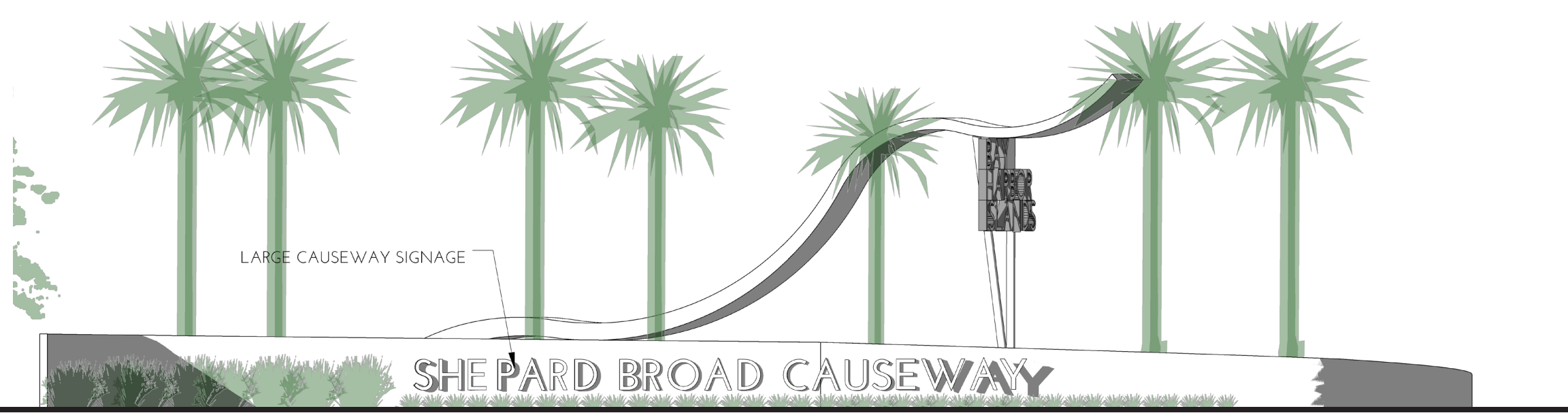
ARCHITECTURE INTERIORS PLANNING



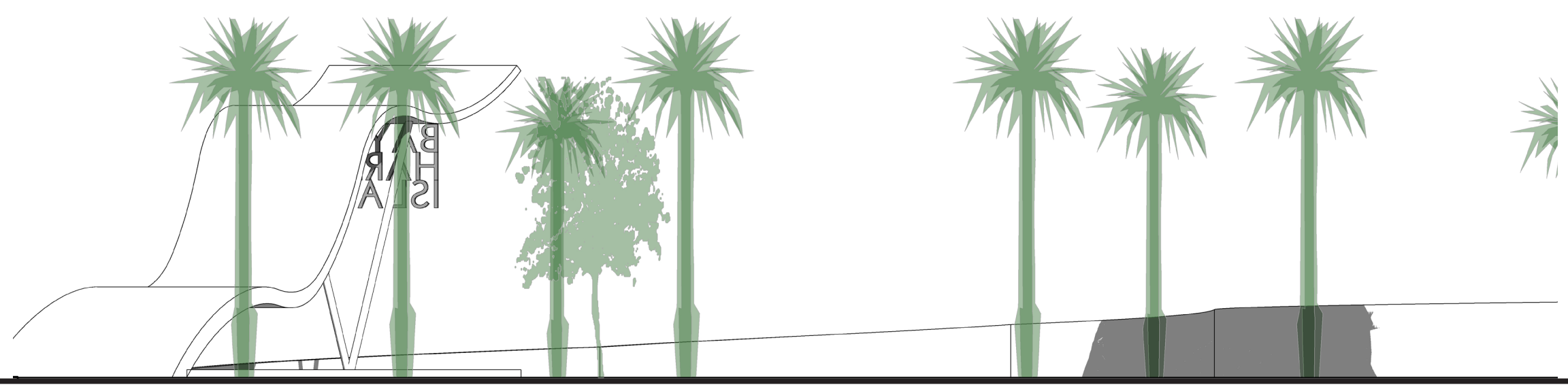
WEST ELEVATION (MAIN FACADE)



