

TOWN OF BAY HARBOR ISLANDS

September 17, 2018

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 7:25 p.m.

SPECIAL PRESENTATION:

1. Dr. Martin Karp, Miami-Dade County School Board - District 3

ROLL CALL:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

2. Report on seawall assessment
3. Town Clerk's report on Town Elections

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

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:

4. **Report** from the Parks and Recreation Committee.
5. **Consideration and Approval** of a request for appointments to the Parks and Recreation Committee. The Committee currently has one vacant seat.

STAFF RECOMMENDATION: Council Discretion

6. **Consideration and Approval** of a request for appointments to the Sustainability & Resiliency Committee. Enclosed is a list of resident that are seeking appointment.

STAFF RECOMMENDATION: Council Discretion

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.)*

7. **Approval** of the following meeting Minutes:
- a. October 16, 2017 - Regular Council Meeting
 - b. December 11, 2017 - Public Hearing
 - c. January 8, 2018 - Regular Council Meeting
 - d. February 12, 2018 - Regular Council Meeting
 - e. March 12, 2018 - Regular Council Meeting
 - f. April 16, 2018 - Organizational Meeting
8. **Consideration and Approval** of a resolution continuing and extending the temporary moratorium on medical marijuana treatment centers and medical dispensing facilities within the Town. Enclosed is a copy of the proposed resolution.
9. **Approval** of a Resolution authorizing the Town Manager to enter into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation which will provide the Town with \$1,201,770 to complete the Shepard Broad Causeway Corridor Enhancements project. Enclosed is a copy of the proposed resolution.
10. **Approval** of Modification #Z0040-1 to the Subgrant Agreement between the Town of Bay Harbor Islands and the Florida Department of Emergency Management increasing the Federal funding by \$43,544.86 and the State funding by \$2,419.16. Enclosed is the agreement modification

STAFF RECOMMENDATION: Approval

POLL VOTE

ORDINANCES ON SECOND READING:

11. **Consideration** and **approval** of a proposed ordinance on **second** reading amending the Town Code with regard zoning and planning regulations to address the minimum open space requirements and second story building area requirements in the RD Single-Family District. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO ZONING AND PLANNING REGULATIONS TO ADDRESS MINIMUM OPEN SPACE REQUIREMENTS AND SECOND STORY BUILDING AREA REQUIREMENTS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING CHAPTER 23-1 OF THE ZONING AND PLANNING CODE ENTITLED DEFINITIONS; AMENDING CHAPTER 23-11 OF THE ZONING AND PLANNING CODE ENTITLED LAND DEVELOPMENT REGULATIONS; PROVIDING REQUIREMENTS AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

12. **Approval** of an ordinance on **first reading** amending Chapter 20 of the town code relating to utility billing and collections. Enclosed is a copy of the proposed ordinance and a survey of other municipalities that provide utility service.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 20 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED UTILITIES, BY AMENDING SECTIONS 20-7, 20-11, AND 20-15.1 TO PROVIDE FOR UNIFORM BILLING, PAYMENT, COLLECTION, AND THE FILING OF LIENS IN CONNECTION WITH UTILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

DEFERRED ITEMS:

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

13. **Approval** of an expenditure in the amount of \$32,800 for the cost of Root Pruning around Royal Palms, additional soil, and new plants to upgrade the appearance of Kane Concourse. Enclosed is a copy of the proposal provided by Brightview Landscaping. The expenditure will come from the Causeway Funds.

STAFF RECOMMENDATION: Approval

POLL VOTE

14. **Consideration and Approval** of a private Transfer of Development Rights (TDR) transaction for two (2) dwelling unit from BH 101, LLC (1155 101 Street) to Congress Driftwood, LLC (9927-9955 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

STAFF RECOMMENDATION: Approval

15. **Consideration and Approval** of a private Transfer of Development Rights (TDR) transaction for four (4) dwelling units form the Congress BHE, LLC (9781 East Bay Harbor Drive) to the Congress Driftwood, LLC (9955 E. Bay Harbor Drive). Enclosed is a copy of the application, site plans and supporting documents.

STAFF RECOMMENDATION: Approval

16. **Consideration and Approval** of a private Transfer of Development Rights (TDR) transaction for three (3) dwelling units from Congress BH, LLC (103001 E. Bay Harbor Drive) to Congress Driftwood, LLC (9927-9955 East Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

STAFF RECOMMENDATION: Approval

DISCUSSION ITEMS:

17. **Discussion** requested by Mayor Bruder regarding possible Town Hall renovations/facility. Enclosed is information previously distributed to the Council by the Town Manager regarding the same subject.

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.

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 3.

ITEM: Town Clerk's report on Town Elections

DESCRIPTION:

At the suggestion of a resident, I contacted the Elections Department to see if it was possible to relocate Precinct 008 to the Morris N. Broad Community Center for County/State/National elections. They will be making a site visit after the November 6th Election. They explained that it was too late to change it for the upcoming elections and they didn't want to create voter confusion for the 1,300 voters registered at that precinct. I spoke to them regarding the need for more signage at the school and they said they would provide it for the November 6th Election.

Ultimately, it would be beneficial to the Town residents to relocate to the community center for many reasons, but as an added benefit, it would introduce some of our residents to the many programs available at the center who might not otherwise know about it.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Marlene Siegel, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a request for appointments to the Parks and Recreation Committee. The Committee currently has one vacant seat.

DESCRIPTION:

On June 16, 2018, the Town received notification from Committee Member Leo Carneiro formally resigning from the Parks & Recreation Committee. The Town Clerk's Office advertised the vacant seat for the Parks & Recreation Committee and received a resume from Ms. April Griffin.

The vacancy will fulfill the vacant seat for the term ending June 2019.

Enclosed is a copy of the Ms. Griffin resume.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. A. Griffin - resume

Marlene Siegel

From: April Griffin <iamsilly2@icloud.com>
Sent: Sunday, August 26, 2018 2:46 PM
To: Marlene Siegel
Cc: sbruder31@gmail.com
Subject: Resume and Letter of Interest for Parks and Recreation Committee
Attachments: 2018 Resume.docx; ATT00001.txt; ATT00002.htm

The WatchGuard Firebox that protects your network has detected a message that may not be safe.

Cause : The message content may not be safe.

Content type : binary (auto detected)

File name : letter of interest Parks and Recreation Committee.pages.zip

Virus status : Content-Type violation

Action : The Firebox deleted letter of interest Parks and Recreation Committee.pages.zip.

Your network administrator can not restore this attachment.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

April Griffin

9181 W Bay Harbor Dr Apt 2 Bay Harbor Islands, FL 33154
772-538-7841 AprilGriffin2016@Fau.Edu

Objective

Parks and Recreation Committee

Education

Bachelor of Health Science	Florida Atlantic University	2016-Current
Associate of Arts/Honors	Keiser University	2014-2016

Experience

- Manager
Rockin Massage Coconut Creek & Classic Casinos
Hollywood and Coconut Creek, FL
2018-current
- Massage Therapist
Rockin Massage Hardrock & Coconut Creek Casinos
Hollywood, and Coconut Creek, FL
2010-2018
- Massage Therapist
Indian River Acupuncture & Integrative Medicine
Vero Beach, FL
2010-2011
- Office Manager
Treasure Coast Injury and Wellness Centre
Vero Beach, FL
2007-2009
- Finance Manager and Sales
Coggin BMW and Mercedes
Ft. Pierce, FL
2005-2007

Professional Development

- Upledger Institute, Palm Beach FL
 - Cranio-Sacral Therapy Technique I & II
2011-2015
 - Somatic Emotional Release Technique I & II
2011-2015
 - Dolphin Assisted Aquatic Therapies (Bahamas)
2015
 - Reiki I, II, & III & Master Certification
2010
 - Vero Beach Beauty and Massage School
2009

- JMA Finance School Certification, Tampa, FL
2007

Community Service

- Youth Guidance Mentoring and Activities Program, Mentor
Indian River County, Vero Beach, FL
2009-2010
- Presidential Fellowship Representative for Independent Colleges
& Universities of Florida lobbying at State and Local levels for
Educational Grants on behalf of Keiser University
2015-2016

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a request for appointments to the Sustainability & Resiliency Committee. Enclosed is a list of resident that are seeking appointment.

DESCRIPTION:

On August 14, 2017, The Town Council created the Sustainability & Resiliency Committee. In an effort to engaged more resident input the new committee would address the tasks and objectives of the Environmental Impact & Disaster Preparedness Committees.

Since its creation, the Town Clerk's office advertised several times in the Town Newsletter and, as of today, has received a total of seven (7) resumes of residents that seek appointment. Committees are appointed for two years and next year is the time for appointments. It would seem logical to appoint these committee members for one year and when committee appointments come up next year, we would advertise again for a two year term.

It is not clear to staff what the mission of the committee will be; therefore, one of the first tasks of this committee will be to prepare a Mission Statement to submit to the Town Council for approval. This is what was done with all the other committees when they were created several years ago.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Sustainability & Resiliency Committee - Resumes
2. 2028 - Citizen advisory Committe rules

**TOWN OF BAY HARBOR ISLANDS
SUSTAINABILITY & RESILIENCY COMMITTEE**

September 17, 2018
Regular Council Meeting

NEW INTERESTED RESIDENTS:

- ❖ Silvia Galvin-Lundstrom
- ❖ Jacob Givner
- ❖ Greg Lehman
- ❖ Vincent Martino
- ❖ Christopher Mills
- ❖ Sabina Sara Osman
- ❖ Luis Padilla



THE ADVANCED PSYCHOTHERAPY INSTITUTE

1045 Kane Concourse - Suite 215
Bay Harbor Island, Florida 33154

Sept 11, 2018

Ms Marlene Siegel
Town Clerk
Bay Harbor Islands, FL 33154

Dear Ms. Siegel,

I would like to request to be
considered as a volunteer on your
newly created committee for
sustainability and Resiliency.

I am a psychotherapist in
private practice on Kane Concourse
for the past 25 years. And, on
July 31, 2018, I moved to beautiful
Bay Harbor Islands.

For me, it would be a great honor
to offer some of my time to my
new city of residence.

With best wishes,

John B. Lundstrom,
Ph.D., L.M.H.C.



THE ADVANCED PSYCHOTHERAPY INSTITUTE

1045 Kane Concourse - Suite 215
Bay Harbor Island, Florida 33154

BACKGROUND SUMMARY:

Doctor of Philosophy in Pastoral Psychology
Master of Science degree in Counseling and
Development with extensive professional
experience in Family Counseling and
Addiction Treatment. Facilitating individual
couple, group and family psychotherapy.
Participating in program development,
implementation and training. Presentation of
educational lecture. Workshops for private
industry and federal agencies. EAP Services.
Disaster/Trauma Debriefing.

PROFESSIONAL EXPERIENCE:

1987 to Present	Private Practice Population Treated: DSM IV Diagnosis, individual, couples, family, children and groups. Educational lectures and stress reduction workshops. EAP Services, Debriefings.
1990 to Present	Behavioral/Factors, inc. - Consultant P.O. Box 47114 Washington, D.C. 20050-7114 Contact: Teri Ancellotti, Ph.D. 1-800-421-6371 Population Treated: Employee Assistance assessments, employee and supervisory orientation for Federal employees; short-term psychotherapy, crisis intervention, critical incident debriefing. Educational lectures.
1992 to Present	BellSouth Telecommunications - Consultant 431 N.W. 197th Avenue Pembroke Pines, Florida 33029 Contact: David McCampbell, L.M.H.C, CEAP (954) 436-3830 Population Treated: Employee Assistance assessment and referral services, supervisory consultation and training, critical incident debriefing.

1990 to
1992

The Shores Center
North Miami Community Mental Health Center
Miami, Florida 33138
Contact: Doris G. Reichert, L.C.S.W.
(520) 760-6656
Population Treated: DSM IV Diagnosis
Psychotherapy with individuals, families,
children and groups. DUI groups and out-
patient chemical dependency treatment.
Community outreach and lectures with focus
on parenting and stress reduction skills.

1987 to
1990

Mount Sinai Medical Center
Addiction Treatment Program
Miami Beach, Florida 33140
Contact: John C. Eustace, M.D., Medical Director
(305) 273-7772
Population Treated: Inpatient and Outpatient
chemical dependency individual and group
psychotherapy. Family group psychotherapy.
Program Development, implementation and training.

EDUCATIONAL
BACKGROUND:

Ph.D., Pastoral Psychology
The Evangelical Episcopal University,
Elpis Theological Seminary
20954 S.W. 85th Passage
Miami, Florida 33189
Contact Person: John Hope, Sr., Ph.D.
(305) 251-2360

M.S., Mental Health Counseling
Minor: Marriage and Family Therapy
St. Thomas University
Miami, Florida 33054

B.S., Business Administration
Major: Management
Florida Memorial College
Miami, Florida 33054

Certificate of Completion
Chemical Dependency Training Program
Broward Community College
Fort Lauderdale, Florida 33301

Hypnosis Training and Certification
Richard P. Maulion, M.D.
The Rose Institute School of Hypnosis
Ft. Lauderdale, Florida 33316

LICENSES: State of Florida L.M.H.C. MH#2420

CERTIFICATIONS:

National Certified Counselor #31005
Master Addiction Counselor #31005
Certified Employee Assistance Professional #028574
Certified Clinical Hypnotherapist #1428
Certified Substance Abuse Professional
Registered Traumatologist

FOREIGN

LANGUAGES: Fluent in Spanish and understands Swedish

PUBLIC

APPEARANCES: Guest speaker on local Spanish television and
radio talk shows, in which stress management
and recovery from addictions were featured.

REFERENCES: Upon request

Marlene Siegel

From: Jacob Givner <jgivner@givnerlawgroup.com>
Sent: Thursday, June 21, 2018 3:12 PM
To: Marlene Siegel
Cc: Isaac Salver
Subject: RE: Sustainability and Resiliency Committee

Good Afternoon,

I would like to join the new combined committee. Thank you,

J. Joseph Givner



Telephone: 305-933-9970

Facsimile: 786-520-2704

E-mail: jgivner@GivnerLawGroup.com



This e-mail message is subject to the Electronics Communications Privacy Act, 18 U.S.C. §§2510-2521, and the information contained in this email is confidential information intended only for the use of the individual or entity named above. The information contained in this e-mail, and any attachments, may also be attorney-client privileged and/or work product confidential. If the reader of this message is not the intended recipient, you are hereby notified that any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is strictly prohibited. If you have received this communication in error, please immediately notify J. Joseph Givner by telephone at 305-933-9970, or by email at jgivner@GivnerLawGroup.com and delete the original message. Thank you.

From: Marlene Siegel [mailto:msiegel@bayharborislands-fl.gov]
Sent: Thursday, June 21, 2018 3:07 PM
To: Jacob Givner <jgivner@givnerlawgroup.com>
Cc: Isaac Salver <isalver@bayharborislands-fl.gov>
Subject: Sustainability and Resiliency Committee

Good afternoon Mr. Givner:

I received information from Council Member Salver; however, it was not clear what committee you are applying for. Could you please reply to my email directly and let me know which committee you are interested in? This information will eventually be distributed to the Town Council for their selection and appointment of committee members. Below is the advertisement that appeared in the Newsletter specifying how to apply for the committees:

Volunteers Needed

The Town Council approved the creation of a new citizen's committee called the Sustainability and Resiliency Committee. This new committee has combined the Environmental Impact and Disaster Preparedness Committee. If you are interested in volunteering to serve, please submit a letter of interest and resume to the

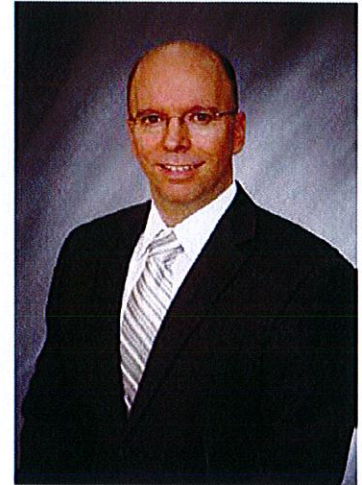


GIVNER
— LAW GROUP —

J. JOSEPH GIVNER

jgivner@givnerlawgroup.com

J. Joseph Givner is a trial and transactional attorney whose work is devoted to complex commercial matters. He is A/V rated by Martindale Hubbell®, the highest available rating and has been recognized by The Best Lawyers in America® and Florida Super Lawyers. Mr. Givner was also a finalist for Dealmaker of the year in Corporate Finance through the Daily Business Review. Over his twenty seven years of practice, Mr. Givner has represented a wide range of clients including publicly traded corporations, private companies and individuals. Mr. Givner who is fluent in Spanish, is engaged regularly by both foreign and domestic clients.



Mr. Givner has brought and defended claims in a broad spectrum of commercial areas including, among others: real estate, corporate, shareholder disputes, franchising, duty free transactions, construction disputes, securities, commodities, labor and employment, insurance, contracts, the Uniform Commercial Code, products liability, and zoning.

Mr. Givner has represented clients and negotiated agreements throughout the world in a wide array of commercial transactions including mergers and acquisitions, private placements, financings, real estate development, partnerships, joint ventures, corporate organizations, employment, non-competition, purchase and sale of commercial and residential real estate, leases, concession agreements, franchises, and the licensing of software and other intellectual property.

Mr. Givner is a member of the Dade County Bar, American Bar, North Dade Bar, Florida Bar, the United States District Court for the Southern District of Florida and the United States Court of Appeals for the Eleventh Judicial Circuit. He is also a sponsor of the Entrepreneurs' Organization South Florida Chapter.

Mr. Givner graduated with honors from Columbia University in 1986 and received his law degree with honors from Harvard Law School in 1989. Following graduation, Mr. Givner served as law clerk for the Honorable Sydney M. Aronovitz, United States District Judge for the Southern District of Florida. After his clerkship, Mr. Givner joined the Miami law firm of Bilzin Sumberg Dunn Price & Axelrod LLP where he became a shareholder and practiced complex commercial litigation, real estate and corporate law for 10 years. In 1999, Mr. Givner established Jacob J. Givner, P.A., in 2006 formed the law firm of Higer Lichter & Givner, LLP, and in 2016 changed the entity name to Givner Law Group, LLP.

Greg Lehman
9302 E Bay Harbor Drive, Apt 204
Bay Harbor Islands, FL 33154
(952) 381-7308
gglehma@gmail.com

September 11, 2018

To Whom It May Concern:

I read about the need to fill vacancies in the Sustainability and Resiliency Committee in a recent copy of the Bay Harbor Islands newsletter. I would like to volunteer for the Sustainability and Resiliency Committee.

I am interested in the well-being of our community. I have been to the Bay Harbor Islands city hall regarding inquiries into how to clean some of the debris and detritus from Indian Creek. I have experience being on two different school boards simultaneously. I will be a volunteer at the beach cleanup in Surfside this Saturday through the International Intercoastal Cleanup organization. I am taking classes in Surfside's Citizen's Police Academy. I sent an email earlier today to inquire to the Bay Harbor Islands city hall to determine if the Town Hall meetings can be attended by members of the public. I am a registered voter.

In my background, in addition to the school board positions, I have also been a project and team leader at work, I was an active member of a committee of an organization that I used to volunteer with, for 16 years. I have an MBA, during which I lead group presentations and an large improvement consultation project for a local community charity.

My resume, which is attached to my email, contains additional information on my experience and skills. I can be reached any time at my cell phone number: (952) 381-7308.

Sincerely,

Greg Lehman

Gregory Lehman

Bay Harbor Islands, FL 33154
www.linkedin.com/in/greg-lehman-86248435

(952) 381-7308
gglehma@gmail.com

EXPERIENCE:

Berkley Technology Underwriters

Technology Support Specialist

Minneapolis, Minnesota

March 2015 – present

- Support workstations, applications, mobile, VoIP telephony, audio visual and facilities.
- Administrate workstations with PowerShell 4.0. Write and execute commands.
- Update SharePoint production data with SQL Server Management Studio 2016 query scripts.
- Fine-tune, test, customize, update, troubleshoot workstation builds and application settings.
- Manage workstation and software upgrade projects. Maintain project deadlines.
- Research and implement solutions to unresolved software and hardware issues.
- Utilize ServiceNow (ITIL) for incident and problem ticket research and resolution
- Maintain, update and improve OneNote knowledgebase and software licensing documentation.

Children's Hospitals and Clinics, Children's Health Network

Medical Call Center Representative – Team Lead

Edina, Minnesota

August 2000 – present

- Serve as Medical Representative Team Lead. Resolve data input issues as they arise.
- Lead, train, advise, correct and teach medical representatives and nurses.
- Accurate input of data from incoming calls medically sensitive, page client staff.
- Assign medically sensitive severity code to incoming calls and escalate per guidelines.

Independent School District #272

School board member, publicly elected

Eden Prairie, Minnesota

January 2016 –present

- Represent, lead, and serve the stakeholders of Eden Prairie schools.
- Write new policies and monitor existing policies.
- Work on community engagement, policy and board development committees and projects.
- Supervise and work with the school district superintendent and administrative staff.
- Monitor district finances, student performance. Use of Robert's Rules of Order.
- Minnesota Chapter 13D Open Meeting Law. Governance management. Apply state law.
- Consult with district staff regarding needs. Volunteer, participate in school functions and events.
- Use BoardBook.org website to access business meeting documentation.

Intermediate School District #287

Board member, representing the Eden Prairie school district

Plymouth, Minnesota

January 2018 –present

- Represent the Eden Prairie school district's interests, as a stakeholder.
- Monitor existing policies, district finances and student performance.
- Supervise and work with the school district superintendent and administrative staff.
- Minnesota Chapter 13D Open Meeting Law. Governance management. Apply state law.
- Use BoardBook.org website to access business meeting documentation.

Hennepin County

Desktop Support Specialist Tier II

Minneapolis, Minnesota

November 2013 –February 2015

- Troubleshoot and resolve escalated software and hardware issues.
- Assist Information Security and Developers and business line support with long-term solutions.
- Train users on proper use of Windows 7 laptops, and upgraded applications.
- Project work upgrading workstations from XP to Windows 7 company-wide.
- Wireless device troubleshooting and configuration.
- Serve as liaison between end users and business line IT staff.
- Enforce company technology policies.

Infotree - Eaton

Infrastructure Support Contractor

Eden Prairie, Minnesota

September 2013 – November 2013

- Administer VPN and wireless support, remote site support and connectivity troubleshooting.
- Manage, workstation documentation and tracking with ITSM product Remedy.
- Manage workstation software updates and patching with Microsoft SCCM.
- Administer workstations using NetIQ DRA AD administrator. Run reports.
- Upgrade workstations operating systems, edit and manage BIOS settings.
- Manage workstation inventory and data transfers.
- Administer CutePDF, Outlook, Communicator and CAD applications support.

U.S. Bancorp / Syncada LLC*Infrastructure Engineer / Project Coordinator/ IT Generalist*

Minneapolis, Minnesota

November 1998– August 2013

- Application, desktop, server, remote workstation and telephony support.
- Project coordinator for telephony site conversion projects, vendor contact, schedule meetings.
- Perform VPN and wireless support, remote site support and connectivity troubleshooting.
- Install, configure, maintain and repair PC, laptop, server, printer and video equipment.
- Troubleshoot connectivity issues on routers, switches, LAN/WAN, PC, server, printer, LAN.
- Re-image PC's using DOS tools, image batch files, Ghost, Winserver, CMF, AD, Marimba, Internet, PXE builds and using physical media.
- Perform connectivity troubleshooting on circuits through the MPOP, punch-blocks and WAO's.

SKILLS:

ITIL, PowerShell 4.0, Outlook, SQL Server Management Studio 2016, SharePoint, Cisco AnyConnect, Bitlocker, OneNote, DameWare, Cisco Jabber, Duo Security, Active Directory, Windows, mobile and tablet support, executive support, eCentaurus, Avaya One-X, Microsoft Office, ServiceNow, VoIP.

EDUCATION:

Augsburg College - Minneapolis, Minnesota. MBA, International Business. August 2013.

Augsburg College - Minneapolis, Minnesota. BA, International Business, MIS, German. May 1994.

Minneapolis Community & Technical College – Minneapolis, Minnesota. Spanish, Portuguese.

St Mary's University – Minneapolis, Minnesota. Project Management, Finance 2005 – 2006.

CERTIFICATIONS:

ITIL v3 Foundation, CompTIA A+, CompTIA Network+, Novell CNE and Novell CNA v4 and 5.

**VOLUNTEER
ACTIVITIES:**

<i>Eden Prairie school district #272, various schools and functions</i>	<i>2005 – present</i>
<i>Feed My Starving Children</i>	<i>2005 – present</i>
<i>Knollwood Christian church trustee, missions committee, mission trips</i>	<i>2003 – Present</i>
<i>Eden Prairie high school, career roundtable speaker</i>	<i>2015 – 2018</i>
<i>The Colony at Eden Prairie, assisted living</i>	<i>2017</i>
<i>Matter (health recycling non-profit)</i>	<i>2017</i>
<i>Eden Prairie high school, intramural soccer referee</i>	<i>2016 – 2017</i>
<i>Samaritan's Purse, Operation Christmas Child package assembly</i>	<i>2014 – 2015</i>
<i>Project for Pride in Living</i>	<i>2014 – 2015</i>
<i>Eden Prairie Soccer Club, Eden Prairie Soccer Association</i>	<i>2011 – 2012</i>
<i>Habitat for Humanity, US Bank's A Brush with Kindness program</i>	<i>2003 – 2011</i>

Marlene Siegel

From: Vincent Martino <vmartinobhi@gmail.com>
Sent: Wednesday, May 30, 2018 8:15 PM
To: Marlene Siegel
Cc: Stephanie Bruder
Subject: Sustainability & Resiliency Committee

Dear Marlene,

I would like to be a part of the new S&R Committee.

Please consider this as my formal request.

As the former Chair of the Environmental Committee I am very excited about our town's new committee and look forward to hearing back from you regarding my interest to serve.

Please let me know if a resume is a requirement to be considered for the committee and I will be happy to email you one.

Kind regards,

Vincent Martino
1050 93rd Street, 7H
305-333-9218

Sent from my iPhone

Total Control Panel

[Login](#)

To: msiegel@bayharborislands-fl.gov [Remove](#) this sender from my allow list
From: vmartinobhi@gmail.com

You received this message because the sender is on your allow list.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Marlene Siegel

From: Christopher Mills <christopheremills@gmail.com>
Sent: Tuesday, August 7, 2018 4:06 PM
To: Marlene Siegel
Subject: Submission to Volunteer on Sustainability & Resiliency Committee
Attachments: Christopher Mills August 2018 BHI SRC.pdf

Dear Marlene,

Following from our conversation today, please find a copy of my current resume attached to this note, to support your consideration in appointing me to join the Sustainability & Resiliency committee as a volunteer.

Kind regards,
--Chris

Total Control Panel

[Login](#)

To: msiegel@bayharborislands-fl.gov

Message Score: 1

High (60): **Pass**

From: christopheremills@gmail.com

My Spam Blocking Level: High

Medium (75): **Pass**

Low (90): **Pass**

[Block](#) this sender

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This message was delivered because the content filter score did not exceed your filter level.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Christopher E. Mills

South Florida Area (Miami), FL | 786-264-2469 | christophermills@gmail.com
<https://www.linkedin.com/in/christophermills>

Summary

Innovative and collaborative international financial services technology / operational risk leader and compassionate people leader, experienced in international technology / operational risk compliance governance programs, project management, with a strong record of execution, consistency, driving results, developing process repeatability and engendering sustainability.

- International Technology / Operational Risk Strategy and Oversight Experience
- Certified Information Security Systems Professional (CISSP)
- Business Continuity & Emergency Planning
- International / Cross-Regional People Leadership & Development
- Lean Product Development & International Project Management / Coordination Experience
- Card Transaction Processing Lifecycle
- Relationship Management Experience
- Leadership, Prioritization, and Implementation in Global / Matrixed Environments

Professional Experience**Wells Fargo & Company, South Florida****Senior Operational Risk Consultant****2018-Present**

Developing strategic direction to advance business process governance and program maturity across Wells Fargo Groups.

- Reviewing business process management Key Risk Indicators (KRIs), including completion of business process annotated mapping and remediation of identified risk reduction opportunities, and reporting trends to risk-owning senior leaders and their control executives.

Matrix Resources, South Florida**Operational Risk Consultant****2017**

Developed framework to extend the Enterprise Information Technology (EIT) risk management, governance, and oversight program to the Wells Fargo international technology environment.

- Integrated international requirements, criteria, risks, and controls into the technology (EIT) first-line-of-defense process, application, and infrastructure risk assessment programs.
- Analyzed existing Wells Fargo corporate (e.g. BPRM, RCSA) and technology risk assessment programs across technology domains to demonstrate applicability across the Wells Fargo EIT global technology footprint.
- Developed procedures, templates, tools, roles and responsibilities, and training to demonstrate transparent, aligned, and sustainable international participation in risk assessment reviews and enterprise programs with unique international technology risks.
- Participated in EIT process, application, and infrastructure asset risk assessments to review work products (e.g. business process maps) and to help develop a perspective of non-US risk impact.

American Express Technology, South Florida**Director - IT Risk & Information Security Compliance****2007-2016**

Led oversight of Security, Compliance, Technology / Operational Risk and Business Continuity activities, to facilitate reaching organizational control and compliance goals.

Christopher E. Mills

Bay Harbor Islands (Miami), FL, 33154 | 786-264-2469 | christophermills@gmail.com

<https://www.linkedin.com/in/christophermills>

- Created and directly led a globally-dispersed risk and security compliance oversight team of 12 certified risk and security managers, and software engineers across the US, in Europe, and in South Asia.
- Monitored Key Risk Indicators (KRIs), including Access Reviews, Essential Training, Data Privacy, BCP, Policy Exceptions, Data Loss Prevention (DLP), and Third Party security reviews, reporting trends to risk-owning chief information officers (CIOs) and senior leaders. Recommended issue remediation and improvement opportunities.
- Drove completion of Business Continuity/Disaster Recovery risk assessments and gap remediation, partnering with the Operational Risk, Audit, Legal, Compliance, and Regulatory Management functions.
- Revised and refreshed the Business Impact Analysis (BIA) for American Express Technology, globally, and developed business continuity plans (BCPs) to recover business-critical and noncritical services in the event of a business disruption.
- Facilitated data loss protection event management actions, which resulted in a 50% reduction in attempted data leakage events within the first year.
- Crafted and distributed meaningful, impactful, and timely communications to ensure the continual reinforcement of strong control and compliance awareness across my division of the enterprise.
- Designed strategies to enhance risk management and compliance efficiency into the Technology software development and quality assurance lifecycles, and specialized technical advisory solutions to Technology delivery teams.

Regional Manager of Technical Implementations**2000-2007**

Project planning, project management, relationship management, and strategic consulting for new financial services industry business initiatives in the United States, the Caribbean, and Latin America.

- Led international technology capability enablement of bank card issuing partnerships in Curaçao, Puerto Rico, Colombia, Argentina, Venezuela, Brazil, and the US as the lead technology project manager. Led the technical implementations of Citibank and HSBC, the second and third major American Express US network card issuers.
- Managed large technical project teams across companies and international geographies, supporting multiple languages, to implement authorizations, clearing and settlement, and network connectivity.
- Effectively communicated technical network concepts for both technical and non-technical audiences.
- Served as technology consultant and relationship manager to American Express Venezuela, facilitating business growth and resolution of daily operational issues.
- Delivered American Express' first Healthcare flexible spending card product.
- Developed and personally delivered implementation process training to team members in England, Japan, Australia, and the United States.

Manager / Lead Business Systems Analyst**1997-2000**

Team lead, technical subject matter expert, and technology liaison to the American Express Canada Marketing and Operations Project Management groups.

- Managed a team of 6 senior/junior business systems analysts and contractors supporting Triumph card feature configuration for new implementations and 24x7 production support.
- Implemented five new products and over two dozen promotional offerings in support of Canadian new card acquisition growth plans and loyalty stimulation programs.
- Functioned as subject-matter expert for the Triumph parameter management architecture, partnering with development teams on capability enablement.

Christopher E. Mills

Bay Harbor Islands (Miami), FL, 33154 | 786-264-2469 | christopheremills@gmail.com

<https://www.linkedin.com/in/christopheremills>

Education

- **Syracuse University / Rochester Institute of Technology; New York**
 - Coursework in Interdisciplinary Studies / Telecommunications & Network Engineering
- **University of Rochester; Rochester, New York**
 - English, Modern Languages, & Cultures; Spanish/Latin American Culture & Civilization

Knowledge, Skills & Traits

- Understanding of IT Risk, ITIL, COBIT, SDLC, Agile Development (Kanban), Technology Risk & Functional Framework, Continuous Delivery, Departmental Financial Cost Management, Goal Setting, Presentation Skills, and Performance Management. Advocate for Change.
- Advanced Microsoft Office skills, with Visio and SharePoint experience.
- Proven leader of globally-dispersed technical and risk management professionals in a virtual environment.
- Fluent in English and Spanish. Arguable experience with French and Portuguese.
- Strong analytical skills with high attention to detail and accuracy.
- Strong collaboration and partnering skills, with the ability to influence and partner with senior business leaders to gain commitment to accomplish business goals.
- Strong, written and oral interpersonal communication skills, with an ability to explain complicated processes to unfamiliar audiences. Light experience with BI visualization tool, Tableau.
- Strong project and process management skills, demonstrated through years of implementation and oversight experience.
- High degree of initiative, with the ability to prioritize work, meet deadlines, achieve goals, and work under pressure in a dynamic and complex environment with limited oversight.
- Knowledge of operational risk structures and programs at Wells Fargo and American Express.
- Ability to transform and motivate through influence, inspiration, passion, diplomacy, expertise, and hard work.
- Experience retaining high performing teams composed of diversified experience and cultures.

Professional Certifications

- Certified Information Security Systems Professional (CISSP) - Active - 2013 - Present

Sabina Sara Osman

9655 West Broadview Dr. • Miami Beach, FL 33154

(786)-925-9475 • sabina@unlitter.org

EDUCATION

Masters of Science, Business Management

Hough Graduate School of Business, *University of Florida*, Gainesville, Florida

Bachelor of the Arts: Sustainability Studies

University of Florida, Gainesville, Florida

Minors: Climatology & Meteorology, Anthropology

PROFESSIONAL EXPERIENCE

Entrepreneur, UNLITTER LLC

- Organized over 50 events in a 4 month span in order to spread environmental consciousness
- Implemented programs to reduce waste at local bars and restaurants in Gainesville, Florida
- Established project management teams to institute various dimensions of “unlitter”
 - Unlitter Yourself, Unlitter Society, & Unlitter the Planet

Sustainability Intern, Perry Ellis International, Gainesville, FL

- Instituted programs to reduce carbon footprint in offices, warehouses, retail store, and throughout the manufacturing and shipping processes.
- Assisted in communications and education sustainability efforts through recycling trainings for employees, spreading environmental awareness via bulletins and posters, employee engaging activities, etc.

Climatology Research Assistant, University of Florida, Gainesville, FL

- Research was presented in San Francisco in April 2016 at the Association of American Geographers Conference
 - Paper submitted for review and publishing to Climate Research, a renowned environmental journal.
- Utilized ArcGIS to classify anomaly maps with different degrees of drought and performed spatial analysis calculations on regions with similar drought conditions in order to highlight key impacted areas.

Ethnographic Research Assistant, Fiji Islands

- Assessed the socioeconomic effects of tourism on indigenous Fijian culture by conducting research through formal interviews and participant observation.

Volunteer, Pacific Science Institute, Maui Hawaiian Islands

LEADERSHIP EXPERIENCE

Surf Club Vice President, University of Florida, Gainesville, FL

- Managed an annual budget, organized fundraisers, created and sold club merchandise

LANGUAGES – CERTIFICATIONS – AWARDS

- Fluent in Hebrew & conversational Spanish; Familiar with GIS (Global Information Systems), Certified PADI Rescue Diver
- 2018 Champion of Change Award, University of Florida Office of Sustainability
- 2017 Female Student Athlete of the Year, University of Florida

INTERESTS

- Sustainability, Renewable Energy, Waste Reduction, Surfing

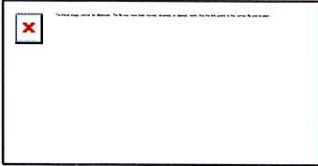
Marlene Siegel

From: Luis Padilla <lp@oceansiderealtyinc.com>
Sent: Thursday, July 26, 2018 12:46 PM
To: Marlene Siegel
Cc: 'Deborah Padilla'
Subject: RE: Sustainability and Resiliency Committee
Attachments: image001.jpg; image002.png; image003.jpg; Luis C Resume.docx

Hi Marlene,

Thank you for your reply, so yes I am interested and attached is my latest resume. But I would like a little idea for the time commitment involved, would you be so kind to share that

Thanks,
Luis C. Padilla
Owner/Realtor



2250 NE 123 Street
North Miami Beach, Fl. 33181
www.oceansiderealtyinc.com
Office 305.891.2252
Fax 305.891.2887
Cell 305.785.7805

Business Coach | TomFerry.com



Past-President of NAHREP South Florida
#23 Hispanic Realtor in the Top 250 NAHREP Realtors
National Board Member



National Association Hispanic Real Estate Professional

From: Marlene Siegel <msiegel@bayharborislands-fl.gov>
Sent: Tuesday, July 24, 2018 10:42 AM
To: lp@oceansiderealtyinc.com

Luis C. Padilla
9898 Broadview Terr
Bay Harbor Islands, Fl. 33154
(305) 868-0844

EMPLOYMENT HISTORY

2006 to present	RE/MAX Oceanside Realty Co-Owner, Realtor Associate & C.O.O.
1995 to present	OCEANSIDE FINANCIAL, INC. Mortgage Broker-President
1994 to 1995	INTERNATIONAL CREDIT FINANCE, INC. Mortgage Broker
1992 to 1994	GULF BANK, Assistant Vice-President: Manage the Institution's \$40MM loan portfolio, including commercial and consumer loans. Responsible for analyzing and reviewing financial statements and other supporting materials. Monitor the performance and delinquencies of existing loans. Evaluate borrowers for renewal and business, promoting Small Business Administration Programs.
1990 to 1992	OCEAN BANK, Junior Loan Officer: Assisted Senior Vice-President in managing \$100MM loan portfolio. Managed portfolio of \$15MM, commercial and consumer loans, depository relationship of \$8MM. Complete monitoring of portfolio from analyzing relative information for daily maintenance. Answer daily overdraft and un-collected reports. Managed institution's Small Business Administration Portfolio.
1989 to 1990	OCEAN BANK, Lending Assistant: Interviewed customers for consumer and commercial loans. Solicited new business accounts, originated analysis, and processed new loans. Reviewed loan documents for disbursements. Monitored performance and delinquencies of exististing accounts.
1989	OCEAN BANK, Credit Analyst: Analyze financial statements, evaluate collateral, and discuss weaknesses, strengths and recommendations.
EDUCATION:	St. Thomas University-B.B.A. in Finance (Mar. 1995) M.D.C.C. – AA in Finance (Dec. 1990)

**CIVIC AND
COMMUNITY
ORGANIZATIONS:**

National Board member of NAHREP(National Association of Hispanic Realtors)

RESOLUTION NO. 2028

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
ESTABLISHING A METHOD OF APPOINTMENT FOR
MEMBERS OF ADVISORY COMMITTEES CREATED BY
THE TOWN COUNCIL; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Town Council of the Town of Bay Harbor Islands is responsible for the public health, safety, and welfare of the citizens of the Town of Bay Harbor Islands and those coming to the Town; and

WHEREAS, the Town Council wishes to enact standard procedures for the establishment and operation of advisory committees;

NOW THEREFORE, be it resolved that:

Section 1. Establishment of Advisory Committees

The Town Council, by resolution, may establish advisory committees subject to the standards set forth in this resolution. Committees may advise in certain service areas or on specific matters, as outlined in the committee's enabling resolution, and may issue recommendations for the Town Council's consideration. Committees shall be advisory in nature and not have oversight authority which conflicts with the administration of Town affairs.

Section 2. Committee Membership

- (a) Applicants. The Town Clerk shall publish a notice advising the public of vacancies on a committee. The notice shall include a provision soliciting applicants interested in serving on a committee.
- (b) Appointments and Terms. The membership of each committee shall include at least one appointment from each member of the Town Council. All appointments shall be residents of the Town for a minimum of six months; or shall demonstrate ownership/interest for a minimum of six months in a business established in the Town for a minimum of six months. All appointments shall be for a two year term. Additional members may be specified in the enabling resolution establishing the committee. The Town Clerk shall notify the Town Council of all appointments by submission of a committee roster on a bi-annual basis.
- (c) Vacancies. The Town Clerk shall notify the Town Council of all vacancies on a committee. Vacancies resulting from an individual council member's failure to make a requisite appointment, within 60 days after the Town Clerk's notification, may be filled by the Town Council.
- (d) Attendance. Committee members who are absent three (3) or more times during a 12 month period shall be subject to removal by the Town Council.
- (e) Compensation. Committee members shall serve without compensation and shall not be reimbursed for travel, mileage or per diem expenses.

Section 3. Leadership – Chair and Vice Chair

During the organizational meeting of the committee each year, the membership shall elect a committee member to serve as chair. The committee may also elect a vice chair to preside in the absence of the chair.

Section 4. Standard Procedures

- (a) Staff Liaison. The Town Manager shall designate a staff member to serve as a liaison to each committee. The liaison shall attend committee meetings and provide staff support.
- (b) Committee Action Form. The liaison shall prepare and submit to the Town Clerk a completed Committee Action Form after each meeting. The Committee Action Form shall serve as the record of the meeting and shall include the date of any future meetings. The Town Clerk shall submit to the Town Council a copy of the Committee Action Form from each committee meeting at a subsequent regular Town Council meeting.
- (c) Notice of Meetings. The Town Clerk shall be responsible for providing public notice of all committee meeting, in accordance to Resolution No. 1050, adopted 8-13-07.
- (d) Agenda. The staff liaison, in consultation with the chairperson shall prepare an agenda for each committee meeting. The agenda shall be submitted to the Town Clerk for posting as required by Resolution No. 1050 referenced above.
- (e) Meetings. Committees shall meet at least quarterly. In addition, the chairperson shall have the right to call meetings more often. The Town Clerk shall advise the Town Council if a committee has not met at least once a quarter, at which time, the Council shall take a vote on the dissolution of the committee.
- (f) Quorum. The presence of a majority of the committee members shall constitute a quorum. If a quorum is not present, the meeting will not take place and no discussions, presentations or exchange amongst committee members shall occur.
- (g) Rules of Procedures. The Committee may adopt its own order of business and rules of procedure governing its meetings, and take action on matters within its jurisdiction, not inconsistent with the provisions set forth herein, which rules and procedures shall be filed with the Town Clerk. The Committee shall comply with all requirements of Chapter 119 (Public Records) and 286 (Sunshine Law), of the Florida Statutes.
- (h) Expenditures. Any expenditure that the Committee wishes to make will require prior approval of the Town Council.
- (i) Professional Consultants. If a committee requires assistance from a consultant which will incur expenditures to the Town, the committee must request and receive prior approval from the Town Council. A request for this service shall be submitted to the Town Clerk to be placed on the Town Council agenda.
- (j) Committee Reports. The Chairperson or his/her designee shall submit a written report to the Town Clerk, which shall put forth the committee's recommendations to the Town Council. The contents of the report shall be approved by the committee prior to the committee's representative presentation to the Town Council at a publicly held meeting.

Section 5. Sunset Provision

A committee shall remain in existence for two years after the effective date of the enabling resolution, unless a shorter period is specified in the enabling resolution,

at which time the committee shall cease to exist unless the Town Council adopts a new enabling resolution.

Section 6. Applicability

- (a) Boards and Agencies; Special Committees. The foregoing standards shall only apply to advisory committees and shall not apply to board and agencies established by the Town Council, such as the Board of Trustees, Planning and Zoning Board, Charter Review Committee, Local Planning Agency, etc., or other special committees that may be constituted from time to time.
- (b) This resolution shall supersede any resolutions, policies or procedures previously adopted by the Town Council relating to advisory committees.

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.

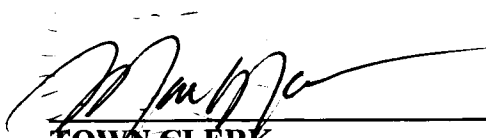
6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 8th day of September 2014.



MAYOR

ATTEST:



TOWN CLERK

APPROVED AS TO FORM:



TOWN ATTORNEY

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 7.

ITEM:

Approval of the following meeting Minutes:

- a. October 16, 2017 - Regular Council Meeting
- b. December 11, 2017 - Public Hearing
- c. January 8, 2018 - Regular Council Meeting
- d. February 12, 2018 - Regular Council Meeting
- e. March 12, 2018 - Regular Council Meeting
- f. April 16, 2018 - Organizational Meeting

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

- 1. 10-16-17 DRAFT
- 2. 12-11-17 DRAFT
- 3. 1-8-18 DRAFT
- 4. 2-12-18 Reg - DRAFT
- 5. 3-12-18 DRAFT
- 6. 4-16-18 org

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

A regular meeting of the Town Council was held on Monday October 16, 2017 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

Item 1. Presentation of a Proclamation to Dr. Maria Rodriguez, former principal of Ruth K. Broad Bay Harbor K-8 Center.

Mayor Leonard presented Dr. Rodriguez with a proclamation and plaque for her outstanding dedication to the local school.

Dr. Rodriguez thanked all the members of the community for their support and was honor to serve the children.

Item 2. 9/11/01 First Responder's Recognition for current Town Employees that were members of the New York City Police Department during that time. - Town Manager Ronald Wasson, Police Officers Jamy Murphy and Michael LaMantia, and Patrick Prendergast, Director of Code Compliance.

The Mayor and Town Council recognize current Employees that were first responders to the 9/11 terrorist attack in New York City.

Item 3. At the request of the Town Council, Miami Dade County School Board Representatives will be speaking about the new addition to Ruth K. Broad Bay Harbor K-8 Center.

Miami Dade County Public School Representative, Ana Rigo, came forward and presented the Town Council with the proposed expansion plans for the Ruth K. Broad School. She explained that the new addition to the school included LEED building; covered basketball courts and 16 new classrooms. The total budget cost was estimated \$9 Million dollars.

There was a discussion on the budgeted costs; current population; joint use agreement; concerns with the enrollment not to exceed 1,200 students; will the school add more personnel and the process to validate the addresses for students attending the school.

Residents Kathleen Kennedy, 9180 W. Bay Harbor Drive; Frances Neuhut, 1060 Kane Concourse; Joyce Green, 1360 99 Street; Victor Maya, 1155 103 Street; were concerned residents with the amount of kids that attend the school.

At this item # 18 was taken out of order.

Item 18. Discussion requested by Mayor Leonard and Vice Mayor Bruder with regards to RKBBH students living outside of the school boundary.

Mayor Leonard stated that the discussion was request by Vice Mayor Bruder with regards to Ruth K. Broad Bay Harbor School. The local school serves for communities in Bay Harbor Islands, Surfside and Bal Harbour. The concerns of overcrowding and kids that attend the school that do not live within the bourndaries. The Town Council asked for the school to enforce the boundary through the address verification process.

Miami Dade County Public School, Iraida Mendez explained the school district process for registration to the school, parent must present two proofs of residency. The school district is preparing software for address verification process to be able to have better results for kids that do not belong.

There was a brief discussion on the overcrowding; mailing letters; process of address verification; amount of kids currently attending the school; a possible local resource officer; and open dialogue on draft agreement.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Reid defer Item # 16

Item 16. Discussion regarding the location of digital signs requested by Council Member Reid.

TOWN MANAGER'S REPORT:

Item 4. Community Pool Update

Town Manager Wasson explored other possible locations for a community pool and spoke with the Village of Miami Shores to obtain access to their pool. They are open to having agreement subject to an annual fee. If approved, Bay Harbor Islands residents would be able to access the community pool and pay resident rates.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

Council Member Reid attended the Best Practices Conference.

Council Member Fuller also attended the Best Practices and the Community Center open house.

Council Member Yaffe attended the Best Practices Conference and the Community Center open house.

Mayor Leonard attended the Best Practices Conference.

Item 5. Request for approval of a scholarship in the amount of \$1,000 to Mast Academy requested by Vice Mayor Bruder.

Vice Mayor Bruder stated that the principal from MAST Academy stated that a total of 68 Bay Harbor kids were enrolled at MAST Academy. The principal asked if the Town could donate a \$1,000 scholarship for the graduating class.

ACTION: Vice Mayor Bruder made a motion to approve the scholarship donation to MAST Academy. Mayor Leonard seconded the motion and it passed 5-2 with Council Member Reid and Council Member Salver opposed.

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.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and stated that there were rumors on a telephone app that there were members of the Town Council carrying gun to a public meeting.

Ely Minsky, 9976 E. Bay Harbor Drive, came forward to address the Council. He felt that there was a cat problem in the Island that should be addressed. The cats were attacking other animals.

Vincent Martino, 1050 93 Street, came forward to address the Council. He thanked the Council and staff for an outstanding job cleaning up debris after the storm.

Victor Maya, 1155 103 Street, came forward and thanked the staff for the clean efforts after the storm.

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with the future of the Business District. She felt that the parking issue was being ignored and the County taxes were being increased.

CLOSED PUBLIC COMMENT

COMMITTEE REPORTS:

Item 6. Consideration of a request for appointment to fill a vacancy to the Planning & Zoning Board.

ACTION: Consensus was to appoint Wesley Kean to the Planning & Zoning Board.

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.)

Item 8. Approval of a Resolution requested by Council Member Yaffe supporting legislation to require certification for all recovery residences and recovery residence administrators.

Item 9. Approval of a Resolution requested by Council Member Yaffe and Council Member Salver supporting the Florida Legislature to take legislative action to assist with funding resources for municipal transportation needs.