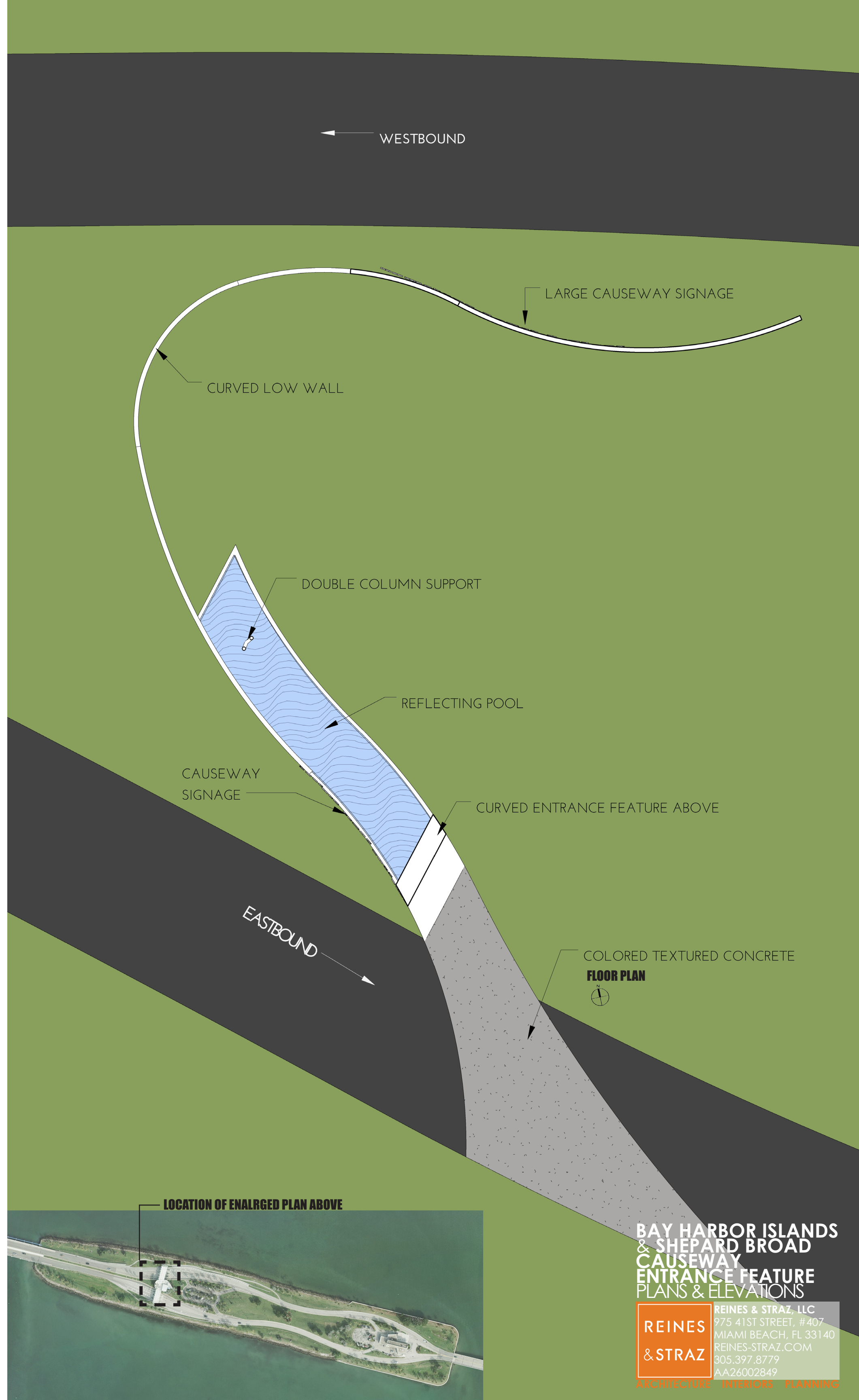
SOUTH ELEVATION

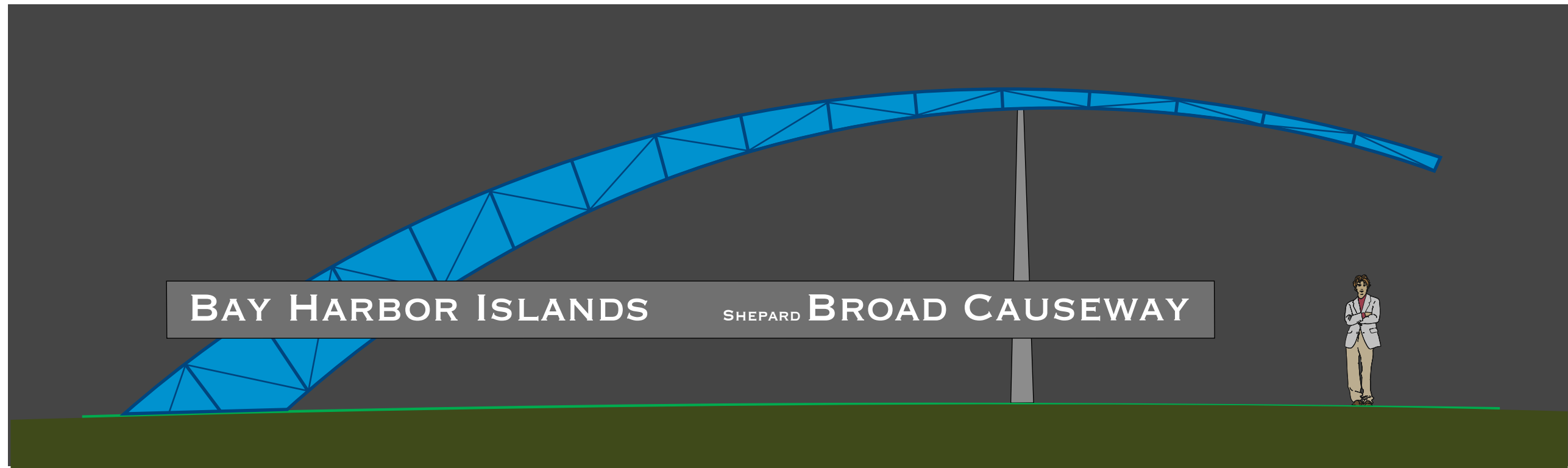


NORTH ELEVATION



EAST ELEVATION





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2014/07/30 9:39 AM By: Baker, David (Cord Gables)

ORIGINAL SHEET - ARCH D

 **tgad design**
tom graboski associates, inc.
4649 ponce de leon blvd. suite 401
coral cables, florida 33146
305.669.2550 www.tgadesign.com

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99

BROAD CAUSEWAY MEMORIAL
Broad Causeway, Bay Harbor Fl

Permit-Seal

Project Number: 177901854

Name:

A.B.	E.N.	E.L.	14.07.28
own.	Chkd.	Dsgn.	YY.MM.DD

Drawing No.