Item 10. Approval of a Resolution requested by Council Member Yaffe and Council Member Salver supporting legislation to provide long term, recurring and adequate state funding for local government water resources and water quality improvement projects and infrastructure.

Item 11. Approval of a Resolution requested by Council Member Yaffe and Council Member Salver supporting legislation reforming the communications services tax in a manner that is revenue neutral.

Item 12. Approval of a Memorandum of Understanding (MOU) between the Town of Bay Harbor Islands and the City of Sunny Isles Beach to jointly develop a regional hybrid skatepark and pumptrack in Haulover Park.

At this time item # 7 was taken out of consent agenda for discussion.

ACTION: Consensus was to approve the consent agenda and it passed unanimously.

Item 7. Approval of a Resolution requested by Council Member Yaffe and Council Member Salver opposing legislative efforts to impede municipal home rule powers.

Council Member Reid asked for Council Member Yaffe to clarify the proposed resolution. Council Member Yaffe clarified that the resolution was geared to protect home rule powers. The resolution requests that legislators do not preempt municipal home rule.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and asked for the Council to consider term limits.

CLOSED PUBLIC COMMENT

ACTION: Consensus was to approve the proposed resolution and it passed unanimously.

At this time Item #22 was taken out of order.

Item 22. Discussion requested by Mayor Leonard regarding the town's regulations for trees growing into powerlines.

Mayor Leonard was concerned with the town regulations on trees growing into the powerlines. He was concerned with trees and the storm season, could possible cut power to a lot of residents.

There was a detailed discussion on the current regulations; Florida Power & Light; ways to enforce through Code Compliance; review the trees species and underground utilities lines.

Town Council asked for staff to work together with residents and new developments to choose a tree species that do not grow into the powerlines.

PUBLIC COMMENT

Hillary Frankel, 1231 99 Street, came forward and asked for the Town to enforce the trees near the powerlines.

Frances Neuhut, 1060 Kane Concourse, came forward and asked for the Town Council to keep the trees and was opposed to cutting down any trees.

CLOSED PUBLIC COMMENT

Consensus was for staff to come back with recommendations to amend the Code and speak with Florida Power & Light.

ORDINANCES ON SECOND READING:

Item 13. Consideration and Approval of an ordinance on second reading requested by Council Member Salver amending Section 5-5 of the Town regarding the current parking plan for construction sites in Town.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS FLORIDA AMENDING SECTION 5-5 OF THE BAY HARBOR ISLANDS TOWN CODE OF ORDINANCES REQUIRING A STAGING PLAN FOR SINGLE FAMILY, MULTI-FAMILY, AND COMMERCIAL PROJECTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Vice Mayor Bruder made a motion to approve the proposed ordinance on second reading. Council Member Salver seconded the motion and it passed by unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 14. Consideration and Approval of an ordinance on first reading increasing the monthly base and flow charges for sewer service. Enclosed is a copy of 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.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on first reading. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

Item 15. Consideration and Approval of an ordinance on first reading increasing the monthly charge for water service.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$4.53 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$21.08; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on first reading. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

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

Item 17. Request for approval of a proposal for professional traffic engineering services related to the Transportation Fund Analysis from Calvin Giordano and Associates in the amount of \$34,730. The proposal will include the collection of traffic data and analysis to come up with a formula based on this data to charge a fee for future roadway maintenance and resurfacing.

ACTION: Council Member Fuller made a motion to approve the proposal. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 19. Discussion regarding the existing building height regulations for the B-1 Business District.

PUBLIC COMMENT

France Neuhut, 1060 Kane Concourse, came forward and asked for the Council to clarify what new developments are required to have in place prior to construction.

CLOSED PUBLIC COMMENT

ACTION: Council Member Fuller made a motion to move forward with a code amendment relating to building height for the B-1 Business District. Council Member Salver seconded the motion. Consensus was for staff to bring back an ordinance on first reading amending the building height for the Business District.

Item 20. Discussion requested by Council Member Salver on a possible Residential Sticker Program.

There was a brief discussion on the plan to implement for a residential sticker program; mitigate the existing problem of construction vehicles on the west Island.

PUBLIC COMMENT

Hillary Frankel, 1231 99 Street, came forward and was opposed to a residential sticker on her car that would identify where she resides.

CLOSED PUBLIC COMMENT

Consensus was to wait and revisit the topic 6 months from date.

Item 21. Discussion and direction regarding the celebration of the Town's 70th Anniversary.

Town Manager Wasson asked for the Council direction on a 70th Anniversary celebration.

There was a brief discussion on possible ideas such as a fireworks show; budget amount was \$30,000; Community Center night event; and Causeway Island event.

Consensus was for staff to bring back a plan and logistics of an event at the Causeway Island.

There being no further business to discuss meeting was adjourned at 10:35 p.m.

MAYOR

ATTEST

TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
PUBLIC HEARING OF THE TOWN COUNCIL**

A Public Hearing of the Town Council was held on December 11, 2017 at 9:00 a.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard	
Vice Mayor Stephanie Bruder	Council Member Kelly Reid
Council Member Isaac Salver	Council Member Robert Yaffe

Item 1. Discussion and Approval of a resolution to impose a temporary moratorium on the approval of registration and applications for communication facilities, including small wireless facilities and utility poles for collocation of small wireless facilities as defined in section 337.401(7), Florida Statutes for one hundred and eighty (180) days. This item was brought up for discussion by Council Member Salver at a previous meeting.

Council Member Salver explained that the state granted exemptions that would allow local utilities provider to place their equipment on the cities right-of-way. He felt that the outlook of the situation was not very good but the Town could take action, the temporary moratorium was the first step.

Assistant Town Attorney Simone stated that the Town hired Attorney Gary Resnick who approved the proposed resolution and would also be drafting an ordinance should the Council want to make any Code amendments on the subject.

Council Member Salver would like to place any safe guards to regulate where and how the equipment was placed.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was not in favor of the early morning meeting.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to approve the proposed resolution. Council Member Yaffe seconded the motion and it passed unanimously.

There being no further business to discuss meeting was adjourned at 9:07 a.m.

MAYOR

ATTEST

TOWN CLERK

MINUTES OF A REGULAR MEETING TOWN OF BAY HARBOR ISLANDS

A Regular meeting of the Town Council was held on Monday January 8, 2018 at 7:01 p.m. in the Council Chambers. Upon roll call the following members responded:

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

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Reid requested an update on the noise reading report for the East Island.

Town Clerk Siegel stated that as soon as she had the noise reading for all the active sites she would provide a report.

TOWN MANAGER'S REPORT:

Town Manager Wasson introduced the new Finance Director Melissa Cruz that will be stepping in for Alan Short. He also reported on pending discussion for a new site plan to be located in the City of North Miami on the west side entrance of the Causeway Islands, formerly known as the White House Inn. Council Member Fuller was concerned if the site plan was approved the traffic impact it could possibly have on the Town.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

Council Member Tricoche reported the Snow Day Event was a success and suggested adding 2 more slides for next year event.

Council Member Reid attended the meeting for the Keystone Owners Association on the new development proposed formerly know as the White House Inn. She also attended the Snow Day Event and Farmers Market.

Council Member Salver welcomed the new Finance Director and welcomed any new practices. He also attended the Florida League of Cities Legislative Conference, which was focused on Home Rule.

Council Member Fuller reminded the resident of the Farmers Market was schedule to run every 2 weeks.

Council Member Yaffe attended the Miami Dade County League of Cities monthly Meeting.

Vice Mayor Bruder attended the Farmers Market and suggested a new Art Show in conjunction with Farmers Market. She suggested for the event to be advertised on the Miami Herald Neighbors Section.

There was a brief discussion on the proposed events, live entertainment; car show; advertising and flyers.

Consensus was for staff to coordinate a new event together with the farmers market.

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.

Kathleen Kennedy, 9180 w. Bay Harbor Drive, came forward and was proud of the holiday lighting display around Town.

Frances Neuhut, 1060 Kane Concourse, came forward and asked the Council to add on the agenda to discuss the church by the sea status. She felt that the Council needs to talk about the BDS movement.

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.)

Council Member Reid pulled Item #3 for discussion.

Council Member Yaffe pulled item #5 for discussion.

Item 1. Approval of the following Meeting Minutes:

- a. Budget Workshop - July 24, 2017
- b. Regular Council Meeting held August 14, 2017
- c. Budget Hearing held on September 18, 2017
- d. Public Hearing held on September 18, 2017
- e. Special Council Meeting held on September 18, 2017

Item 2. Consideration and Approval of a resolution amending the schedule for Building permits to decrease the fee for change of contractor.

Item 4. Approval of a resolution updating and adopting new values for town owned TDR (Transfer of Development Rights) units in the residential districts and establishing a value for Town owned units in the B-1 Commercial District.

Item 4.5 Approval of a resolution authorizing deposits and withdrawals of the Town Funds in certain accounts pursuant to the authority given under Chapter 655.043, Florida Statutes.

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

At this time Item # 3 and item #5 were discussed.

Item 3. Consideration and Approval of the Council Meeting dates for the 2018 calendar year.

Council Member Reid made a motion to schedule a December Council Meeting. There being no seconded, motion failed.

PUBLIC COMMENT

Frances Neuhut, 1060 came forward and reminded the Council that the Town charter required that the Town Council scheduled at least 10 regular meetings.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to approve the proposed 2018 Calendar meeting dates as presented. Council Member Tricoche seconded the motion and it passed unanimously.

Item 5. Consideration and Approval of a Memorandum of Understanding (MOU) between the Town of Surfside, the Village of Bal Harbour and the Town of Bay Harbor Islands to research and assess the development of a more cost-effective shuttle bus operation of all three municipalities.

ACTION: Council Member Yaffe made a motion to approve the MOU. Vice Mayor Bruder seconded the motion and it passed unanimously.

ORDINANCES ON SECOND READING:

Item 6. Consideration and Approval of an ordinance on second reading amending Chapter 16 of the Town Code to permit payroll deductions for the payment of purchases of credited service for past military and/ or police service.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, TO PERMIT PAYROLL DEDUCTIONS FOR THE PAYMENT OF PURCHASES OF CREDITED SERVICE FOR PAST MILITARY AND/OR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Fuller made a motion to approve the proposed ordinance on second reading. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote.

Item 7. Consideration and Approval of an ordinance on second reading amending Section 18-22 of the Town Code to require property owners to underground the service lines. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 18-22 ENTITLED NEW CONSTRUCTION AND REHABILITATED STRUCTURES, TO REQUIRE PROPERTY OWNERS TO UNDERGROUND THE SERVICE LINE OR LATERAL FROM THE BUILDING TO THE UTILITY POLES OR UNDERGROUND FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Vice Mayor Bruder made a motion to approve the proposed ordinance on second reading. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

Item 8. Consideration and Approval of an ordinance on second reading amending Section 23-11 of the Town Code to allow for additional building height in the B-1 Business District.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO AMEND SECTION 23-11(C) TO ALLOW FOR ADDITIONAL BUILDING HEIGHT IN THE B-1 BUSINESS DISTRICT PROVIDED A DEVELOPER PARTICIPATES IN THE TOWN'S PUBLIC BENEFITS PROGRAM; ESTABLISHING A PUBLIC BENEFITS PROGRAM FOR ADDITIONAL BUILDING HEIGHT INCLUDING SPECIFIC PUBLIC BENEFITS DESIRED BY THE TOWN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Fuller made a motion to approve the proposed ordinance on second reading. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 9. Consideration and approval of an ordinance on first reading amending Chapter 16 to provide a five (5) year cliff vesting schedule for police officer members of the Retirement System.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR A FIVE-YEAR CLIFF VESTING SCHEDULE FOR POLICE OFFICER MEMBERS OF THE RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on first reading. Vice Mayor Bruder seconded the motion and it passed on unanimous poll vote.

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

Item 10. Discussion and direction with regard to Council Member Fuller's request to design an amphitheater and passive park at the lot located on 95th Street and West Bay Harbor Drive. Staff is proposing a budget in the amount of \$156,000, if approved the Town will solicit a request for proposals (RFP) for the project.

PUBLIC COMMENT

Residents Kathleen Kennedy, 9180 W. Bay Harbor Drive and Leo Caneiro, 1050 93 Street, felt that the item should have been discussed by the Parks and Recreation Committee. Frances Neuhut, 1060 Kane Concourse, supported the proposed amphitheater.

CLOSED PUBLIC COMMENT

ACTION: Council Member Fuller made a motion to solicit a request for proposal to design an amphitheater / passive park on the corner lot located on 95th street and West Bay Harbor Drive, with the condition that a professional Engineer analyze the sound for the lot. Vice Mayor Bruder seconded the motion and it passed unanimously.

Item 11. Consideration and Approval to extend contract BHI-128 with LMK Pipe Renewal LLC. in the amount of \$250,000 to continue sewer lateral lining to reduce the volume of infiltration that enter the sanitary collection system. Enclosed is a Memo from Randy Daniel, Town Engineer.

ACTION: Council Member Salver made a motion to approve the contract extension of BHI-128 with MLK Pipe Renewal, LLC. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote.

Item 12. Approval of contract award BHI 188 to perform the lining of the sewer main to Miller Pipeline Corporation the amount of \$29,337.50 .

ACTION: Council Member Salver made a motion to approve the contract award of BHI-188 to Miller Pipelines Corporation. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 13. Discussion regarding an amendment to the Town Code to establish additional lighting requirements for new multi-family developments.

Consensus was for staff to draft an ordinance for first reading to establish lighting requirements for the new developments.

Item 14. Discussion requested by Council Member Reid regarding parking regulations that allow underground parking garages.

Consensus was for the Town Planner to provide a report of other cities regulations on underground parking.

There being no further business to discuss meeting was adjourned at 8:37 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A regular meeting of the Town Council was held on Monday February 12, 2018 at 7:03 p.m. in the Council Chambers. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

Item 1. Proclamation - Teacher of the Year

Molly Winters Diallo of Alonso & Tracy Mourning Senior High School

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Tricoche requested a future agenda item to discuss placing bike racks on Kane Concourse.

Council Member Yaffe would like a discussion item on mechanical parking lift.

Council Member Reid requested discussions on noise and also requested a report from the Town Manager on mosquito control and prevention.

TOWN MANAGER'S REPORT:

Item 2. Report of Investments Performance for the period end December 31, 2017 - Dan Brea of BNY Mellon.

Charles Sachs from BNY Mellon came forward and provided the Council a report on the Town's investments performance.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

Council Member Fuller reported visiting the State Capital; attended the Miami Dade County League of Cities Meeting and the Spay and Neuter Event held in Town.

Council Member Yaffe reported also visited the State Capital to meet with State representatives. He explained that the Florida House would be voting on a bill that could mandate when cities can hold their elections. Other discussions included a bill on vacation rentals, to which the Town enacted ordinances on the topic. He also attended the Miami Dade County league of Cities meeting and Spay and Neuter event at Town.

Vice Mayor Bruder attended Dade Days in Tallahassee and met with representatives. She attended the Spay and Neuter event, a total of 24 cats were spayed and neuter.

Council Member Tricoche attended the Legislative Action Days and Dade Days in Tallahassee; the Spay and Neuter event. She also suggested adding an Instagram account to social media.

Council Member Reid attended the Spay and Neuter event and thanked the Miami Dade County Commissioner Sally Heyman for helping coordinate the event.

Council Member Salver attended the Legislative Action Days and Dade Days in Tallahassee. He also attended a Children's Trust Meeting.

Mayor Leonard attended Dade Days in Tallahassee and met with state representatives.

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.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and thanked the Town Council for going to Tallahassee and fighting for home rule.

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the Town Joint Use Agreement with the School Board allow for the kids to utilize the field after schools.

Victor Maya, 1155 103 Street, came forward and asked why the Town was not considering placing artificial grass on the proposed amphitheater since it has been done at the 98th Street Park.

COMMITTEE REPORTS:

Item 3. Consideration of a recommendation from the Parks and Recreation Committee for a new Senior Social Night program to be held at the community center.

ACTION: Consensus was to move forward with a new Swing Night Event for the Seniors, event must not exceed \$1,000 in expenses.

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.)

At this time item #4 was pulled from the consent agenda for discussion

Item 5. Consideration and Approval of charity donation requested by Mayor Leonard in the amount of \$1,000 to the Ruth K. Broad Bay Harbor PTA. Enclosed is a copy of the funding request documents.

Item 6. Consideration and Approval of a request from the David L. Singer Memorial Foundation of the Town's customary donation in the amount of \$500 for the Special Olympics Event. Enclosed is a copy of the funding request form and supporting documents.

Item 7. Consideration and Approval of an expenditure in the amount of \$21,892.00 for the purchase of a new Ford F-150 pickup truck for the Public Works Department from Duval Ford. Enclosed is a copy of the quote and outline of the specs.

Item 8. Consideration and Approval of contract award BHI-190 to Cues, Inc in the amount of \$34,600 for the purchase of a new sewer crawler camera inspection system for the Public Works Department. Enclosed is copy of the bid documents and supporting documents.

ACTION: Vice Mayor Bruder made a motion to approve the consent agenda. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

Item 4. Consideration and Approval of an employment agreement with the Chief of Police, C. Sean Hemingway for a period of three (3) years.

ACTION: Council Member Salver made a motion to approve the employment agreement for the Chief of Police. Council Member Fuller seconded the motion and it passed unanimously.

At this time Item # 16 was taken out of order.

Item 16. Discussion to establish regulations for the installation and maintenance of floating vessels platforms / floating boat slips. Enclosed is a staff report from Town Planner, Michael Miller.

There was a brief discussion on the existing floating docks conditions; mourning piles; DERM; the Town Code on floating docks; the state preemption to regulate and an update report on the existing seawalls.

PUBLIC COMMENT

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and suggested for the council to require a permit for the installation of the floating docks. She urged the Council to request an updated report of all the Town's seawalls.

Scott Hannon 9160 W. Harbor Drive, came forward and requested for the Council to conduct a study on what floating docks were damaging the seawall.

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the existing conditions of the floating docks.

Victor Maya, 1155 103 Street, came forward and felt that the coastal water need to be regulated due to the many speeders on jet skis.

CLOSED PUBLIC COMMENT

Consensus was for the Town Planner to come back with a staff report and suggestions for a possible code amendment to regulate floating vessels platforms and for the Town Manager to hire a firm to conduct inspections of the seawalls conditions and docks.

At this time Vice Mayor Bruder stepped out of the dias.

ORDINANCES ON SECOND READING:

Item 9. Consideration and approval of an ordinance on second reading amending Chapter 16 to provide a five (5) year cliff vesting schedule for police officer members of the Retirement System. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR A FIVE-YEAR CLIFF VESTING SCHEDULE FOR POLICE OFFICER MEMBERS OF THE RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Fuller made a motion to approve the proposed ordinance on first reading. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 10. Consideration and Approval of an ordinance on first reading to amend Chapter 10 of the Town Code to enhanced outdoor lighting requirements. Enclosed is a copy of the proposed ordinance and staff report.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES ENTITLED HOUSING BY MODIFYING SECTIONS 10-1 AND 10-2; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING BY MODIFYING SECTION 23-19 TO PROVIDE ENHANCED OUTDOOR LIGHTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Reid made a motion to approve the proposed ordinance on first reading. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

At this time Vice Mayor Bruder returned to the dias.

PUBLIC COMMENT

Vincent Martine, 1050 93 St, came forward and urged the Council to consider legislation to address the matter.

Frances Neuhut, 1060 Kane Concourse, came forward and urged the Council to consider additional lighting for the 95th street municipal parking lot.

CLOSED PUBLIC COMMENT

There was a detailed discussion on the proposed ordinance text; photometric requirements; samples of one candle foot; other cities regulations on lighting and Planning & Zoning Board input.

Consensus was for the proposed ordinance to be discussed by the Planning & Zoning Board and bring back for first reading.

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

Item 11. Consideration and Approval of a agreement requested by Mayor Leonard between the Town of Bay Harbor Islands and the Village of Miami Shores for the use and access of the Aquatics Center.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and felt that proposed program from Miami Shores to teach kids to swim was not adequate.

CLOSED PUBLIC COMMENT

ACTION: Council Member Fuller made a motion to approve the proposed agreement. Council Member Salver seconded the motion and it passed unanimous poll vote.

Item # 14 was taken out of order.

Item 14. Consideration and Approval of a proposal from Calvin, Giordano & Associates in the amount of \$8,250 for professional traffic engineering services related to the proposed development located on the Northeast corner of NE 123 Street and North Bayshore Drive in the City of North Miami.

There was a brief discussion on the to perform a traffic engineering services; proposed site plan in City of North Miami; Town restrictions on the reference property; traffic impact for outgoing traffic of the site and the Town rights to contest any rights to the reference property.

Consensus was for the Town Attorney to provide a report on the Town rights over the reference property.

Item 12. Consideration and Approval of a proposal from Kimley Horn and Associates, Inc. in the amount of \$9,500 to develop a Preliminary Design Report of the existing emergency power system for Town Hall. Enclosed is a copy of the proposal submitted by Kimley Horn and Associates.

Consensus was to table the item to next month regular council meeting and for staff to provide other firms proposals.

Item 13. Consideration and Approval of award of contract BHI-191 for Zone 2 valley gutter repairs in favor of C & I Construction and Design in the amount of \$110,000. Enclosed is a copy bid results and contract documents.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with water retaining in the alley.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the contract BHI-191 to C & I Construction. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 15. Discussion requested by Council Member Salver regarding the design standards for single family homes on the West Island.

There was a brief discussion on referring the discussion item to the Planning & Zoning Board for recommendations; landscaping; percentages of landscaping on the driveways; possible moratorium; designs standards for the East Islands and a possible Join Workshop Meeting with the Planning & Zoning Board and Town Council.

PUBLIC COMMENT

Leo Canneiro, 1050 93 St, asked why wasn't the Parks and Recreation Committee discussion the proposed item. He urged the Council to consider adding more green space.

Victor Maya, 1155 103 Street, came forward and reminded the Council that only multifamily projects are discussed by the Design and Review Committee and not the single family homes.

Frances Neuhut, the Vice Chair to the Planning & Zoning Board has requested a discussion on lot coverage.

CLOSED PUBLIC COMMENT

Consensus was for the Town Manager to send correspondence to the Planning & Zoning Board to provide the Council with recommendations.

The Town Council will hold a Joint Workshop Meeting with the Planning & Zoning Board on April 1, 2018 at 6:30 p.m.

There being no further business to discuss meeting was adjourned at 9:49 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A regular meeting of the Town Council was held on Monday March 12, 2018 at 7:03 p.m. in the Council Chambers. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

Item 1. The St. Regis Bal Harbour Resort

Mayor Leonard presented a Certificate of Appreciation to the Morelock family for a weekend stay courtesy of the St. Regis Bal Harbour Resort.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

Town Manager Wasson reported that all required documentation has been submitted to FEMA for the disaster aftermath and its being review by the State. He expected a \$350,000 reimbursement from the State. He also reported on the recent sewer main break, which has since been repaired.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

Council Member Tricoche reported she attended the LEO Awards; Staff Appreciation Banquet, and the Island Chief Dinner. She also reminded the residents of the upcoming event such as the Town Annual Picnic and the Town Egg Hunt.

Council Member Reid reported she attended the Employees Banquet; the Island Chief Dinner and the last two (2) Planning and Zoning Board Meetings.

Council Member Salver reported he attended the Annual Employees Banquet.

Council Member Fuller reported he attended the Island Chief Dinner and the Employee Dinner Banquet.

Council Member Yaffe reported he attended the Employees Annual Banquet, and Island Chief Dinner.

Vice Mayor Bruder reported she attended a school meeting to address the security measurements.

Town Manager Wasson asked for the Town Council approval to donate unused vehicles that were obsolete to Puerto Rico to help in their recovery efforts after the recent Hurricane.

Consensus was to donate the unused Town's vehicles to Puerto Rico.

Item 2. Consideration and Approval of a request by Miami Dade County League of Cities to designate a Director and an alternate Director to serve on the Board of Directors for a period of one year.

ACTION: Council Member Salver nominated Council Member Yaffe as the Director and Council Member Reid as the alternate Director. Council Member Fuller seconded the motion and it passed unanimously.

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.

Kathleen Kennedy, 9182 W. Bay Harbor Drive, came forward and was disturbed to hear that a Council Member walked a resident to Town Hall to run for the Town Election against the Mayor.

Mitch Feldman, 10165 Bay Harbor Terrace, came forward to complaint about the construction site workers changing their clothes and littering on Public Street.

Consensus was for Town Manager Wasson to provide notice to all construction sites advising them of that the behavior would not be tolerated.

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with the increase in density, inter local agreement with the school and the Town Election.

John Vetter, 10350 W. Bay Harbor Drive, came forward and presented the Town Council with pictures of the Sereno Site. He explained the excess lighting; the new hotels parking for delivery and lack of maintenance to a gateway property.

CLOSED PUBLIC COMMENT

COMMITTEE REPORTS:

Item 3. Update from the Planning and Zoning Board Chair Steven Hurwitz.

Chair Hurwitz came forward and provided a report to the Town Council on the recent meetings with Planning & Zoning Board. He thanked the Council for forwarding the topic to the Board for discussion. He explained that the Board had extended discussion on the following areas:

- Opposed to the design guidelines for single family homes.
- Landscaping requirements for the front yard.
- Second floor limitations (by creating flex setbacks or control the percentage on the second floor)
- Lot and building coverage.

Town Clerk Siegel suggested for the Town Council to further discuss and host a Joint Workshop with the Planning & Zoning Board.

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.)

At this time Item #4 was pulled from consent agenda for discussion.

Item 5. Consideration and approval of a charity donation requested by Council Member Reid and Council Member Fuller to the Pelican Harbor Seabird Station in the amount of \$1,000 for their annual Fundraising Party to be hosted April 17,2018.

Item 6. Consideration and Approval requested by Council Member Fuller to make a charity donation in the amount of \$1,000 to the Ruth K. Broad Parent Teacher Association (PTA) to help fund an art sculpture to honor the 17 students of the Florida school shooting at Marjorie Stoneman Douglas High School.

Item 7. Approval regarding the attendance to the 64th Miami-Dade County League of Cities Annual Installation Gala to be held on Saturday, May 12, 2018. The Silver Sponsorship Package in the amount of \$8,050 will include 3 tables and a full page color advertisement.

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

Item 4. Consideration and Approval of a resolution continuing and extending a temporary moratorium on medical marijuana dispensing facilities with the Town of Bay Harbor Islands for an additional period of one hundred and eighty (180) days.

ACTION: Council Member Yaffe made a motion to approve the resolution extending the temporary moratorium on medical marijuana. Council Member Tricoche seconded the motion and it passed unanimously.

ORDINANCES ON FIRST READING:

Item 8. Consideration and Approval of an ordinance on first reading amending Section 23-12(6) of the Town Code related to floating vessels platforms and floating boat lifts.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS TO MODIFY SECTION 23-12(6) RELATED TO FLOATING VESSEL PLATFORMS AND FLOATING BOAT LIFTS; CREATING REGULATIONS FOR

SUCH DOCKING FACILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Vice Mayor Bruder made a motion to approve the proposed ordinance. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

At this time Vice Mayor Bruder left the meeting.

PUBLIC COMMENT

Residents Scott Hannon, 9160 W. Bay Harbor Drive; Alvaro Krapkin, 9180 W. Bay Harbor Drive, were opposed to the proposed ordinance.

Residents Kathleen Kennedy, 9180 W. Bay Harbor Drive; Frances Neuhut, 9120 W. Broadview Drive; and John Corral were all concerned with the Town seawalls.

CLOSED PUBLIC COMMENT

Consensus was for staff to provide a report of the current seawall conditions and prepare an ordinance for a possible code amendment.

Item 9. Consideration and Approval of an ordinance on first reading amending the Town Code to provide enhanced outdoor lighting requirements.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES ENTITLED HOUSING BY MODIFYING SECTIONS 10-1 AND 10-2; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING BY MODIFYING SECTION 23-19 TO PROVIDE ENHANCED OUTDOOR LIGHTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

There was a detailed discussion on the proposed lighting requirements for new developments; Planning & Zoning Board comments; photometric plan requirements; revisions to the text of the proposed ordinance; West Island Homes and sample of a foot candle.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the tennis courts have no lighting.

John Vetter, 10350 W. Bay Harbor Drive, came forward and provided the Council of an updated picture of the Sereno project and felt that the lighting was still an issue.

CLOSED PUBLIC COMMENT

Consensus was for the Town Planner Miller to come back with the revise language addressing requirements for photometric plans for single family homes and provide samples of a foot candle.

Item 9.1 Consideration and Approval of an ordinance on first reading requested by Mayor Leonard relating to bicycle parking on sidewalks, streets, right of way and public property in the Town.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED STREETS AND SIDEWALKS, BY ADDING SECTION 18-11 ENTITLED BICYCLE PARKING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and urged the council to do something about the streets to make them safer.

CLOSED PUBLIC COMMENT

ACTION: Council Member Tricoche made a motion to approve the proposed ordinance. Council Member Fuller seconded the motion and it passed by unanimous poll vote.

Item 9.2 Consideration and Approval of an ordinance on first reading requested Mayor Leonard to prohibit unattended personal property upon public property.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED STREETS AND SIDEWALKS, BY ADDING SECTION 18-10 ENTITLED PROHIBITION OF UNATTENDED PERSONAL PROPERTY UPON PUBLIC PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Leonard asked for the Council to consider the proposed ordinance as it relates to unattended personal property on Town property.

ACTION: No action taken

DEFERRED ITEMS:

Item 10. Discussion and possible action requested by Council Member Fuller to explore the option of acquiring the property located on the southwest corner of Bay Harbor Terrace and 97 Street (currently being utilize as a parking lot for 1111 Kane Concourse) through eminent domain.

At this time Council Member Yaffe stepped out of the dias.

There was a brief discussion on what the Town could build on the proposed land; report by the Town Attorney on eminent domain proceedings and cost for the land.

PUBLIC COMMENT

Victor Maya 1155 103 Street; and Frances Neuhut, 1060 Kane Concourse, were opposed to the proposed eminent domain. Gabriel Boano, 9434 W. Broadview Drive, came forward and clarified that

based on discussion from his attorney the 1111 Kane Concourse Building have no Transfer Developments Rights.

CLOSED PUBLIC COMMENT

Council Member Salver left the meeting at 9:55 pm.

ACTION: Consensus was for staff to meet with the land owners to discuss a deck action and obtain a cost estimate of the land.

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

Item 11. Consideration and Approval of Contract Award BHI-192 to Arrow Asphalt Inc. in the amount of \$83,725.50 for Resurfacing and Re-striping the Municipal Parking Lot on 95th Street.

ACTION: Council Member Yaffe made a motion to approve contract award BHI-192 to Arrow Asphalt, Inc. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

Item 12. Consideration and Approval of a proposal from Chen Moore and Associates in the amount of \$96,250.00 to perform an inspection and assessment report of the seawalls around the East and West Island.

ACTION: Council Member Tricoche made a motion to approve the proposal submitted by Chen Moore and Associates. Council Member Fuller seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 13. Discussion requested by Council Member Yaffe regarding mechanical parking lifts regulations.

Consensus was for staff to bring back on ordinance on first reading to require valet parking as a condition for any new developments that have mechanical parking lifts.

Town Manager Wasson stated that Vice Mayor Bruder had inquired about the school basketball courts and asked if we could use the vacant lot located adjacent to the Community Center as the temporary location for basketball courts until the school was done with the renovations, but the amphitheater would have to be delay.

Consensus was to not delay and continue the construction plans for the amphitheater at the 95 Street and West Bay Harbor Drive vacant lot.

Item 14. Discussion and possible action requested by Council Member Fuller regarding having a closed meeting to discuss the Town's security systems and plans in connection with an active shooter.

There was a brief discussion on the proposed close session meeting; could ask for the Attorney General opinion; option for the Town Manager and the Chief of Police to meet with school officials and notice of the closed meeting.

Consensus was for the Town Attorney office to obtain an opinion from the Attorney General if the Town could have a Closed Session to discuss a security plan for the local school, where the Town has possession of the property during certain hours of the day.

There being no further business to discuss meeting was adjourned at 10:35 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

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

An Organization Meeting of the Town Council was held on Monday April 16, 2018 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

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

Item 1. Distribution of Annual Salaries to the Town Council.

ACTION: Consensus was to donate the Town Council Annual Salaries of \$7.00 to the Ruth K. Broad Bay Harbor K-8, Parent Teacher Association.

Item 2. Acceptance of the Certification of Elections presented by the Town Clerk and Canvassing Board Members.

ACTION: Vice Mayor Bruder made a motion to accept the Certification of Elections. Council Member Tricoche seconded the motion and it passed unanimously.

Item 3. Administration of Oath of Office to the newly elected Council Members. The Oath of Office will administered by Town Clerk, Marlene M. Siegel.

Town Clerk Siegel administered the Oath of Office to Council Member Leonard.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward and felt that there were many Town residents that were confused with the elections flyers that were mailed out and many residents were under the impression that there was an Election for a Town Mayor.

Frances Neuhut, 1060 Kane Concourse, came forward and felt that the Town Council traditionally took turns on how they appoint as the Town Mayor and felt that there were other members in the Town Council that were qualified to fulfill that role.

CLOSED PUBLIC COMMENT

Item 4. Selection of a Mayor by the Town Council

ACTION: Council Member Reid made a motion to appoint Council Member Yaffe as the Town Mayor.

Council Member Yaffe thanked Council Member Reid for the nomination, but declined the Mayor nomination.

Mayor Leonard made a motion to appoint Vice Mayor Bruder as Mayor. Council Member Tricoche seconded the motion and it passed 6-1, with Council Member Reid opposed.

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

ACTION: Mayor Bruder made a motion to appoint Council Member Fuller for Vice Mayor. Council Member Yaffe seconded the motion and it passed 6-1, with Council Member Reid opposed.

Item 6. Administration of Oaths of Office to the Mayor and Vice Mayor. These oaths will be administered by Town Clerk, Marlene M. Siegel.

At this time Town Clerk Siegel administered the Oath of Office to Mayor Bruder and Vice Mayor Fuller.

Item 7. Consideration and Approval of a Resolution re-appointing the Town Clerk and Deputy Town Clerk. The current resolution reflects the current appointments of Marlene M. Siegel and Alba L. Chang.

ACTION: Council Member Yaffe made a motion to approve the proposed resolution re-appointing the Town Clerk and the Deputy Town Clerk. Council Member Tricoche seconded the motion and it passed unanimously.

Item 8. Consideration and Approval of a Resolution re-appointing the Town Attorney and Assistant Town Attorneys. The current resolutions reflects the current appointment of Craig B. Sherman as Town Attorney, with Drew B. Sherman and Frank Simone as Assistant Town Attorneys.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward and felt that the Town Attorney should be more vigilant with Town contracts and urged the Town Council to consider interviewing other attorneys.

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed with the preschool located in the Business District and felt that the meetings should be broadcast on the Town channel.

CLOSED PUBLIC COMMENT

ACTION: Council Member Leonard made a motion to approve the proposed resolution re-appointing the Town Attorney and the Assistant Town Attorneys. Council Member Tricoche seconded the motion and it passed 6-1, with Council Member Reid opposed.

Item 9. Administration of oaths of office to the Town Clerk, Deputy Town Clerk, Town Attorney and Assistant Town Attorneys.

Mayor Bruder administered the Oath of Office to the Town Clerk, Deputy Town Clerk, Town Attorney and Assistant Town Attorney.

There being no further business to discuss meeting was adjourned at 7:37 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a resolution continuing and extending the temporary moratorium on medical marijuana treatment centers and medical dispensing facilities within the Town. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution is to extend and continue the temporary moratorium on medical marijuana dispensaries with the Town for an additional one hundred and eighty (180) days.

Enclosed is a copy of the proposed resolution.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Resolution on Medical Marijuana

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA CONTINUING AND EXTENDING THE TEMPORARY MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE TOWN OF BAY HARBOR ISLANDS FOR AN ADDITIONAL PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS UNLESS RESCINDED, OR FURTHER CONTINUED AND EXTENDED, OR BY A SUBSEQUENT AMENDMENT TO THE TOWN USE REGULATIONS REGARDING THE REGULATION OF MARIJUANA TREATMENT CENTERS AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES.

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the Town of Bay Harbor Islands, Florida (the “Town”), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, on November 8, 2016, Florida voters approved an amendment to the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions” (“Amendment 2”); and

WHEREAS, Amendment 2 legalized the medical use of Marijuana throughout the State of Florida for individuals with certain medical conditions as determined by a licensed Florida physician and authorize the registration and regulation of centers that acquire, produce and distribute Marijuana for medical purposes; and

WHEREAS, Section 381.986, Florida Statutes, authorizes qualified physicians to prescribe Marijuana for qualified patients diagnosed with certain conditions; and

WHEREAS, due to the historic and longstanding legal prohibition of Marijuana prior to enactment of Section 381.986, Florida Statutes, and approval of Amendment 2, the land use regulations of the Town do not address the use of real property for purposes of Medical Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities and such uses of real property have historically not existed within the Town;

WHEREAS, in order to promote effective and responsible land use planning within the Town, the Town Council, on September 18, 2017, approved a temporary moratorium to allow sufficient time to research, study and analyze the potential impact of Medical Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities uses and the surrounding areas, traffic, congestion, surrounding properties values, demand for Town services and other aspects of the public safety and welfare; and

WHEREAS, the Town Council, on March 12, 2018, determined that a continuance and extension of the temporary moratorium on the operation of Medical Marijuana Treatment

Centers and Medical Marijuana Treatment Center Dispensing Facilities was needed to allow the Town a sufficient period of time to determine what uses are best suited to particular zoning categories and how best to formulate land development regulations that appropriately govern the use of real property for purposes of cultivation, processing, distributing or selling marijuana or related activities or whether to ban the same as authorized by Florida, Statute Sec. 381.996 (11)(b).

WHEREAS, the Town Council finds that a continuance and extension of the temporary moratorium on the operation of Medical Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities is again needed to allow the Town a sufficient period of time to determine what uses are best suited to particular zoning categories and how best to formulate land development regulations that appropriately govern the use of real property for purposes of cultivation, processing, distributing or selling marijuana or related activities or whether to ban the same as authorized by Florida, Statute Sec. 381.996 (11)(b).

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

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Moratorium Continued and Extended. The temporary moratorium imposed on September 18, 2017 and extended on March 12, 2018, is hereby continued and extended on the submittal, processing, approval and issuance of any licenses, local business tax receipts, development orders or permits for any use that involve the cultivation, processing, dispensing or retail sale of marijuana including, but not limited to, Medical Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities for an additional period of one hundred eighty (180) days from the date of adoption of this Resolution. Nothing in this temporary moratorium shall be construed to prohibit the medical use of Marijuana by a qualifying patient, pursuant to Section 381.986, Florida Statutes, or other Florida law.

Section 3. Definitions. For purposes of the temporary moratorium:

- A) “Marijuana” shall mean all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including low-THC cannabis, which are dispensed from a medical marijuana treatment center for medical use by a qualified patient.
- B) “Low-THC-Cannabis” means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed from a medical marijuana treatment center.
- C) “Medical Marijuana Treatment Center” means a licensee that may

cultivate, process, transport and dispense Marijuana for medical use pursuant to Section 381.986, Florida Statutes.

Section 4. Conflicts. In the event that the provisions of this Resolution are in conflict with any other resolution or ordinance, then the provisions of this Resolution shall prevail.

Section 5. Report. The Town Manager shall bring the counsel a report within 120 days providing recommendations as to the uses and the zoning districts where Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities may be permitted in order to research the impact these uses may have on the area and determine whether permitting these uses protects against negative impact that may be created by permitting these uses or whether such Medical Marijuana Treatment Centers and Medical Marijuana Treatment Center Dispensing Facilities shall be banned as authorized by Florida, Statute Sec. 381.996 (11)(b).

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption. The temporary moratorium enacted by prior resolution and extended by the instant Resolution shall terminate one hundred and eighty (180) days from the effective date of this Resolution, unless rescinded or extended, or by an amendment to the Town's Land Development Regulations or use regulation addressing the use of real property for purposes of cultivating, processing, transporting, and dispensing medical Marijuana activities.

PASSED this _____ day of _____, 2018.

TOWN OF BAY HARBOR ISLANDS

By: _____
STEPHANIE BRUDER,
MAYOR

ATTEST:

MARLENE SIEGEL,
TOWN CLERK

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

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

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 9.

ITEM: Approval of a Resolution authorizing the Town Manager to enter into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation which will provide the Town with \$1,201,770 to complete the Shepard Broad Causeway Corridor Enhancements project. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

This Local Agency Program (LAP) agreement with the Florida Department of Transportation will provide the Town with \$1,201,770 to complete the Shepard Broad Causeway Corridor Enhancements project. As part of this process, the Town had to become LAP certified in which staff was trained in the Federal and State procurement/contracting requirements. The Town obtained its LAP Certification in December of 2017.

Once this agreement is fully executed the Town will commence the "Invitation to Bid" process.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This item has a positive fiscal impact on the Town. This agreement will provide the Town with \$1,201,770 to complete the Shepard Broad Causeway Corridor Enhancements project.

BUDGET IMPACT:

Submitted By: Juan C Jimenez, Assistant Town Manager
 Juan C Jimenez, Assistant Town Manager

ATTACHMENTS

1. Complete LAP Agreement
2. Resolution - Policy for LAP Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 1 of 15

FPN: 439906-1-58-01 FPN: _____ FPN: _____
Federal No (FAIN): _____ Federal No (FAIN): _____ Federal No (FAIN): _____
Federal Award Date: _____ Federal Award Date: _____ Federal Award Date: _____
Fund: _____ Fund: _____ Fund: _____
Org Code: _____ Org Code: _____ Org Code: _____
FLAIR Approp: _____ FLAIR Approp: _____ FLAIR Approp: _____

County No: 87 (Miami Dade) Contract No: _____
Local Agency Vendor No: F 59-6000-273-009 Local Agency DUNS No: 081822603
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into on _____, between the State of Florida, Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Town of Bay Harbor Islands ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated _____, a copy
(This date to be entered by DOT only)
of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Shepard Broad Causeway Corridor Enhancements, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before March 1, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 1,201,770.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$1,201,770.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 2 of 15

- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 3 of 15

Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 4 of 15

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 5 of 15

- vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 6 of 15

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 - iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 7 of 15

period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 8 of 15

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC-07/17
Page 10 of 15

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 11 of 15

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 12 of 15

- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 13 of 15

- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
 - iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
 - v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
 - vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
 - vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
 - viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 14 of 15

- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Town of Bay Harbor Islands

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name:
Title:

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
1/15
Page 1 of 1

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$1,201,770.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 439906-1-58-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Town of Bay Harbor Islands

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.75 miles

PROJECT DESCRIPTION: The Town of Bay Harbor Islands (BHI) is proposing improvements to Broad Causeway from just east of North Bayshore Drive to West Broadview Drive. All proposed work will be conducted within existing right of way. Improvements include the following:

- Construction of 7 foot paved shoulders on the land portion of Broad Causeway,
- Adding sharrow lane markings on all elevated bridge sections, and
- Replacement of pedestrian handrail on the Intracoastal Waterway Bridge.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A - not in scope .
- b) Design to be completed by October 31, 2018 .
- c) Right-of-Way requirements identified and provided to the Department by October 31, 2018 .
- d) Right-of-Way to be certified by October 31, 2018 .
- e) Construction contract to be let by December 31, 2018 .
- f) Construction to be completed by October 31, 2019 .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40B
PROGRAM MANGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Town of Bay Harbor Islands 9665 BAY HARBOR TER BAY HARBOR ISS, FL 33154	FPN: 439906-1
---	---------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
Design - 38 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Design Cost				
Right-of-Way - 48 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost				
Construction-58 FY: 2018-2019 FY: _____ FY: _____ FY: _____	<u>\$ 1,201,770.00</u> _____ _____ _____	_____ _____ _____	_____ _____ _____	<u>\$ 1,201,770.00</u> _____ _____ _____
Total Construction Cost	\$ 1,201,770.00			\$ 1,201,770.00
Construction Engineering and Inspection (CEI) - 68 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total CEI Cost				
Operations – 88 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
TOTAL COST OF THE PROJECT	\$ 1,201,770.00			\$ 1,201,770.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E
PROGRAM MANAGEMENT
OGC- 08/15
Page 2 of 2

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40F
PROGRAM MANAGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING A LOCAL AGENCY PROGRAM
AGREEMENT BETWEEN THE TOWN OF BAY HARBOR
ISLANDS, FLORIDA AND THE STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION TO PROVIDE
FOR THE STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION'S PARTICIPATION IN SHEPARD
BROAD CAUSEWAY CORRIDOR ENHANCEMENTS**

WHEREAS, the Town Council appoints a Town Manager to be responsible to the Council for the administration of the Town of Bay Harbor Islands (the "Town") affairs;

WHEREAS, the Town Manager is responsible to the Town Council for the proper administration of all affairs of the Town, and has the power and is required to execute contracts on behalf of the Town as authorized by the Town Council;

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

The Town Manager is authorized to execute the presented Local Agency Program Agreement which purpose is to provide for the Florida Department of Transportation's ("Department") participation in Shepard Broad Causeway Corridor Enhancements ("Project"), to provide Department financial assistance to the Town, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

PASSED AND ADOPTED this _____ day of _____ 2018.

STEPHANIE BRUDER

Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.
Assistant Town Attorney

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 10.

ITEM: Approval of Modification #Z0040-1 to the Subgrant Agreement between the Town of Bay Harbor Islands and the Florida Department of Emergency Management increasing the Federal funding by \$43,544.86 and the State funding by \$2,419.16. Enclosed is the agreement modification

DESCRIPTION:

At their meeting in May 2018, the Town Council approved the Subgrant Agreement Z0040 between the Town and the Florida Division of Emergency Management for reimbursement of costs associated with preparation for and recovery from Hurricane Irma. Since that agreement was executed, FEMA and the State have increased the amount to be reimbursed to the Town to the following:

FEMA Share: \$259,089.13

State Share: \$ 20,450.23

Town Share: \$ 20,450.21

Total Cleanup Cost: \$299,989.57

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This item has a positive fiscal impact as it would reimburse the Town for costs incurred preparing and recovering from Hurricane Irma.

BUDGET IMPACT:

Submitted By: Juan C Jimenez, Assistant Town Manager
 Juan C Jimenez, Assistant Town Manager

ATTACHMENTS

1. Subgrant Agreement Modificaiton Z0040-1

**MODIFICATION # Z0040-1 TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND
_____**
Bay Harbor Islands, Town of _____

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and _____ ("Sub-Recipient"), to modify Contract Number Z0040, which began on 9/04/2017 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of \$259,089.13 in Federal funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding \$43,544.86 under the Agreement.

WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby amended to increase the Federal funding by \$43,544.86 and the State share by \$2,419.16 for the maximum amount payable under the Agreement to \$45,964.02.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _____ Bay Harbor Islands, Town of _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Michael Kennett, Deputy Director**

Date: _____

Attachment A - 1st Revision**Budget and Project List****Budget:**

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337			Sub-Recipient: Bay Harbor Islands, Town of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
32	A	PAAP Debris Removal 90% 30 days	\$43,544.86	90	\$2,419.16	5	\$2,419.16	5	\$48,383.18	9/04/2017	3/10/2018
33	A	Debris Removal 75%	\$102,081.65	75	\$17,013.61	12.5	\$17,013.60	12.5	\$136,108.86	9/04/2017	3/10/2018
34	A	Debris Removal PAAP 80%	\$8,139.63	80	\$1,017.46	10	\$1,017.45	10	\$10,174.54	9/04/2017	3/10/2018
133	B	Emergency Protective Measures	\$105,322.99	100	\$0.00	0	\$0.00	0	\$105,322.99	9/04/2017	3/10/2018
Total:			\$259,089.13		\$20,450.23		\$20,450.21		\$299,989.57		

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 11.

ITEM: Consideration and approval of a proposed ordinance on **second** reading amending the Town Code with regard zoning and planning regulations to address the minimum open space requirements and second story building area requirements in the RD Single-Family District. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The Planning and Zoning Board has been tasked with making recommendations to amend the Town's code to provide regulations to avoid large unbroken massive walls along the sides of the single family buildings and to enhance the landscaping. There have been other suggestions considered and approved by the Town Council. The proposed ordinance builds on those regulations.

After careful consideration and discussion the Planning and Zoning Board recommended new regulations for open space requirements and language that will regulate the mass and provide enhancements to the architecture of the proposed single family projects. The result is the attached proposed ordinance.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. BHI TC Staff Report Phase II SFR LDRs July 24 2018 (2)

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

To: Mayor & Town Councilmembers
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: July 24th, 2018

Subject: Town of Bay Harbor Islands
Land Development Code Update
Single-Family Home Design Standards
MMPA Acct. No. 01-0702-0500

ISSUE:

Recently the Town has been discussing / studying / meeting about the appearance of some of the new "contemporary / modern" home designs being built in the community. The comments included "over-building / too massive / too plain / too much plain exposed concrete / too much lot coverage" and other comments. The Town has spent a lot of time over the last 13+/- years studying its land development regulations and updating its Codes. In general, we find the Town's regulations similar to many other communities, comprehensive and fairly detailed, but are flexible enough to allow architects / builders some freedom to propose a wide variety of single-family house designs. However, as to modern 2-story home design criteria the current Town Code is felt to be somewhat lacking in bulk limitations, which often causes taller portions of homes to "overwhelm" older one-story homes nearby.

Upon the Planning and Zoning Board's (PZB) recommendation, the Town Council adopted initial single-family land development regulation modifications to require 1) at least 50% of the front yard area to be landscape, and 2) building facades must be articulated.