Revision Sheet

**stantec**

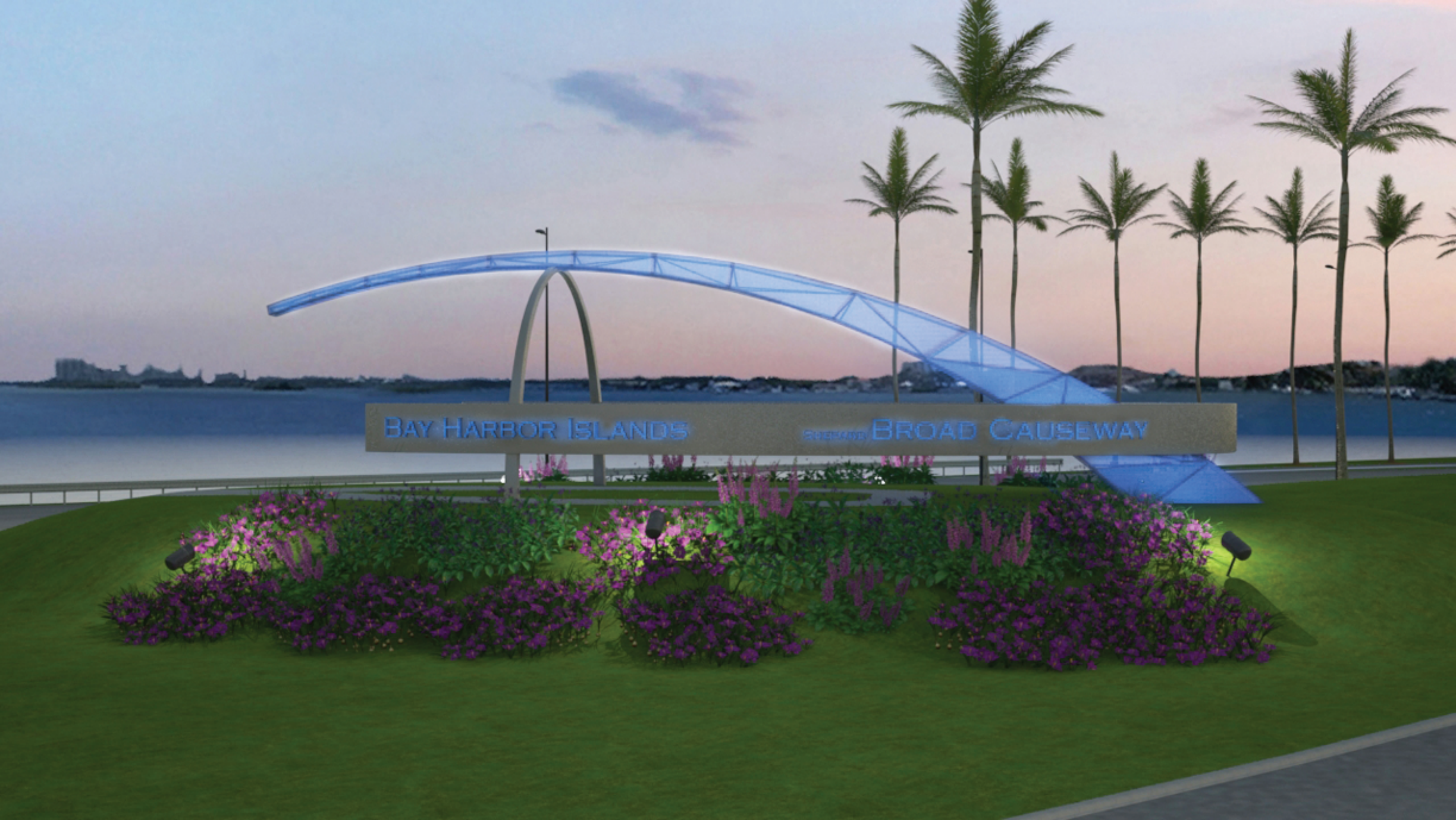
Coral Gables, FL 33134

The Contractor shall verify and
the drawing - any error or omi
www.stantec.com

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Sloniec without delay.

An architectural rendering of a modern bridge and landscaped area. The bridge features a large, curved, translucent arch structure supported by two white pillars. In the foreground, there is a landscaped area with green grass and several clusters of purple flowers. A sign is placed in the middle ground, reading "BAY HARBOR ISLANDS SHEPARD BROAD CAUSEWAY". The background shows a body of water and a distant city skyline under a blue sky with light clouds. Several palm trees are planted along the right side of the causeway.

BAY HARBOR ISLANDS SHEPARD BROAD CAUSEWAY



BAY HARBOR ISLANDS

BROAD CAUSEWAY