A joint workshop meeting occurred on May 1st, 2018 between the Town Council and PZB which provided a forum of open discussion about the recent community appearance observations, and suggestions to address the concerns. The PZB continued to meet / discuss further land development regulation modifications. At the July 17th, 2018 PZB meeting a consensus was reached on several additional possible Code amendments. MMPA was instructed to prepare illustrations and draft Code amendments for consideration. Included are (1) new definitions, (2) additional lot open space requirements, and (3) second story bulk regulations.

Town of Bay Harbor Islands
Town Council Staff Report
Single-Family Home Regulations
July 24th, 2018
Page 2

The PZB requested that the recommended "Phase II" single-family home LDRs be forwarded to the Town Council for discussion and adoption, if the Council is in agreement. MMPA has created / provided a number of illustrations / alternatives for the 2nd story additional setback / building volume issue for discussion, including a flex-setback option (1/3 – 2/3) and a building percentage option. PZB waiver provisions are included as well, as requested to address unique home designs.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO ZONING AND PLANNING REGULATIONS TO ADDRESS MINIMUM OPEN SPACE REQUIREMENTS AND SECOND STORY BUILDING AREA REQUIREMENTS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING CHAPTER 23-1 OF THE ZONING AND PLANNING CODE ENTITLED DEFINITIONS; AMENDING CHAPTER 23-11 OF THE ZONING AND PLANNING CODE ENTITLED LAND DEVELOPMENT REGULATIONS; PROVIDING REQUIREMENTS AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's Land Development Regulations accordingly; and

WHEREAS, the Town Council has studied the current Code provisions of the Town and find that certain modifications are necessary and desirable to further regulate single-family home development; and

WHEREAS, public meetings were held before the Planning and Zoning Board of the Town to discuss various options and recommend proposed modifications to the Town's Land Development Regulations; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Code of Ordinances is hereby amended to modify Section 23-1 and Section 23-11, as more fully set forth in the attached Exhibit "A", and by reference are 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, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this ____ day of _____, 2018.

PASSED on Second Reading this ____ day of _____, 2018.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A
Amendments to the Town of Bay Harbor Islands
Zoning and Planning Code – Chapter 23

Sec. 23-1. – Definitions.

For the purposes of this article, certain terms and words are herein defined. Words used in the present tense include the future; the singular number includes the plural, and the plural the singular; the words “used for” include the meaning “designed for”; the word “structure” includes the word “building”; the word “shall” is mandatory and not discretionary; the word lot includes the words “plot” or “tract”.

Open Space: Those areas on a plot that include permeable landscaped materials such as grass, trees, shrubs, ground covers, open earth with mulch or decorative materials, sand and any type of living landscaping. The term shall not include driveways, other paved areas, swimming pools, spas, ponds, walkways, patios and decks, and similar impervious areas. No partial credit shall be allowed for “pervious pavers”. Artificial turf shall not count toward any required open space.

Story means that portion of a building included between the surface of any floor and the surface of the floor next above it; or if there be no floor next above it, then the space between such floor and the ceiling next above it. A basement shall be counted as a story if its ceiling is equal to or greater than four feet above grade.

Sec. 23-11. - Land development regulations.

In all area districts hereinabove set forth and designated, there shall be front, rear and side yard setbacks provided for of not less than the dimensions specified, and other land development standards, as follows, to wit:

(A) RD-Single Family Area:

- (1) Front yard setback (any street frontage including corner lots).

All lots except Kane Concourse frontage: 25 feet.

All lots fronting Kane Concourse: 40 feet.

- (2) Rear yard setbacks (waterfront).

Block 23, Lots 29-95: 40 feet measured from the outside bulkhead wall.

Block 23, Lots 1-28 and Lots 96-104: 25 feet measured from the outside bulkhead wall.

(3) Rear yard setbacks (non-waterfront).

Lots fronting Kane Concourse: Ten feet.

All other lots: 15 feet.

(4) Side yard setbacks (all lots).

All lots: Ten feet.

(5) Notwithstanding the above, as to triangular or otherwise odd-shaped lots, the town shall have the power to adjust the street or front yard setback restrictions in the interest of proper, useful and equitable planning.

(6) Height limits.

a. No building in RD-Single Family area, shall exceed two and one-half stories or 25 feet in height above the base flood elevation (BFE) prescribed by United States, state or county flood control laws or regulations.

b. Notwithstanding the above, roofs with a slope exceeding two and one-half inches per foot may exceed the above height restriction to a maximum height of 35 feet on waterfront properties and a maximum height of 30 feet on non-waterfront properties, provided that the point on the roof at which the slope begins such excess height is no closer to the property lines than as described below:

i. On all lots in the RD-Single Family district: 15 feet from each side property line.

ii. Block 23, Lots 29-95: 45 feet from the outside bulkhead wall, 60 feet from any street.

iii. Block 23, Lots 1-28: 30 feet from the outside bulkhead wall, 55 feet from any street.

iv. Lots facing Kane Concourse: 15 feet from the rear property line, 30 feet from any street.

v. Corner lots in Blocks 30, 31, 33 and 34: 35 feet from any street.

vi. On all other lots in the RD-Single Family district: 40 feet from any street (front) property line, 20 feet from any rear property line.

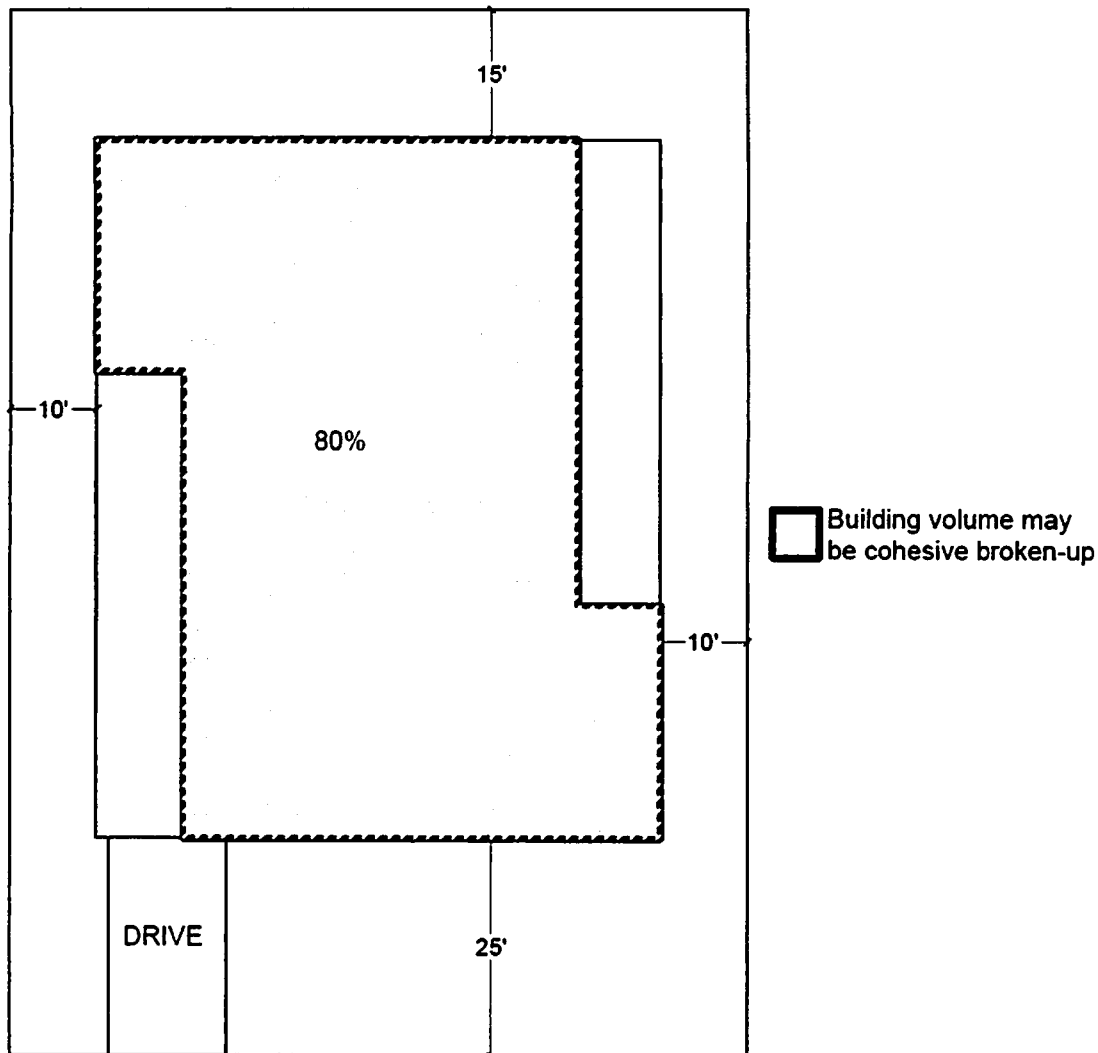
(7) Building Articulation. Architectural embellishments, including but not be limited to, windows, eyebrows, material changes, reliefs, reveals, ornamentation, banding, canopies, copings, etc. must be incorporated into the design to avoid large flat uninterrupted wall surfaces for at least 50% of the length of all elevations of the main house and any accessory structures.

(8) Open Space Requirements.

- a. Each plot shall provide for a minimum of thirty-five (35) percent Open Space at ground level for one-story homes. Each plot shall provide for a minimum of forty (40) percent Open Space at ground level for homes with any portion of the home above one story.
- b. Each plot shall provide for a minimum of fifty (50) percent landscaped "green" pervious open space at ground level in the front yard area. The use of pervious pavers or landscape strips in driveways or walkways shall not be included in the fifty (50) percent landscaping requirement. Within front setback areas sufficient open space and landscaping materials shall be provided to break large expanses of hardscapes, screen parking areas and provide shade.

(9) *Second story building area restrictions.* For residences designed as two-story structures, the second story shall not exceed eighty (80%) percent of the first (ground) floor gross floor area inside exterior walls (air-conditioned / non-air-conditioned areas). The reduced secondary story percentage listed herein may be applied to the first floor, if approved by the Planning and Zoning Board. Notwithstanding the above, the Planning and Zoning Board may allow modifications to this requirement in instances where enhanced architectural articulation and detailing is provided on the exterior house facades to break the massing of the structure.

TOWN OF BAY HARBOR ISLANDS
SINGLE-FAMILY HOME LDRs
Proposed 2nd Story Limitation
Per PZB 7/17/2018



Concept:

The 2nd Story of a Single-Family home shall not exceed 80% of the 1st floor Gross Building Area (all enclosed areas). The building volume can be cohesive or broken-up. The 1st Story and 2nd Story limited Building Areas may be reversed with approval of the PZB.

Waiver:

The PZB may allow modifications to these criteria in instances where enhanced architectural articulation and detailing is provided on the building facades to break the massing of the building facades to break up the massing of the building.

Notes from Planning and Zoning Meeting June 6th, 2018

- 1- Percentage of pervious area required per lot
 - a. Two stories houses must have at least 40%
 - b. One story houses must have at least 35%

Obs.: pervious area is defined herein as permeable landscaped material such as grass, sod, earth, sand or any type of landscape

- 2- 2/3 (66%) of any building above 18' (feet) tall must be recessed in the order of 1:1 on the side setbacks. Hence, 1/3 of the building (33%) side facades- considering the maximum length permitted by the required front and back setbacks- above 18' (feet) tall may be located in the minimum required side yard setback. See examples below from nearby city:

- a. *Golden Beach Sec. 66-69.1. - Zone One (h)*

All residences designed as two-story structures shall be required to increase the side Setbacks along two-thirds of the length of the second story by one foot for each one foot (1:1) of building height above the first 18 feet

Obs 1.: Golden Beach Zone One is along the ocean front where state requires the lower habitable floor to be at 18' above MSL to avoid wave damage.

Obs. 2: Typical 2nd Story at 10'-12' so step back should stand there for 2- story homes. Need flexibility for tall one-story homes.

- 3- A Waiver that allows property owners to go up to 40%, instead of 33% of wall above 18' (feet) to be in alignment with required minimum setback (10 feet from side property line) of any structure above 18' (feet) would be possible if the 40% were divided into, at least two areas and if the following elements were added to the façade:
 - a. Architectural details such as wood casing or wood panels
 - b. Green walls
 - c. Porch
 - d. Eyebrows
 - e. Fenestration

Concept Regulation: Second story additional setbacks. All residences designed as two-story structures shall be required to increase the setbacks along two-thirds of the allowable length of the second story by one foot for each one foot (1:1), study ratio 1:2/ 1:3/ other) of building height above the first 18 feet (should be for 2nd story where it begins – 18' was noted in GB code). Notwithstanding the above, the Planning and Zoning Board may allow the one-third base setback to increase to no more than 40% of the length of the second story, if the building area is broken into at least two (2) subareas, and the following design elements are included, either singularly or in combination, as determined appropriate by the board: enhanced architectural details such as wood casings or panels, bands, reveals, balconies, porches and terraces, roof or other overhangs, eyebrows, undulating building areas, or other building fenestrations.

Figure 1 - 2nd Story Setback 1/3: 2/3
Sides Only

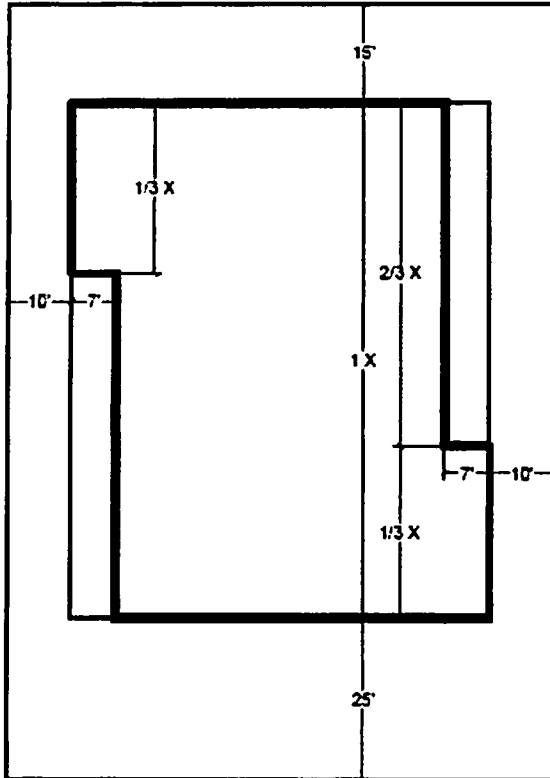


Figure 2 - 2nd Story Setback 40%: 60%
Sides Only

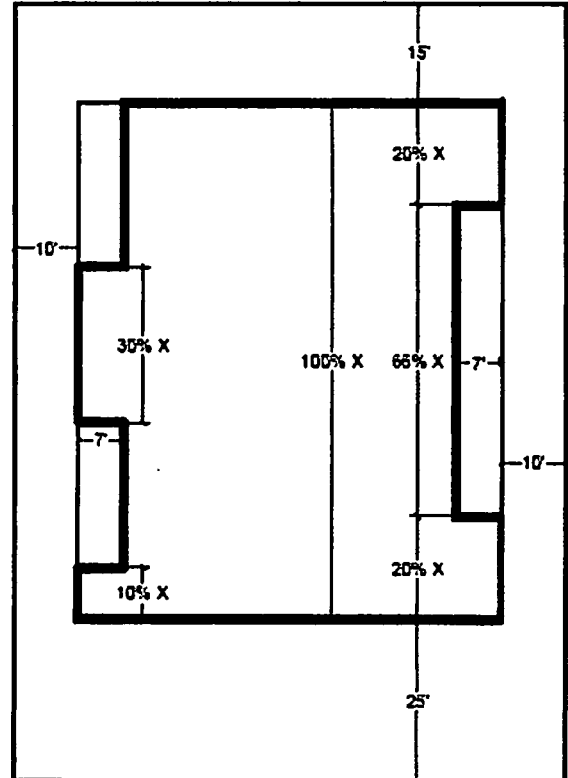


Figure 3 - 2nd Story Setback 1/3: 2/3
All Facades

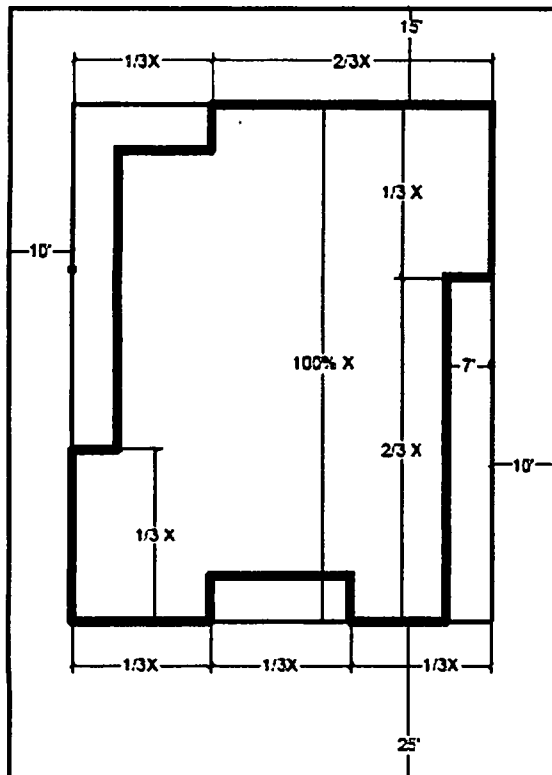
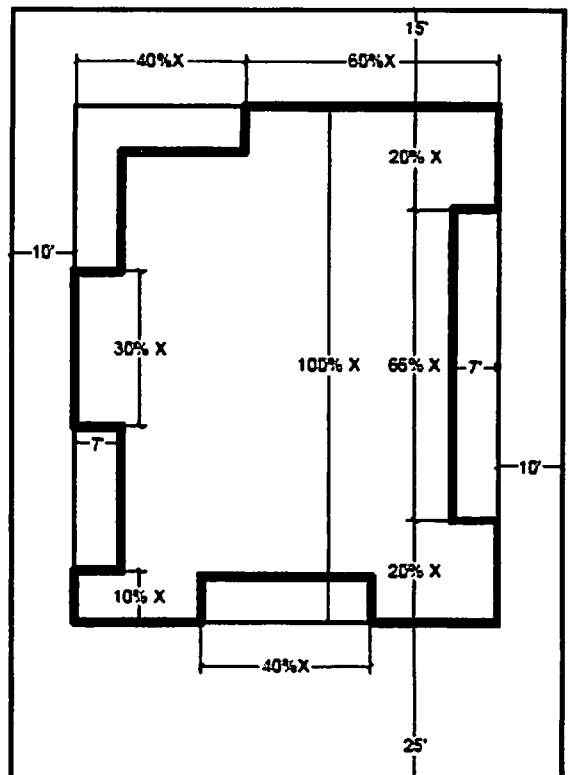


Figure 2 - 2nd Story Setback 40%: 60%
All Facades



The illustrations above depict the proposed regulations. Figure 1 and 2 are for side yards only. Figure 3 and 4 show the regulation applied to all four sides. They are a plan view of two stories house 25 feet height on a regular single-family lot 85' per 120'. The first image shows the side setback with two thirds of the side façade recessed, figure 2 shows the side of the house with the broken recessed area and for that reason, combined with other design elements, it can have less than 2/3 of the recessed requirement. Having 40% of its side façade aligned with the first floor, instead of the initially required 33%. Figure 3 and 4 show the respective regulations applied for Figure 1 and 2 but for the front and back façade as well.

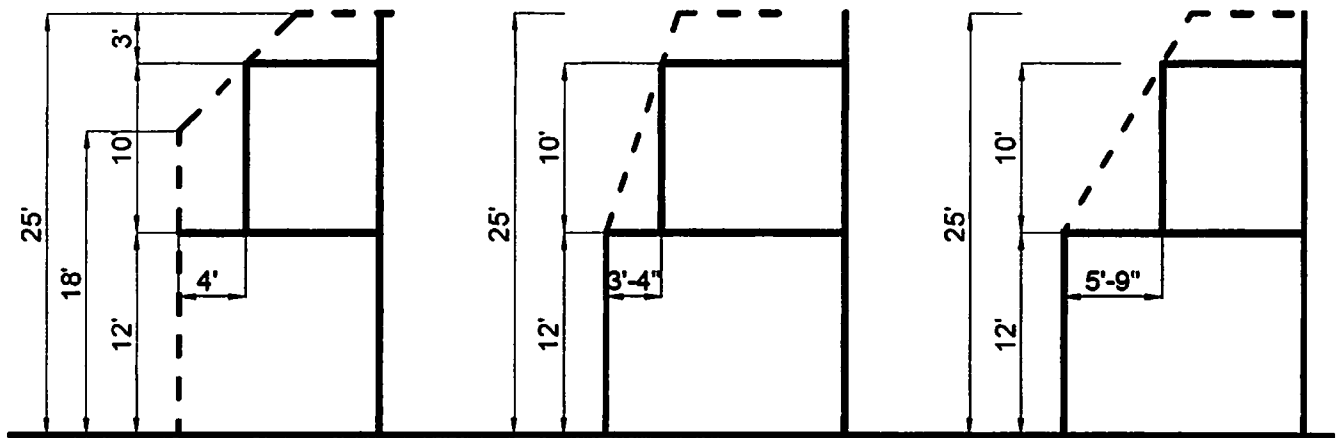


Figure 5 - Option 1

Figure 6- Option 2

Figure 7 - Option 3

In the image above three different regulation options are shown. The first one is that after 18' tall the building must recess in the proportion of 1:1. The second one the building must recess in the scale of 1:3 after 12' height and the third one the building must setback on the scale of 1:2 after 12' height.

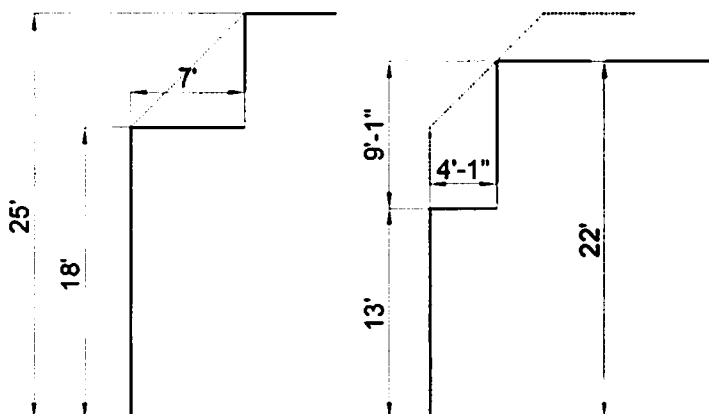


Figure 8

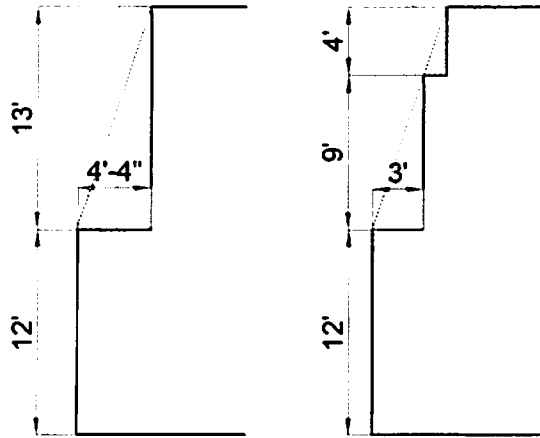


Figure 9

Figure 8 depicts example sections of the side setback of a house following Option 1. In the first section the first floor has a high ceiling of 18 feet and for that reason the second story had to have an extra setback of 7 feet on two thirds of the side setback going full height to 25 feet tall at a 1:1 ratio. The second section on Figure 8 follows the same regulation but because the first floor of the house is 13' tall and the total height of the building is 22 feet the side setback was only 4.1 feet on 2/3 of the building. Figure 9 exemplifies Option 2.

Any of these options will give freedom allow for a lot of creativity to designers and homeowners, while providing a bigger variety of volumes from the street perspective. In the past ten years the base flood elevation has increased, and people are building to the allowed heights and setbacks to maximize the square footage. Although, a good city requires a balance between negative and positive spaces and the proposed regulation intends to balance the new trends without compromising creativity and innovation.

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 12.

ITEM: Approval of an ordinance on **first reading** amending Chapter 20 of the town code relating to utility billing and collections. Enclosed is a copy of the proposed ordinance and a survey of other municipalities that provide utility service.

DESCRIPTION:

This item was deferred at the last meeting by Council Member Reid's request. She requested that a survey be conducted of the surrounding municipalities. Enclosed is a survey prepared by Finance Director Melissa Cruz.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1. 2018.10.11 Ordinance Utilities Fees
2. survey

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 20 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED UTILITIES, BY AMENDING SECTIONS 20-7, 20-11, AND 20-15.1 TO PROVIDE FOR UNIFORM BILLING, PAYMENT, COLLECTION, AND THE FILING OF LIENS IN CONNECTION WITH UTILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high quality and standards and aesthetic beauty contained within the Town;

WHEREAS, the Town is responsible for providing, billing, and collecting certain fees for utilities;

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

Section 1: That Sections 20-7, 20-11, and 20-15.1 of the Town of Bay Harbor Islands Code of Ordinances are hereby amended as 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 upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 2018.

PASSED AND ADOPTED on Second Reading this _____ day of _____
2018.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A

Sec. 20-7. - Same—Billing for Water Services, Sewer Services, and Storm Water Fees; discontinuance of service.

Charges for water service, sewer services (as set forth in Section 20-11, below), and storm water fees (as set forth in Section 20-11.1, below) shall be billed to each ~~owner or owner's agent of the property owner involved~~ monthly. Any payment that is not made within 30 days from the due date shall be assessed a 3% late charge. If full payment, including the late charge, for service is not made within 30 60 days from the due date of the bill, the tTown mManager shall have the authority to discontinue service upon written notice by him to the property owner. or owner's agent. N Written notice shall be sent by certified mail sent five days before and First Class U.S. Mail and shall specify the date that the service is will be discontinued, and the outstanding balance. The outstanding balance shall also include all All costs of notice, including costs of mailing. billing and a lien created thereby. Such water service charges, costs, and late fees shall constitute a tax and shall be a lien against the property for which the water service charges are due and unpaid. The lien will be effective from the due date of the charges and will remain as long as the charges are unpaid. The lien may be recorded in the public records and interest shall accrue at the legal rate set forth in Section 55.03, Florida Statutes. The Town Manager shall have the discretion to enter into installment plans, waive any late fee(s), lien recording fee(s), and accrued interest in connection with any property owner's payment of their outstanding balance. Interest at the rate of nine percent per annum shall be added to the charges from the due date of the charges to payment.

Sec. 20-11. - Same—Payment Billing; discontinuance of service.

The Charges for sewer service charges shall be imposed; billed and noticed, collected, and lienied as set forth in Section 20-7, above. on a calendar monthly basis, and shall become due and payable immediately upon billing for same without discount or further demand, and such Sewer service charges shall constitute a tax and shall be a lien against the property for which the sewer service charges are due and unpaid. The lien will be effective from the due date of the charges and will remain as long as the charges are unpaid.

Sec. 20-15.1. - Billing; discontinuance of service; liens.

- (a) Charges for storm water services shall be billed, noticed, collected, and lienied as set forth in Section 20-7, above. Fees shall be billed to each property owner of each developed property in conjunction with the monthly water bill. Fees shall be due under the same conditions as the water bill. Late charges may be established by the governing body and amended from time to time and applied to fees that are 60 days past the due date.
- (b) Fees and late charges Charges for storm water fees, late fees, mailing fees, and interest shall be debts due and owing the utility and the same shall be recoverable by the town or its assignee on behalf of the utility, in any court of competent jurisdiction.
- (c) Intentionally Deleted. The utility shall establish procedures to notify all property owners, tenants and managers of developed property of delinquent fee accounts.
- (d) All fees and late charges due and owing to the utility which remain unpaid for 60 days past the due date of the fees shall become a lien against and upon the developed property for which the fees are due and owing to the same extent and character as a lien for a special assessment. Charges for storm water fees, late fees, mailing fees, and interest Until fully paid and discharged, said fees and late charges shall remain, and constitute a special assessment lien equal in rank and dignity with the liens of municipal ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles, and claims in, to or against the developed property involved for a period of five years from the date of said fees and late charges, thereupon, become a lien as set forth in this article. Said lien may be enforced and satisfied by the town on behalf of the utility, pursuant to F.S. Ch. 173, as amended from time to time, or by any other method permitted by law. The lien provided

herein shall not be deemed to be in lieu of any other legal remedies for recovery of said fee and late charges available to the town and to the utility.

- (e) ~~For fees which become more than 60 days past due and unpaid, the utility shall cause to be filed in the office of the clerk of the court of Dade County, Florida, a notice of lien or statement showing a legal description of the property against which the lien is claimed, its location by street and number, the name of the owner, and an accurate statement of the fees and late charges then unpaid. A copy of such~~ A notice of lien shall be mailed within a reasonable time to the owner of the property involved as may be known to the town or shown on the tax assessment roll most recently published by Metro-Dade County. No such lien shall be enforceable by the town or the utility unless said notice shall be filed within six months from the date the fees and late charges become a lien as established by this article.
- (f) Liens may be discharged and satisfied by payment to the town, on behalf of the utility, of the aggregate amounts specified in the notice of lien and all filing and recording fees. When any such lien shall be fully paid or discharged, the town shall cause evidence of the satisfaction and discharge to be filed with the clerk of the circuit court of Dade County, Florida.
- (g) ~~Notwithstanding other provisions to the contrary herein, the town, on behalf of the utility, shall have the discretion not to file notices of lien for fees and late charges for sums in the amount less than \$50.00. If the town or the utility elects not to file a notice of lien, said fees and late charges shall remain as debts due and owing in accordance with (b) above.~~

Town of Bay Harbor Islands
 Utility Billing Comparison with other municipalities
 As of 8/20/18

	Town of Bay Harbor Islands (per draft ordinance)	Bal Harbour	Surfside	North Bay Village	Golden Beach	Hallandale Beach
When is a lien placed?	30 days after the due date of the bill	45 days after the due date of the bill	30 days after the date of the bill.	30 days after the date of the bill.	60 days after the due date on the bill	50 days after the date of the bill.
When is shut off performed?	Written notice is given 30 days after due date of bill. Notice will specify shut off date.	Shutoff notice is given 30 days after bill is mailed. Notice will specify shut off date. Shut off date must be no less than 5 business days after notice is mailed.	30 days - Service will be shutoff if payment is not made by the 1st of the second month following the month service was rendered. Shutoff may occur without notice	45 days after the date of the bill. Service shall be discontinued without further notice.	N/A	30 days from date of the bill. Meter is locked and there is a disconnection and reconnection fee.
Late fee charged? If so, when?	3%, charged 30 days after due date.	\$10 late fee, charged on the 20th day of the subsequent month	None	10% late fee, charged 30 days after bill date	10% late fee, charged if payment is not made before the due date of the bill	Yes, charged if payment not received within 20 days from the date of the bill
What % interest is charged?	5.97%* charged on all liens recorded with Miami Dade County	8%	Maximum rate of interest allowed by law charged on all liens	N/A	8%	Accounts over 90 days past due may send the account to a collection agency and collection fee may be added to the balance owed in an amount not to exceed 40% of the amount owed.
Other	Town manager has the discretion to waive any late fees, lien recording fees and accrued interest.	Before service is discontinued, a Village employee (at the direction of the Manager) may attempt to make contact at the customers home or business to advise orally and in writing service will be discontinued unless paid by the following business day.	All accounts shall be settled in person at town hall or by mail	In multifamily buildings, shutoff notices shall be posted at the building entrance.	Golden Beach does not provide water service to residents. The rules above apply to Stormwater fees billed to property owners. Town has the discretion not to file liens for amounts less than \$50.	There are disconnection and tampering fees. For owner accounts over 60 days delinquent = meter removal, base/usage charges will continue to be billed monthly. For tenant accounts over 60 days delinquent = meter removal (if tampered), account finalized and deposit is applied to final bill. For tenant accounts, bills are mailed to both the owner and tenant.

* Rate is the legal rate set by section 55.03, Florida Statutes. Rate listed is as of July 1, 2018

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 13.

ITEM: Approval of an expenditure in the amount of \$32,800 for the cost of Root Pruning around Royal Palms, additional soil, and new plants to upgrade the appearance of Kane Concourse. Enclosed is a copy of the proposal provided by Brightview Landscaping. The expenditure will come from the Causeway Funds.

DESCRIPTION:

Total cost derived from written proposal from BrightView Landscaping Services (attached) using unit contract pricing in the amount of \$29,841.43 and \$2,958.57 (approximately ten percent of proposal cost) for contingency.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This expenditure will be paid by the transfer of funds in the amount of \$32,800 within the Causeway Department from one line-item to another line item to cover the cost.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Melissa Cruz, Finance Director
Juan C Jimenez, Assistant Town Manager
Ronald Wasson, Town Manager

ATTACHMENTS

1. COUNCIL PROPOSAL FOR GIF REMOVAL AND INSTALL OF NEW SOIL AND PLANT MATERIAL 1000 BLK KC SOUTH SIDE 17AUG2018

Proposal for Extra Work at Bay Harbor Islands

Property Name	Bay Harbor Islands	Contact	Doug Armstrong
Property Address	9665 Bay Harbor Terrace Bay Harbor Islands , FL 33154	To	Bay Harbor Islands
		Billing Address	9665 Bay Harbor Terr Bay Harbor Islands , FL 33154

Project Name SOUTH EAST SIDE OF KANE CONCOURSE RENOVATION

Project Description REMOVE DECLINING GREEN ISLANDS BEDS IN SE SIDE OF KC AND REMOVE 12" OF SOIL AND ROOTS.

Scope of Work

- THIS INCLUDES THE DEMO, REMOVAL AND REPLACEMENT OF MOST BEDS IN THE SE SIDE OF KANE CONCOURSE. MOST OF THE BEDS IN THIS SIDE HAVE EXTENSIVE DAMAGE AND DECLINE.
- WE WILL BE REMOVING AROUND 12" OF SOIL AND INSTALLING 70/30 MIX TO PROMOTE ROOT GROWTH.
- INSTALL 475 7H GREEN ISLAND FICUS

QTY	UoM/Size	Material/Description	Unit Price	Total
465.00	EACH	GREEN ISLAND FICUS 7G	\$35.00	\$16,275.00
33.00	EACH	YARD OF 70/30 SAND/PEAT	\$90.00	\$2,970.00
2.00	EACH	EXCAVATOR RENTAL W/ OPERATOR	\$450.00	\$900.00
45.00	EACH	LANDSCAPE LABORER HOURS	\$25.00	\$1,125.00
1.00	EACH	DUMP FEE FOR MATERIAL REMOVED	\$8,571.43	\$8,571.43

For internal use only

SO# 6672612
JOB# 352707140
Service Line 130

Total Price \$29,841.43

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8191 NW 84 St, Medley, FL 33166 ph. (305) 863-0025 fax (305) 863-0255

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 14.

ITEM: Consideration and Approval of a private Transfer of Development Rights (TDR) transaction for two (2) dwelling unit from BH 101, LLC (1155 101 Street) to Congress Driftwood, LLC (9927-9955 E. Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

DESCRIPTION:

On August 1, 2018, the Town Clerk's Office received a Transfer of Development Rights (TDR) application for a private TDR transaction of two (2) dwelling units. The receiving site (Congress Driftwood, LLC) received site plan approval from the Planning & Zoning Board on March 20, 2018 to construct a thirty five (35) unit multi family development.

Donor Site: 1155 101 Street (BH 101, LLC)

Receiving Site: 9927-9955 East Bay Harbor Drive

Number of units to be transfer: 2

Price per unit:\$70,000

All required information was submitted as required by Section 23-22.2 of the Town Code.

Staff recommends that if the Town Council approve for the private TDR Transaction, the Town Attorney prepare a resolution setting forth the Town Council approval and/ or recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. TDR App - 1155 101 St donor
2. Donor - 1155-101 survey - deed
3. Receiver - survey - deed
4. TDR Agreement
5. Code Report - 1155 101 St
6. Bldg. TDR Report

7. MM report - 1155 101 to 9955 EBHD
8. 9955 EBHD - Site Plans



BERCOW RADELL FERNANDEZ & LARKIN

ZONING, LAND USE AND ENVIRONMENTAL LAW

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

VIA EMAIL & HAND DELIVERY

July 13, 2018

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

Re: TDR Application – BH 101, LLC to Congress Driftwood, LLC for Approved Site Plan for the Driftwood Project located at 9927 and 9955 East Bay Harbor Drive, Bay Harbor Islands, FL 33154

Dear Mr. Wasson:

This law firm represents Congress Driftwood, LLC (the “Applicant”), the owner of the lots located at 9927 and 9955 East Bay Harbor Drive, Bay Harbor Islands, FL 33154 (collectively the “Property”). The Property is a vacant, waterfront property located northeast of the intersection of 99 Street and East Bay Harbor Drive. The Property overlooks Indian Creek toward Bal Harbour and is zoned Multiple Family Residential (RM-1) District. The purpose of this letter is to request approval of the Transfer of Development Rights (“TDRs”), through a private transfer, for the approved development on the Property.

The Project. On March 20, 2018, the Planning and Zoning Board (PZB) approved the Applicant’s site plan for a multi-family residential project, entitled “Driftwood,” (the “Project”). See Resolution No. 2084-A. Designed by Stantec Architecture, the Project is a 7-story multi-family residential building on top of a partially depressed parking garage, with 35 units and a roof top pool and recreation area. The Project will provide the required number of parking spaces. The height of the building is consistent with the maximum building height of 75 feet.

TDRs. The Property size provides for 26 dwelling units, which means the Project requires 9 TDRs. The Applicant is diligently working to obtain TDRs from

Ronald J. Wasson, Town Manager

July 13, 2018

Page 2

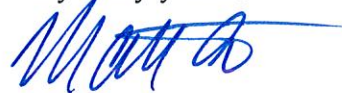
multiple sources, and this is one of three applications for private TDRs. This application is for 2 TDRs via a private contract with BH 101, LLC, from the property located at 1155 101 Street. BH 101, LLC obtained approval for and is developing 12 townhouse units and that property size permits 18 dwelling units. The Applicant is currently finalizing the transfer of the other 7 TDRs through two private TDR contracts and will submit those applications separately.

The Project satisfies the criteria for approval of TDRs. The proposed development plan design fully complies with the minimum standards set forth in the Town's land development regulations and no variances are needed. The design, height and massing, are compatible with the surrounding area, which contains numerous buildings of similar size. The project's density of 45 units/acre where 70 units/acre are allowed is also compatible with the surrounding Medium-High Density Residential land use through the TDR program.

Summary. Driftwood is a beautifully-designed modern project that is compatible with the surrounding development and will be a welcome addition to the area. 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 do not hesitate to phone my direct line at (305) 377-6236.

Very truly yours,



Matthew Amster



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

(For official use only)	
DATE RECEIVED: <u>8/1/18</u>	TDR UNIT COST: \$ <u>70,000.⁰⁰</u>
TDR UNITS REQUESTED <u>2</u>	PROJECT TOTAL UNITS <u>35</u>
APPROVAL DATE: _____	APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Congress Driftwood, LLC.		
Phone (617) 897-7200	e-mail pstratouly@congressgroup.com	Fax ()
Address 33 Arch Street, Suite 1100		
City and State Boston, MA		Zip Code 02110
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Congress Driftwood, LLC.	
Phone (617) 897-7200	e-mail pphilips@congressgroup.com Fax ()
Address 33 Arch Street, Suit 1100	
City and State Boston, MA	Zip Code 02110
Property Address/Location 9927-9955 E. Bay Harbor Drive, Bay Harbor Island, FL 33154	
Legal Description: LOT(S) 19, 20, & 21 BLOCK 4	
Folio Number 13-2227-001-0960 & 13-2227-001-0970	Current Zoning RM-1
Property size .775 acres	Purchase date 2016
Existing use of the property Vacant & multifamily residential	
Describe Existing Structure on Property 4 Dwelling Units, 3,998 sq. ft., (a two-story apartment complex)	
Dwelling units to be received 2	
Total Dwelling units including TDR 35	

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 03/20/2018

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 BH 101, LLC.		
Phone (305) 356-8411	e-mail gkorn@lepoldkorn.com	Fax ()
Address 3930 Max Place		
City and State Boyton Beach, FL		Zip Code 33496
Property Address/Location 1155 101 St., Bay Harbor Islands, FL 33154		
Legal Description: LOT(S) 13 & 14 BLOCK 6		
Folio Number 13-2227-001-1380 & 13-2227-001-1370	Current Zoning RM-1	Year built 2018
Property size .52 acres	Purchase date 2013	
Existing use of the property Multi-family residential development		
Describe Existing Structure on Property 12 townhome units		
Dwelling units to be transferred to TDR Bank 2		
Units permitted 18		

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 Delta Mapping and Surveying, Inc. (Receiver)		
Address 13301 SW 132nd Avenue, Suite 117, Miami, FL 33188		
Phone (786)429-1024	e-mail Deltamapping@gmail.com	Fax (786) 592-1152

Name of Surveyor Suarez Surveying & Mapping Inc. (Donor)		
Address 15190 SW 136 St Suite 20m Miami, FL 33196		
Phone (305)596-1799	e-mail	Fax (305)596-1886

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 _____ 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

Jodi Puder - On behalf of BH101, LLC _____ 7/20/18
Signature of Owner (Applicant) _____ Date

Signature of Owner (Co-Applicant) _____ Date

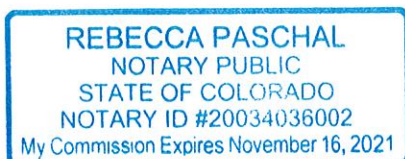
^{R.P.}
STATE OF ~~FLORIDA~~ ^{Colorado}
^{R.P.}
COUNTY OF ~~MIAMI-DADE~~ ^{Pitkin}

The foregoing instrument was acknowledged before me this 20 day of July, 2018,
by Jodi Puder on behalf of
BH101, LLC, a Florida (corporation) (partnership) (Other:
N/A.) He/She is personally known to me or has produced
Florida Driver License (type of identification produced) as identification and did take
an oath.

My Commission Expires: 11.16.2021

Rebecca Paschal
Notary Public, State of ~~Florida~~ ^{Colorado}

Print Name: Rebecca Paschal



RECEIVER SITE

Signature of Owner (Applicant)

7/9/18

Date

Signature of Owner (Co-Applicant)

Date

THE COMMONWEALTH OF MASSACHUSETTS
STATE OF FLORIDA
COUNTY OF MIAMI-DADE SUFFOLK

The foregoing instrument was acknowledged before me this 9th day of July, 20 18,
by Dean F. Strabuly, Principal Executive of Congress MARI Partners LLC * on behalf of
Congress Driftwood LLC, a Florida (corporation) (partnership) (Other:
Delaware limited liability company) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath. Sign on the preceding document and acknowledged to me that he signed
it voluntarily for its stated purpose as aforesaid.

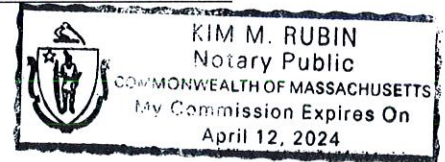
My Commission Expires: April 12, 2024

Notary Public, State of Florida

* manager of Congress MARI
Bay Harbor Holdings LLC,
manager of Congress Bay Harbor
Holdings LLC, sole member

Print Name: KIM M. RUBIN

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: _____

RESOLUTION NO. 2145- 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 DRIFTWOOD PROJECT LOCATED AT 9955 EAST BAY HARBOR DRIVE.

WHEREAS, on November 27, 2017, Congress Driftwood, LLC (hereinafter the "Applicant"), filed an initial application for site plan approval. On February 22, 2018, Applicant submitted a revised site plan for a thirty-five (35) unit condominium building consisting of one (1) level of basement parking and seven (7) stories of habitable units thereupon located at 9955-9927 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20 and 21 of Block 4, "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 "Project" or "Site Plan"); and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Sections 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances (hereinafter the "Code"); and

WHEREAS, on March 20, 2018 the Town's Planning and Zoning Board approved the Site Plan, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) 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 of 5-23.1 and 23-11(B1)(6) of the Code and approves the Site Plan submitted February 22, 2018, 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 submitted on February 22, 2018. Any modifications thereto shall require approval from staff and/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. The Project is required to obtain nine (9) 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.
- E. Applicant shall submit final working plans within 365 days after the Effective date of this Resolution, unless extended by the Town Manager, or his or her 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 or her 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 adjoining the Project shall be relocated underground during the redevelopment of the site or infrastructure necessary for the Project to connect to the undergrounding of the utility service facilities, at the sole expense of the Applicant, pursuant to Section 18-22 of the Code.
- G. A Unity of Title acceptable in form by the Town Attorney is required to be recorded to legally combine the three (3) lots. Proof of recording the Unity of Title is required prior to the issuance of Building Permits.
- H. Applicant shall comply with the exterior lighting requirements of the Code, including Section 10-1.
- I. No coconut palms shall be planted on the roof level. Rather, palm trees with no fruit shall be planted.
- J. The Applicant shall dedicate an easement to the Town for the drainage pipe, the width of such drain pipe shall be approved by the Town Engineer.
- K. All transformers, backflow preventers, and exposed facilities shall be screened and hidden with landscaping and painted fences to match.

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 20th day of March, 2018.

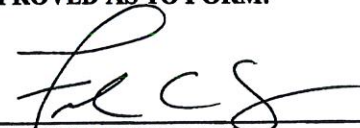
**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

By: 
**STEVEN HURWITZ
CHAIR PERSON**

ATTEST:


**MARLENE M. SIEGEL
TOWN CLERK**

APPROVED AS TO FORM:


**FRANK C. SIMONE, ESQ.,
ASSISTANT TOWN ATTORNEY**

DONOR

Prepared by:
Richard Wasserstein
Attorney at Law
Closings.com, Inc.,
1124 Kane Concourse (96th Street)
Bay Harbor Islands, FL 33154
305-861-8000
File Number: 12-00438
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 22nd day of February, 2013 between **Waterstone Capital 101, LLC**, a Florida limited liability company whose post office address is **1124 Kane Concourse, Bay Harbor Islands, FL 33154**, grantor, and **BH 101, LLC**, a Florida limited liability company whose post office address is **3930 Max Place, Boynton Beach, FL 33436**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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:

Lots 13 and 14, of 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.

Parcel Identification Number: 13-2227-001-1380 and 13-2227-001-1370

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2012**.

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:

Claudia Bernal
Witness Name: Claudia Bernal

Carmin Polina
Witness Name: Carmin Polina

Waterstone Capital 101, LLC, a Florida limited liability company

By: [Signature]
Richard Waserstein, Sole Manager and Member

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 22nd day of February, 2013 by Richard Waserstein, Sole Manager and Member of Waterstone Capital 101, LLC, a Florida limited liability company, on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

Claudia Bernal
Notary Public

Printed Name: Claudia Bernal

My Commission Expires: _____

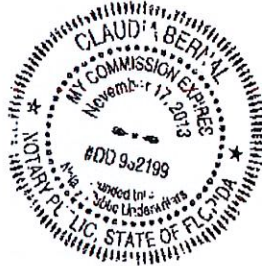


Exhibit "A"

PERMITTED EXCEPTIONS

1. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
2. All matters contained on the Plat of Bay Harbor Islands, recorded in Plat Book 46, Page 5, of the Public Records of Dade County, Florida.

CFN: 20160311182 BOOK 30090 PAGE 4453
DATE: 05/26/2016 11:19:12 AM
DEED DOC 7,383.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0010

WARRANTY DEED

THIS INDENTURE, made this 17th day of May, 2016, by Thomas J. Telesco and Lyn M. Telesco, husband and wife, whose mailing address is 9925 East Bay Harbor Drive, Bay Harbor Islands, FL 33154, ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "**Property**") described as follows:

Condominium Unit 9919 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "**Permitted Exceptions**"):

1. Taxes and assessments for the year 2016 and all subsequent years;
and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

MIADOCs 12729232 1 39354.0008

CFN: 20160311182 BOOK 30050 PAGE 4454

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Print Name: WADE D JONES

Print Name: WUB OBRADA

Print Name: WADE D JONES

Print Name: WUB OBRADA

GRANTOR:

Thomas J. Telesco
THOMAS J. TELESKO

Lyn M. Telesco
LYN M. TELESKO

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

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas J. Telesco and Lyn M. Telesco, who (X) are personally known to me.

Samir Morales
Notary Public, State of Florida
Name: Samir Morales
(affix notary seal)



MIADOCs 12729232 1 39354.0008

2

CFN: 20160311182 BOOK 30090 PAGE 4455

EXHIBIT "A"**Permitted Exceptions**

1. Easement for utilities reserved in Declaration of Restrictions, recorded May 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCs 12729232 | 39354.0008

CFN: 20160311182 BOOK 30090 PAGE 4456

This Instrument Prepared by and Return to:

J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 17th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following units in the Condominium from Thomas J. Telesco and Lyn M. Telesco (collectively, "Seller"), with such units more particularly described below (collectively, the "Acquisition"):

Condominium Units 9919 and 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCS 12367584 1

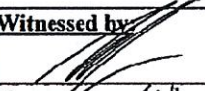
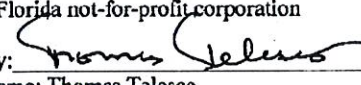
CFN: 20160311182 BOOK 30090 PAGE 4457

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

Witnessed by:  Name: <u>Wade D. Jones</u>  Name: <u>Thomas Telesco</u>	ASSOCIATION: THE MAINE VILLAS, a Florida not-for-profit corporation By:  Name: Thomas Telesco Title: Director and Treasurer
---	---

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

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas Telesco, as Director and Treasurer of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He is (X) personally known to me or () has presented Florida Driver's License, as identification.


 Name: Jennifer Morales
 Notary Public, State of Florida
 Commission No. FF 77775
 My Commission Expires: 12/10/17



MIADOCS 12367584 1

- 2 -

CFN: 20160311183 BOOK 30090 PAGE 4458
DATE: 05/26/2016 11:19:12 AM
DEED DOC 6,183.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0020

WARRANTY DEED

THIS INDENTURE, made this 23 day of May, 2016, by Elie William Bardawil, a married man, whose mailing address is 19440 East Lake Drive, Miami Lakes, Florida 33015-2216 ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "**Property**") described as follows:

Condominium Unit 9921 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "**Permitted Exceptions**"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Elie William Bardawil represents and warrants that the property described herein is not and has never been his place of residence, nor is it or has it ever been contiguous thereto and therefore is not homestead property according to Florida Law. Elie William Bardawil homestead address is: 19440 East Lake Drive, Miami Lakes, FL 33015-2216.

CFN: 20160311183 BOOK 30090 PAGE 4459

Together with any and all structures, improvements and fixtures thereon or therein;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

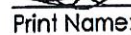
Signed, sealed and delivered
in our presence:

GRANTOR:


Print Name: IRA R. SHAPIRO

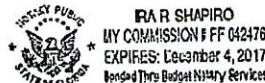
Print Name: Pamela J. Casquilla


ELIE WILLIAM BARDAWIL


Print Name: IRA R. SHAPIRO

Print Name: Pamela J. Casquilla

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

The foregoing instrument was acknowledged before me this 23 day of May, 2016 by Elie William Bardawil, who () is personally known to me or (he) has produced driver's license as identification.




Notary Public, State of Florida
Name: IRA R. SHAPIRO
(affix notary seal)

MIADOCs 12729264 1 39354.0008

CFN: 20160311183 BOOK 30090 PAGE 4460

EXHIBIT "A"**Permitted Exceptions**

1. Easement for utilities reserved in Declaration of Restrictions, recorded April 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCS 12729264 1 39354.0008

CFN: 20160311183 BOOK 30090 PAGE 4461

This Instrument Prepared by and Return to:

J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 24th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following unit in the Condominium from Elie William Bardawil ("Seller"), with such unit more particularly described below (collectively, the "Acquisition"):

Condominium Unit 9921 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

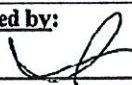
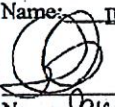
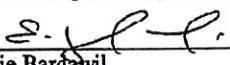
MIADOCS 12370627 1

CFN: 20160311183 BOOK 30090 PAGE 4462

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

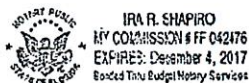
2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

Witnessed by:  Name: <u>IRA R. SHAPIRO</u>  Name: <u>Pamela A. Casquillo</u>	ASSOCIATION: THE MAINE VILLAS, a Florida not-for-profit corporation By:  Name: Elie Bardawil Title: Director
---	--

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

The foregoing instrument was acknowledged before me this ____ day of May, 2016 by Elie Bardawil, as Director of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He is () personally known to me or (☒) has presented Florida Driver's License, as identification.




 Name: IRA R. SHAPIRO
 Notary Public, State of Florida
 Commission No. _____
 My Commission Expires: _____

- 2 -

MIADOCs 12370627 I

CFN: 20160311184 BOOK 30090 PAGE 4463
DATE: 05/26/2016 11:19:12 AM
DEED DOC 6,183.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0030

WARRANTY DEED

THIS INDENTURE, made this 19 day of April, 2016, by P. Joseph Parent and Shirley M. Parent, husband and wife, whose mailing address is 18 Ivy St., Portland, Maine 04102 ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9923 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

MIADOCs 12729320 1 39354.0008

CFN: 20160311184 BOOK 30090 PAGE 4464

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
In our presence:

GRANTOR:

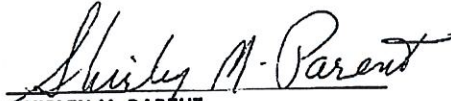

Print Name: Pamela J. Casquilla

husband
Print Name: Gustavo Girard


Print Name: Pamela J. Casquilla

husband
Print Name: Cristina Girard


P. JOSEPH PARENT


SHIRLEY M. PARENT

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

The foregoing instrument was acknowledged before me this 19th April, 2016 day of P. Joseph Parent and Shirley M. Parent, husband and wife, 2016, by _____, who () is personally known to me or ☒ has produced a driver's license as identification.



Notary Public, State of Florida
Name: Pamela J. Casquilla
(affix notary seal)



CFN: 20160311184 BOOK 30090 PAGE 4465

EXHIBIT "A"**Permitted Exceptions**

1. Easement for utilities reserved in Declaration of Restrictions, recorded April 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCS 12729320 1 39354.0008

CFN: 20160311184 BOOK 30090 PAGE 4466

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 24th day of April, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following unit in the Condominium from P. Joseph Parent and Shirley M. Parent (collectively, "Seller"), with such unit more particularly described below (collectively, the "Acquisition"):

Condominium Unit 9923 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCs 12370694 1

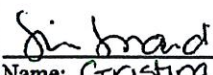
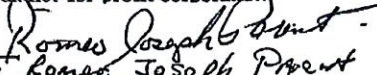
CFN: 20160311184 BOOK 30090 PAGE 4467

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

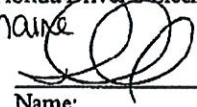
2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

Witnessed by:  Name: <u>Pamela J. Casquilla</u>  Name: <u>Cristina Girard</u>	ASSOCIATION: THE MAINE VILLAS, a Florida not-for-profit corporation By:  Name: <u>Romeo Joseph Parent</u> Title: <u>President</u>
---	---

STATE OF Florida)
 COUNTY OF Miami-Dade) ss:

The foregoing instrument was acknowledged before me this 19 day of April, 2016 by Romeo Joseph Parent, as President of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is () personally known to me or (☒) has presented Florida Driver's License, as identification.

maire


Name: _____
 Notary Public, State of Florida
 Commission No. _____
 My Commission Expires: _____



MIADOCs 12370694 1

- 2 -

CFN: 20160311186 BOOK 30090 PAGE 4470
DATE: 05/26/2016 11:19:12 AM
DEED DOC 4,983.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0040

WARRANTY DEED

THIS INDENTURE, made this 17th day of May, 2016, by Thomas J. Telesco and Lyn M. Telesco, husband and wife, whose mailing address is 9925 East Bay Harbor Drive, Bay Harbor Islands, FL 33154 ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

MIADOCS 12729510 | 39354.0003

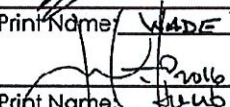
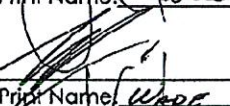
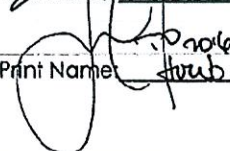
CFN: 20160311186 BOOK 30090 PAGE 4471

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

X 
Print Name: WADE D JONES

Print Name: SHUB CANTAYA
X 
Print Name: WADE D JONES

Print Name: SHUB CANTAYA

GRANTOR:


THOMAS J. TELESKO


LYN M. TELESKO

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

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas J. Telesco and Lyn M. Telesco, who () are personally known to me.


Notary Public, State of Florida
Name: Jennifer Morales
(affix notary seal)



MIADOCs 12729510 1 39354.0008

2

CFN: 20160311186 BOOK 30090 PAGE 4472

EXHIBIT "A"**Permitted Exceptions**

1. Easement for utilities reserved in Declaration of Restrictions, recorded May 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCs 12729510 1 39354.0008

CFN: 20160311186 BOOK 30090 PAGE 4473

This Instrument Prepared by and Return to:

J. Donald Wasi, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 17th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following units in the Condominium from Thomas J. Telesco and Lyn M. Telesco (collectively, "Seller"), with such units more particularly described below (collectively, the "Acquisition"):

Condominium Units 9919 and 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCS 12367584 1

CFN: 20160311188 BOOK 30090 PAGE 4477
DATE: 05/26/2016 11:19:12 AM
DEED DOC 6,183.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shuits & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0050

WARRANTY DEED

THIS INDENTURE, made this 23 day of May, 2016, by Arlene G. McIntosh, as Trustee of the Arlene G. McIntosh Trust dated December 24, 2002, whose mailing address is 3530 Mystic Pointe Drive, # 101 ** ("Grantor"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Grantee").

**Aventura, Florida 33180

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9927 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

<https://www2.miami-dadeclerk.com/officialrecords/PrintDocument.aspx?QS=YaoUfOzxyr1...> 7/7/2016

CFN: 20160311188 BOOK 30090 PAGE 4479

EXHIBIT "A"**Permitted Exceptions**

- I. Easement for utilities reserved in Declaration of Restrictions, recorded April 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCs 12729523 | 39354.0008

CFN: 20160311188 BOOK 30090 PAGE 4480

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 24 day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of CONGRESS DRIFTWOOD LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following unit in the Condominium from Arlene G. McIntosh, as Trustee of the Arlene G. McIntosh Trust dated December 24, 2002 (collectively, "Seller"), with such unit more particularly described below (collectively, the "Acquisition"):

Condominium Unit 9927 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCS 12370670 1

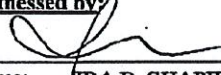
CFN: 20160311188 BOOK 30090 PAGE 4481

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

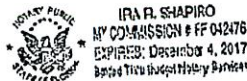
2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

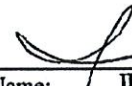
IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

<u>Witnessed by:</u>  Name: <u>IRA R. SHAPIRO</u>  Name: <u>Pamela J. Orsullo</u>	<u>ASSOCIATION:</u> THE MAINE VILLAS, a Florida not-for-profit corporation By:  Name: <u>ARLENE MCINTOSH</u> Title: <u>Director, Vice President and Secretary</u>
---	---

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

The foregoing instrument was acknowledged before me this ____ day of May, 2016 by Arlene McIntosh, as Director, V.P. & Secretary of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. She is () personally known to me or (☒) has presented Florida Driver's License, as identification.





Name: IRA R. SHAPIRO
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

MIADOCs 123706701

- 2 -

MAP OF BOUNDARY SURVEY



NORTH
SCALE: 1"=20'

LEGEND

ABBREVIATIONS:

A = ARC DISTANCE
AVC = AIR CONDITIONER PAD
BCR = BROWARD COUNTY RECORDS
BLDG= BUILDING
BM = BENCH MARK
BOB = BASIS OF BEARINGS
CBS = CONCRETE BLOCK & STUCCO
(C) = CALCULATED
C = CHORD
CB = CATCH BASIN
CHB = CHORD BEARING
C&G = CURB & GUTTER
CLF = CHAIN LINK FENCE
COL = COLUMN
CONC = CONCRETE
DE = DRAINAGE EASEMENT
DME = DRAINAGE & MAINTENANCE EASEMENT
DW = DRIVE-WAY
EB = ELECTRIC BOX
ENC = ENCROACHMENT
EW = EDGE OF WATER
FDH = FOUND DRILL HOLE
FF = FINISHED FLOOR ELEVATION
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FN = FOUND NAIL (NO ID)
FND = FOUND NAIL & DISK
FPL = FLORIDA POWER & LIGHT TRANSFORMER PAD
LE = LANDSCAPE EASEMENT
LME = LAKE MAINTENANCE EASEMENT
(M) = MEASURED
MDCR=MIAMI-DADE COUNTY RECORDS
MH = MAN HOLE
ML = MONUMENT LINE
O/S = OFF-SET
(P) = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PE = POOL EQUIPMENT PAD
PG = PAGE
PI = POINT OF INTERSECTION
PL = PLANTER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT

SYMBOLS:

 = TELEPHONE RUBER
 = CABLE TV RUBER
 = WATER METER
 = CENTER LINE
 = CENTRAL ANGLE
 (NOT) = ORIGINAL LOT DISTANCE
 = UTILITY POLE
 = GOMG POLE
 = CATCH BASIN
 = IRON FENCE
 = WOOD FENCE
 = CHAIN LINK FENCE
 = OVERHEAD UTILITY WIRE
 = LIMITED ACCESS RIGHT-OF-WAY LINE
 = BOUNDARY LINE
 = BACKFLOW PREVENTER

SURFACES:

			
ASPHALT	CONCRETE	PAVERS	BUILDING
			
TILES	WOOD	COVER	

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTE.

**AUTHENTIC COPIES OF THIS
SURVEY SHALL BEAR THE
ORIGINAL SIGNATURE AND
RAISED SEAL OF THE
ATTESTING REGISTERED
SURVEYOR AND MAPPER**

Juan A. Suarez
Digitally signed by Juan A. Suarez
DN: cn=Juan A. Suarez,
o=Suarez Surveying and Mapping Inc.,
ou=Professional Surveyors and Mapper Lic. 6220
email=suarezjuv@gmail.com,
c=US
Date: 2017.04.20 11:20:32
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC # 6220

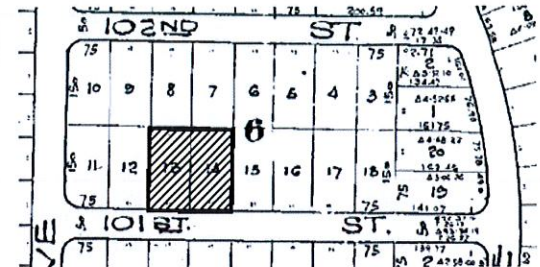


CERTIFICATE OF AUTHORIZATION # LB-7104

suarez surveying & mapping, inc.
15190 SW 136th Street, Suite 20, Miami, Florida 33196
Tel: 305.598.1799 Fax: 305.598.1888
www.suarezsurveying.com

PLAT IMAGE:

NOT TO SCALE

**PROPERTY ADDRESS:**

1155-1165 101 STREET, BAY HARBOR ISLANDS, FL

LEGAL DESCRIPTION:

LOTS 13 AND 14, 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.

FLOOD ZONE INFORMATION:

BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY
MANAGEMENT AGENCY REVISED ON 09/11/09 AND INDEX MAP REVISED ON
09/11/09 THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF
SURVEY IS WITHIN ZONE AE BASE FLOOD ELEVATION 8 COMMUNITY NAME &
NUMBER TOWN OF HARBOR ISLANDS 120637 MAP & PANEL NUMBER 12086C0144
SUFFIX L

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(ES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
5. 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.
6. ACCURACY OF ELEVATIONS SHOWN HEREON HAVE BEEN MEASURED TO A HORIZONTAL AND VERTICAL POSITION OF 0.07 HUNDREDTH OF A FOOT.
7. IMPROVEMENTS SHOWN HAVE BEEN MEASURED TO THE NEAREST 10TH OF A FOOT. TIES SHOWN HAVE BEEN MEASURED TO THE NEAREST 100TH OF A FOOT.
8. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED L&J 7104.
9. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY CLIENT OR ITS REPRESENTATIVE.
10. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN, THE CENTERLINE OF 101 STREET HAS BEEN ASSIGNED A BEARING OF S 86°56'28" W.
11. TYPE OF SURVEY: BOUNDARY SURVEY

CERTIFIED TO:

BH 101 LLC

REVISION(S):

DATE OF SURVEY :
04/17/2017
JOB #: 170425217
FILE #: C-?
PROJECT NAME:
101 BAY HARBOR
CAD FILE(P): 101 BAY
PARTY CHIEF:
LAZARO
SHEET 1 OF 1

Prepared by and return to:
Rosemarie Bacallao, Esq.

Fromberg, Perlow & Kornik, P.A.
20295 N.E. 29 Place Suite 200
Aventura, FL 33180
305-933-2000
File Number: 7864.023
Will Call No.:

RECEIVER

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 25th day of January, 2016 between Bruder Enterprises, Inc., a Florida corporation whose post office address is 9601 Collins Avenue, Unit 1206, Bal Harbour, FL 33154, grantor, and Congress Driftwood LLC, a Delaware limited liability company whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Lots 19 and 20, Block 4, Bay Harbor Island, according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida

Parcel Identification Number: 13 2227 001 0960

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, specifically including, the matters listed in Exhibit "A", attached hereto and incorporated herein by this reference (the "Permitted Exceptions"), however this shall not serve to reimpose same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except the Permitted Exceptions.

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: Rosemarie Bocallao

Bruder Enterprises, Inc., a Florida corporation

By: Genia Bruder
Genia Bruder, President

(Corporate Seal)

Witness Name: Stephanie Bruder

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 25th day of January, 2016 by Genia Bruder, President of Bruder Enterprises, Inc., a Florida corporation, on behalf of the corporation. She ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Rosemarie Bocallao

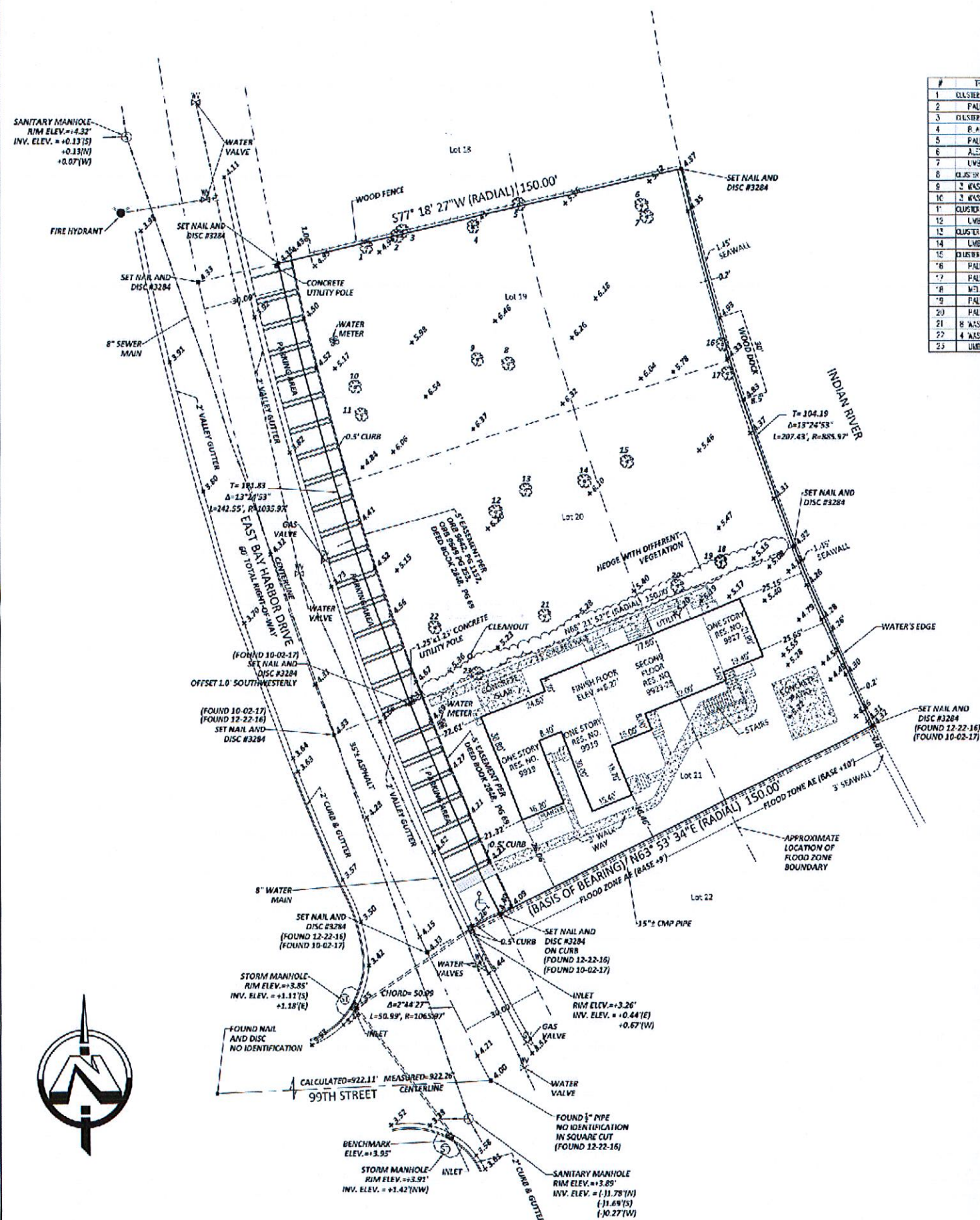
My Commission Expires: _____



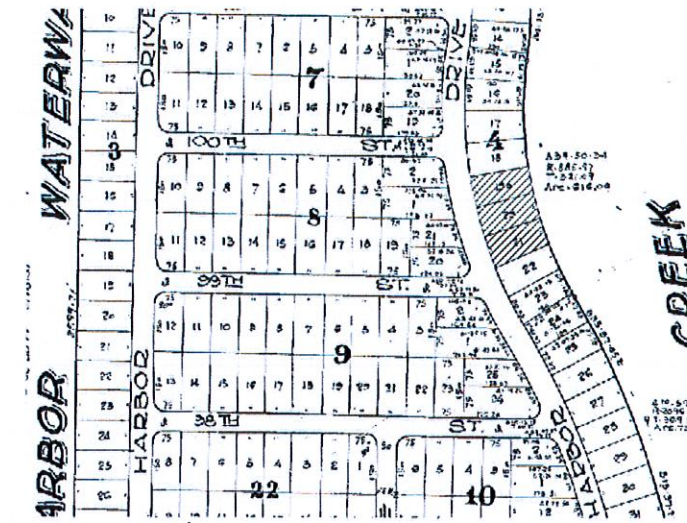
ROSEMARIE BOCALLAO
MY COMMISSION # FF 006200
EXPIRES: January 26, 2018
Bonded Ptn. Budget Notary Services

BOUNDARY SURVEY

RECEIVER



#	TREE NAME	SCIENTIFIC NAME	DATE	HEIGHT	SPREAD
1	CLUSTER B ALEXANDRA PALM	ARCHONIA ALEXANDRA	4	25	7
2	PALMETTO PALM	SABAL PALMETTO	12	25	15
3	CLUSTER B ALEXANDRA PALM	ARCHONIA ALEXANDRA	4	25	7
4	BACK CLIVE	EUCALYPTUS	26	40	40
5	PALMETTO PALM	SABAL PALMETTO	12	25	15
6	ALEXANDRA PALM	ARCHONIA ALEXANDRA	4	25	7
7	LIVORELLA PALM	CYPRIUS ALTERNIFOLIUS	30	30	30
8	CLUSTER B ALEXANDRA PALM	ARCHONIA ALEXANDRA	4	25	7
9	WASHINGTONIA PALM	WASHINGTONIA ROBUSTA	6	20	7
10	WASHINGTONIA PALM	WASHINGTONIA ROBUSTA	6	20	7
11	CLUSTER B ALEXANDRA PALM	ARCHONIA ALEXANDRA	4	25	7
12	LIVORELLA PALM	CYPRIUS ALTERNIFOLIUS	30	30	30
13	CLUSTER B ALEXANDRA PALM	ARCHONIA ALEXANDRA	4	25	7
14	LIVORELLA PALM	CYPRIUS ALTERNIFOLIUS	30	30	30
15	CLUSTER B ALEXANDRA PALM	ARCHONIA ALEXANDRA	4	25	7
16	PALMETTO PALM	SABAL PALMETTO	10	6	5
17	PALMETTO PALM	SABAL PALMETTO	10	6	5
18	WILLOW	WILLOW	25	30	15
19	PALMETTO PALM	SABAL PALMETTO	8	6	15
20	PALMETTO PALM	SABAL PALMETTO	8	6	15
21	WASHINGTONIA PALM	WASHINGTONIA ROBUSTA	6	20	7
22	WASHINGTONIA PALM	WASHINGTONIA ROBUSTA	6	20	7
23	LIVORELLA PALM	CYPRIUS ALTERNIFOLIUS	25	25	30



LOCATION SKETCH: NOT TO SCALE

LEGAL DESCRIPTION: Lots 19 and 20, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46 of Page 5, of the Public Records of Miami-Dade County, Florida. (folio no. 13-2227-001-0960)

TOGETHER WITH:

Lot 21, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, of Page 5, of the Public Records of Miami-Dade County, Florida. (folio no. 13-2227-001-0970)

SURVEY FOR: CONGRESS DRIFTWOOD, LLC
8927-8955 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

I HEREBY CERTIFY: That the BOUNDARY SURVEY of the above captioned property was completed under my supervision and/or direction, to the best of my knowledge and belief. This survey meets or exceeds the Standards of Practice set forth by the Florida Board of Land Surveyors in Chapter 51-17 Florida Administrative Code. Pursuant to Section 472.027, Florida Statutes.

DELTA MAPPING AND SURVEYING, INC.
13301 SW 132ND AVENUE, SUITE 117
MIAMI, FLORIDA 33186

DELTA MAPPING AND SURVEYING, INC.
WALDO F. PAEZ DATE SIGNED: 10-02-2017
PROFESSIONAL SURVEYOR AND MAPPER, NO. 8284
STATE OF FLORIDA

CERTIFICATE OF AUTHORIZATION
L.R. NO. 7950
STATE OF FLORIDA

786-429-1024
FAX: 786-592-1152

- 1) FLOOD ZONE: AE BASE: +10' PANEL NO. 13086C0144
- 2) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
- 3) EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING PROPERTY
- 4) 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
- 5) LOCATION AND IDENTIFICATION OF UTILITIES, IF ANY ARE SHOWN IN ACCORDANCE WITH RECORDED PLAT OWNERSHIP IS SUBJECT TO OPINION OF TITLE
- 6) TYPE OF SURVEY: BOUNDARY SURVEY
- 7) THE HEREIN CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE SHOWN LEGAL DESCRIPTION: PROVIDED BY CLIENT
- 8) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID AND FOR REFERENCE ONLY, UNLESS SIGNED AND SEALED WITH THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 9) THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTIES
- 10) UNDETERMINED UTILITIES ARE NOT DEPICTED HEREON, CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.
- 11) THE SURVEYOR OF RECORD DOES NOT DETERMINE OWNERSHIP OF FENCES. MEASUREMENTS SHOWN HEREON DEPICT PHYSICAL LOCATION OF FENCE
- 12) ACCURACY: THE EXPECTED USE OF LAND AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (SI-17 FAC), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THE TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT
- 13) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
- 14) NO ATTEMPT HAS BEEN MADE TO LOCATE ANY FOUNDATION BENEATH THE SURFACE OF THE GROUND.
- 15) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.
- 16) 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

IF ELEVATIONS ARE SHOWN, THEY ARE BASED ON A CLOSED LEVEL LOOP USING THIRD ORDER PROCEDURE AND ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
+0.0 DENOTES EXISTING ELEVATION
ELEVATION REFERS TO THE NATIONAL GEODETIC VERTICAL DATUM OF MEAN SEA LEVEL OF 1929
BENCHMARK: S-243 ELEVATION: +11.77'
LOCATOR INDEX: 2225

BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF NORTH 63 DEGREES 53 MINUTES EAST FOR THE SOUTHERLY LINE OF LOT 21

FIELD SURVEY DATE: 9-29-17 SCALE: 1" = 20'
DRAWING DATE: 10-2-17 FB: SKETCH DRAWING NO.: 17-0802

BOUNDARY SURVEY

Delta Mapping and Surveying, Inc.
13301 SW 132ND AVENUE, SUITE 117 MIAMI FL 33186
PHONE: (786) 429-1024 E-MAIL: DELTAMAPPING@GMAIL.COM

Surveyors,
Land Planners
& Mappers

REVISIONS	DATE	SCALE	DRAWN BY	DRAWING NO.	SHEET NO.
1	10-02-2017	1" = 20'	M.G.	07-0402	1 OF 1

SEAL

**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 15th day of March 2017 (the "Effective Date") by and between **CONGRESS DRIFTWOOD LLC**, a Delaware limited liability company with an address c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Purchaser"), and **BH 101, LLC**, a Florida limited liability company with an address of 3930 Max Place, Boynton Beach, FL 33496 ("Seller").

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").

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").

C. Seller has agreed to sell to Purchaser six (6) transferable development rights ("TDRs") appurtenant to the Seller Property, which TDRs exist in accordance with the zoning laws and ordinances (collectively the "Laws") in effect in the Town of Bay Harbor Islands (the "Town"), State of Florida, 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 Purchaser to Seller, the receipt, sufficiency and adequacy of which is hereby acknowledged, Seller and Purchaser, 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 \$420,000.00 (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 \$70,000.00 (the "Per TDR Purchase Price"); (ii) the Seller Property having 6 TDRs that can be conveyed and transferred from the Property in accordance with the Laws; and (iii) Seller having the right, in accordance with the Laws, to convey and transfer 6 TDRs from the Seller Property to the Property. If the number of TDRs that can be conveyed and transferred from the Seller Property to the Property in accordance with the Laws is greater or less than 6 TDRs, then the Purchase Price shall be adjusted up or down based on the actual number of TDRs that can be conveyed and transferred from the Seller Property to the Property in accordance with the Laws multiplied by the Per TDR Purchase Price; it being the intention of the Parties that Purchaser be obligated to only pay for the TDRs that can actually

be conveyed and transferred from the Seller Property to the Property in accordance with the Laws.

(b) Purchaser shall deliver to Shutts & Bowen LLP ("Escrow Agent"), within three (3) business days after the Effective Date, a "Deposit" in the amount of \$42,000.00 to be held in escrow by the Escrow Agent. The Escrow Agent shall hold and disburse the Deposit 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. INTENTIONALLY DELETED.

6. Representations, Warranties, Covenants and Agreements of Seller.

Seller hereby represents, warrants, covenants, agrees and states to and with Purchaser as follows:

(a) Seller has good and marketable fee simple title to the TDRs, free and clear of all liens and encumbrances, and has not previously sold, transferred, conveyed or encumbered the TDRs.

(b) Seller has the full right, power and authority to enter into and perform under this Agreement and to consummate the transaction contemplated herein. Other than obtaining the TDR Approval (hereinafter defined) from the Town, 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 in connection herewith; or (ii) perform any of its obligations under this Agreement or under any other 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) provided the TDR Approval has been obtained, 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) 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 and as long as this Agreement remains in effect, 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.

7. 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 or 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 of 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 or 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.

8. 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 all applications, petitions and other documents, agreements and/or instruments (any of the foregoing being referred to herein as an "Approval Submittal") necessary or desirable to obtain the Town's approval, as evidenced by a final non-appealable resolution approving the transfer of the TDRs as contemplated herein, of: (i) this Agreement and the transaction contemplated herein; and (ii) the conveyance and transfer 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 Postponed Approval Submittal (as hereinafter defined), if applicable) and the TDR Approval. In that regard, Seller covenants and agrees, promptly upon the request of Purchaser (but in no event later than ten (10) days following receipt of such request, and at no cost or expense to Seller), to execute and deliver to Purchaser all applications, petitions, consents, authorizations and other documents, agreements, and instruments necessary or desirable for Purchaser to apply for, submit, process and obtain any Approval Submittal, Postponed Approval Submittal and/or TDR Approval. The failure of Seller to execute and deliver to Purchaser any of the foregoing items necessary for Purchaser to submit, process and/or obtain any Approval Submittal, Postponed Approval Submittal and/or TDR Approval within the time period required by this Section shall be a default by Seller under this Agreement (an "Execution/Delivery Default"), and in the event of an 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, Postponed Approval Submittal and/or TDR Approval as a result of an Execution/Delivery Default, provided the basis of such extension is submitted in writing to Seller.

(b) Purchaser shall have the right to modify, amend and/or withdraw any Approval Submittal, as well as postpone, delay and/or withdraw any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered, in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual. If Purchaser postpones, delays and/or withdraws any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered (such public hearing is referred to herein as the "Postponed Hearing" and the Approval Submittal that was to be considered at such public hearing is referred to herein as the "Postponed Approval Submittal") in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual, then the Closing Date shall be extended on a day-for-day basis equal to the number of days between the date of the Postponed Hearing and the date of the re-scheduled public hearing at which the Postponed Approval Submittal is actually considered. Seller covenants and agrees: (i) not to withdraw, hinder, delay or object to the execution, delivery, preparation, submission, processing, hearing of, amendment to or modification of any Approval Submittal or TDR Approval in any way whatsoever (whether directly or indirectly); and (iii) not to seek any amendment, modification, rescission, cancellation or termination of any Approval Submittal or TDR Approval, whether now or hereafter existing, unless otherwise requested to do so by Purchaser in writing.

9. 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 6 above shall be materially 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 transfer 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, or any such appeal having been finally resolved in Purchaser's favor (such date on which all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed or the date on which any appeal is finally resolved in Purchaser's favor is referred to herein as the "TDR Approval Date").

(b) If there is a failure of a Condition Precedent at any time prior to the Closing Date, then Purchaser shall have the right (in addition to, and not in lieu of any other right or remedy Purchaser may have as the result of such failure), in its sole and absolute discretion, to: (i) terminate this Agreement by delivering a written notice of termination to Seller on the Closing Date, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser and the parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; or (ii) extend the Closing Date for a reasonable period of time (as determined by Purchaser): (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 until the Condition Precedent at issue is satisfied.

10. Documents to be Delivered at Closing.

At Closing: (a) Seller shall execute and deliver to Purchaser a Special Warranty Deed for Transfer of Development Rights, or such other instrument as the Town may require (in either event, the "Deed"), in form and substance satisfactory to Purchaser and in recordable form, conveying and transferring the TDRs to the Purchaser and the Property in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances; (b) Seller shall deliver to Purchaser a resolution, in recordable form, from the members of Seller or other form of authority acceptable to Purchaser authorizing the transaction contemplated herein and the consummation thereof (including, without limitation, the authority to execute and deliver the Deed) by Seller; (c) if Seller submits the Seller's Property to condominium form of ownership prior to the Closing, Seller shall deliver to Purchaser a Quitclaim Deed for Transfer of Development Rights, in form and substance satisfactory to Purchaser and in recordable form, executed on behalf of the condominium association pursuant to which the condominium association conveys and transfers any and all right, title and interest the condominium association may have in and to the TDRs to the Purchaser, free and clear of any claims, liens, mortgages, security agreements, financing statements or other encumbrances, together with such

evidence of good standing and authority as Purchaser's title company may require; (d) such other documents and instruments, including title and other affidavits and FIRPTA certificates, as Purchaser's title company may reasonably require or are customarily given in transactions of this nature; 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 to Seller.

11. Closing.

The "Closing", subject to the terms and provisions of this Agreement, shall take place at the offices of the Escrow Agent by escrow closing commencing at 11:00 AM on the date that is ten (10) days after the TDR Approval Date, provided that the Closing shall occur on or before the date that is 180 days from the Effective Date (the "Outside Closing Date"). Notwithstanding the foregoing, Purchaser may extend the Outside Closing Date as reasonably determined by Purchaser, provided Purchaser is pursuing the Approval Submittal or Postponed Approval Submittal, as the case may be, and the TDR Approval with reasonable diligence.

12. Default.

(a) If Purchaser defaults on any term, covenant, condition or other provision of this Agreement, 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. 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.

(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 the right, in addition to, and not in lieu of any other right or remedy at law or in equity, 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 and Seller shall immediately reimburse Purchaser an amount equal to all fees, costs, expenses and other charges incurred by Purchaser in connection with the transaction contemplated by this Agreement through the date of such termination (collectively, the "Actual Costs").

13. Notices.

All notices to be given under this Agreement shall be in writing and sent to Seller or Purchaser, as the case may be, 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 33 Arch Street, Suite 1100, Boston, MA 02110, Attn: Dean F. Stratouly, Phone No. (617) 897-7200, email address: dstratouly@congressgroup.com; together with a copy to Kim M. Rubin Attorney at Law, 55 Lynn Road, Needham, MA 02494, Phone No. (781) 455-8458, email address: krubin@krubinlaw.com.

Notices to Seller shall be sent to 3930 Max Place, Boynton Beach, FL 33496, Attn: Jodi Puder, Phone No. () - , email address: jodi.puder@gmail.com, together with a copy to Gary A. Korn, Esquire, Leopold Korn, P.A., 20801 Biscayne Boulevard, Suite 501, Aventura, Florida 33180, Phone No. (305) 356-8411, email address: gkorn@leopoldkorn.com.

Notices to Escrow Agent shall be sent to Shutts & Bowen LLP, Attn: Terry Fein, Esq., 200 South Biscayne Boulevard, Suite 4100, Miami, FL 33131, Phone No. (305) 347-7313, email address: tfein@shutts.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 any person designated to receive any notice on behalf of any party, is entitled to receive notice may be changed by such party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Purchaser and Seller, as applicable, are authorized to send and receive notices and demands under this Agreement for and on behalf of their respective clients.

14. Broker.

Purchaser and Seller represent and warrant 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 other than Verzasca International Realty, whose fees shall be paid by Seller, if, as and when the closing occurs. 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.

15. Escrow Agent.

The Escrow Agent shall hold in and disburse from escrow any monies and documents delivered to it by Seller and/or Purchaser 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. 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. Purchaser and Seller each 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 and affiliates of Purchaser and hereby consents to and approves of

such representation. Purchaser agrees that in the event of any dispute or litigation relating to this Agreement, Escrow Agent shall be entitled to continue to represent Purchaser and/or its affiliates.

16. 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 hereto 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 hereto and their respective successors and assigns.

(d) No default, term, covenant, condition or other provision of this Agreement may be waived by a Party, except by a written instrument executed by the party against whom enforcement of such waiver is sought.

(e) Time is of the essence with respect to each and every term, covenant and condition of this Agreement and the parties' performance of the same; provided, however (i) any reference in this Agreement to a time period of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, (ii) any reference in this Agreement to a time period of six (6) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays, and (iii) if the last day of any time period is a Saturday, Sunday or legal holiday, then such period shall be extended to 5:00 PM Eastern Standard Time on the next day that is not a Saturday, Sunday or legal holiday.

(f) Purchaser shall have the right to assign this Agreement to any entity that purchases or otherwise acquires the Property from Purchaser provided such assignment is made pursuant to a written assignment and assumption agreement wherein Purchaser assigns all of its right, title and interest in and to this Agreement (including the Deposit) to the assignee and the assignee accepts such assignment and agrees to be bound by and to perform the terms, conditions, covenants, agreements and other provisions of this Agreement; and, upon any such assignment: (i) Purchaser shall be released from all obligations and liabilities under this Agreement, and (ii) Seller shall close on the transaction contemplated by this Agreement with the assignee as if the assignee were 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.

(h) 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]

EXHIBIT A

LEGAL DESCRIPTION OF THE SELLER PROPERTY

Lots 13 and 14, Block 6, BAY HARBOR ISLANDS, according to the Plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Lots 19 and 20, Block 4, 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.

Lot 21, Block 4, 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.

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 presence of*

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: Christine Jackman

Print Name: MARISA THOMPSON

Print Name: _____

Print Name: _____

PURCHASERS:

CONGRESS DRIFTWOOD LLC, Delaware limited liability company

By: **Congress MERI Bay Harbor Holdings**, a Delaware limited liability company, its Manager

By: **Congress MERI Partners LLC**, a Delaware limited liability company, its Manager

By: DEAN E. STRATOULY,
Authorized Representative

SELLER:

BH 101, LLC, a Florida limited liability company

By: MSP
Name: **MICHAEL PUDER**

Title: Manager

**AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF TRANSFERABLE DEVELOPMENT RIGHTS**

THIS AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Amendment") is made and entered into as of the 15th day of June 2017 by and between CONGRESS DRIFTWOOD LLC, a Delaware limited liability company with an address c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Purchaser"), and BH 101, LLC, a Florida limited liability company with an address of 3930 Max Place, Boynton Beach, FL 33496 ("Seller").

RECITALS:

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Transferable Development Rights on or about March 15, 2017 (the "Original Agreement") pursuant to which Seller agreed to sell to Purchaser six (6) transferable development rights ("TDRs") appurtenant to the Seller Property and Purchaser has agreed to purchase the TDRs from Seller, upon the terms and conditions contained therein. Capitalized terms used herein without definition shall have the same meaning ascribed to such terms in the Original Agreement.

B. Purchaser has made Approval Submittals to the Town and will require additional time to seek the TDR Approval.

C. Seller and Purchaser have agreed to extend the Outside Closing Date by an additional 90 days.

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Purchaser to Seller, the receipt, sufficiency and adequacy of which is hereby acknowledged, Seller and Purchaser, intending to be legally bound, do hereby agree as follows:

Section 11 of the Original Agreement is hereby amended by deleting "180" from the fourth line thereof and replacing it with "270".

Except as modified hereby, the Original Agreement remains in full force and effect.

This Amendment 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 Amendment (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

*Signed, sealed and delivered
in the presence of*


Print Name: Christine Jackson


Print Name: Kim M. Rubin

PURCHASER:

CONGRESS DRIFTWOOD LLC, Delaware
limited liability company

By: **Congress MERI Bay Harbor Holdings,**
a
Delaware limited liability company, its
Manager

By: **Congress MERI Partners**
LLC, a Delaware limited
liability company, its
Manager

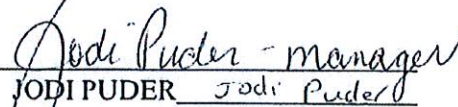
By: 
DEANE E. STRATOULY,
Authorized Representative


Print Name: Jodi Puder - Manager
Sandra

BERNARD PUDER
Print Name: B. Puder

SELLER:

BH 101, LLC, a Florida limited liability
company

By: 
Name: JODI PUDER Jodi Puder
Title: Manager

SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF TRANSFERABLE DEVELOPMENT RIGHTS

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Amendment") is made and entered into as of the 4th day of December, 2017 by and between **CONGRESS DRIFTWOOD LLC**, a Delaware limited liability company with an address c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Purchaser"), and **BH 101, LLC**, a Florida limited liability company with an address of 3930 Max Place, Boynton Beach, FL 33496 ("Seller").

RECITALS:

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Transferable Development Rights on or about March 15, 2017, as amended by Amendment to Agreement for Purchase and Sale of Transferable Development Rights dated as of June 15, 2017 (as so amended, the "Original Agreement") pursuant to which Seller agreed to sell to Purchaser six (6) transferable development rights ("TDRs") appurtenant to the Seller Property and Purchaser has agreed to purchase the TDRs from Seller, upon the terms and conditions contained therein. Capitalized terms used herein without definition shall have the same meaning ascribed to such terms in the Original Agreement.

B. Purchaser has made Approval Submittals to the Town and will require additional time to seek the TDR Approval.

C. Seller and Purchaser have agreed to extend the Outside Closing Date to March 30, 2018.

D. Purchaser has agreed that the Deposit will become non-refundable at such time as the Design Review Committee of the Town approves Purchaser's proposed project, with all appeal periods having expired with no appeal having been filed or if an appeal has been filed, with such appeal having been finally resolved in Purchaser's favor (the "DRC Approval Date").

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Purchaser to Seller, the receipt, sufficiency and adequacy of which is hereby acknowledged, Seller and Purchaser, intending to be legally bound, do hereby agree as follows:

1. Section 11 of the Original Agreement is hereby amended by changing the definition of Outside Closing Date to "March 30, 2018". Accordingly, "provided that the Closing shall occur on or before the date that is 270 days from the Effective Date" is hereby deleted from the Original Agreement and the following is substituted therefor: "provided that the Closing shall occur on or before March 30, 2018".
2. Except if Seller defaults under the Original Agreement, as amended hereby, the Deposit shall become non-refundable to Purchaser on the DRC Approval Date.

Except as modified hereby, the Original Agreement remains in full force and effect.

This Second Amendment 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 Second Amendment (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

*Signed, sealed and delivered
in the presence of*


Print Name: Christine Jackman


Print Name: Kim M. Rubin

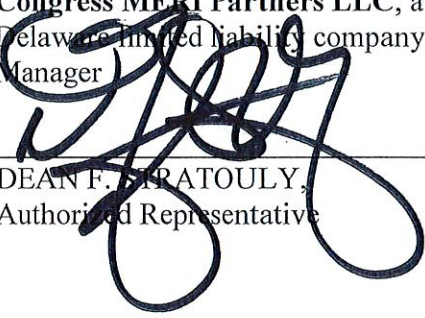
PURCHASER:

CONGRESS DRIFTWOOD LLC, Delaware
limited liability company

By: **Congress MERI Bay Harbor Holdings,**
a

Delaware limited liability company, its
Manager

By: **Congress MERI Partners LLC**, a
Delaware limited liability company, its
Manager

By: 
DEAN F. STRATOULY,
Authorized Representative

SELLER:

BH 101, LLC, a Florida limited liability
company

By: _____
Name: JODI PUDER

Title: Manager

Print Name: _____

Print Name: _____

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 presence of*

PURCHASER:

CONGRESS DRIFTWOOD LLC, Delaware
limited liability company

By: **Congress MERI Bay Harbor Holdings,**
a

Delaware limited liability company, its
Manager

By: **Congress MERI Partners LLC**, a
Delaware limited liability company, its
Manager

Print Name: _____

By: **DEAN F. STRATTON**,
Authorized Representative

Print Name: _____

SELF

CONGRESS DRIFTWOOD LLC, a Florida limited liability
company

Print Name: _____

By: **JODI PUDER**

Title: **Manager**

Print Name: _____

J. Puder



**THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF TRANSFERABLE DEVELOPMENT RIGHTS**

THIS THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Amendment") is made and entered into as of the 30th day of March, 2018 by and between **CONGRESS DRIFTWOOD LLC**, a Delaware limited liability company with an address c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Purchaser"), and **BH 101, LLC**, a Florida limited liability company with an address of 3930 Max Place, Boynton Beach, FL 33496 ("Seller").

RECITALS:

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Transferable Development Rights on or about March 15, 2017, as amended by Amendment to Agreement for Purchase and Sale of Transferable Development Rights dated as of June 15, 2017, and as further amended by Second Amendment to Agreement for Purchase and Sale of Transferable Development Rights dated as of December ____, 2017 (as so amended, the "Original Agreement") pursuant to which Seller agreed to sell to Purchaser six (6) transferable development rights ("TDRs") appurtenant to the Seller Property and Purchaser has agreed to purchase the TDRs from Seller, upon the terms and conditions contained therein. Capitalized terms used herein without definition shall have the same meaning ascribed to such terms in the Original Agreement.

B. Purchaser has made Approval Submittals to the Town and will require additional time to seek the TDR Approval.

C. Seller and Purchaser have agreed to extend the Outside Closing Date to June 30, 2018.

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Purchaser to Seller, the receipt, sufficiency and adequacy of which is hereby acknowledged, Seller and Purchaser, intending to be legally bound, do hereby agree as follows:

Section 11 of the Original Agreement is hereby amended by changing the definition of Outside Closing Date to "June 30, 2018". Accordingly, "provided that the Closing shall occur on or before March 30, 2018" is hereby deleted from the Original Agreement and the following is substituted therefor: "provided that the Closing shall occur on or before June 30, 2018".

Except as modified hereby, the Original Agreement remains in full force and effect.

This Third Amendment 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 Third Amendment (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

*Signed, sealed and delivered
in the presence of*

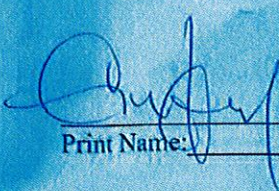
PURCHASER:

CONGRESS DRIFTWOOD LLC, Delaware
limited liability company

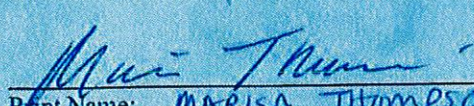
By: **Congress MERI Bay Harbor Holdings**, a
Delaware limited liability company, its
Manager

By: **Congress MERI Partners LLC**, a
Delaware limited liability company, its
Manager

By: 
DEAN F. STRATOULY,
Authorized Representative

Print Name: 

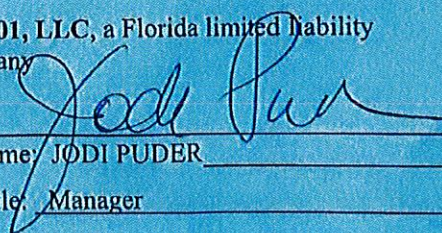
CHRISTINE W. JACKMAN

Print Name: 

MARISA THOMPSON

SELLER:

BH 101, LLC, a Florida limited liability
company

By: 

Name: JODI PUDE

Title: Manager

Print Name: 

KRISTINE O'DONNELL

Print Name: 

JAIME HERON

**FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF TRANSFERABLE DEVELOPMENT RIGHTS**

THIS FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Amendment") is made and entered into as of the 30th day of May, 2018 by and between **CONGRESS DRIFTWOOD LLC**, a Delaware limited liability company with an address c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Purchaser"), and **BH 101, LLC**, a Florida limited liability company with an address of 3930 Max Place, Boynton Beach, FL 33496 ("Seller").

RECITALS:

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Transferable Development Rights on or about March 15, 2017, as amended by Amendment to Agreement for Purchase and Sale of Transferable Development Rights dated as of June 15, 2017, Second Amendment to Agreement for Purchase and Sale of Transferable Development Rights dated as of December ____, 2017 and as further amended by Third Amendment to Agreement for Purchase and Sale of Transferable Development Rights dated as of March 30, 2018 (as so amended, the "Original Agreement") pursuant to which Seller agreed to sell to Purchaser six (6) transferable development rights ("TDRs") appurtenant to the Seller Property and Purchaser has agreed to purchase the TDRs from Seller, upon the terms and conditions contained therein. Capitalized terms used herein without definition shall have the same meaning ascribed to such terms in the Original Agreement.

B. Purchaser has made Approval Submittals to the Town and will require additional time to seek the TDR Approval.

C. Seller and Purchaser have agreed to extend the Outside Closing Date to August 31, 2018.

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Purchaser to Seller, the receipt, sufficiency and adequacy of which is hereby acknowledged, Seller and Purchaser, intending to be legally bound, do hereby agree as follows:

Section 11 of the Original Agreement is hereby amended by changing the definition of Outside Closing Date to "August 31, 2018". Accordingly, "provided that the Closing shall occur on or before June 30, 2018" is hereby deleted from the Original Agreement and the following is substituted therefor: "provided that the Closing shall occur on or before August 31, 2018".

Except as modified hereby, the Original Agreement remains in full force and effect.

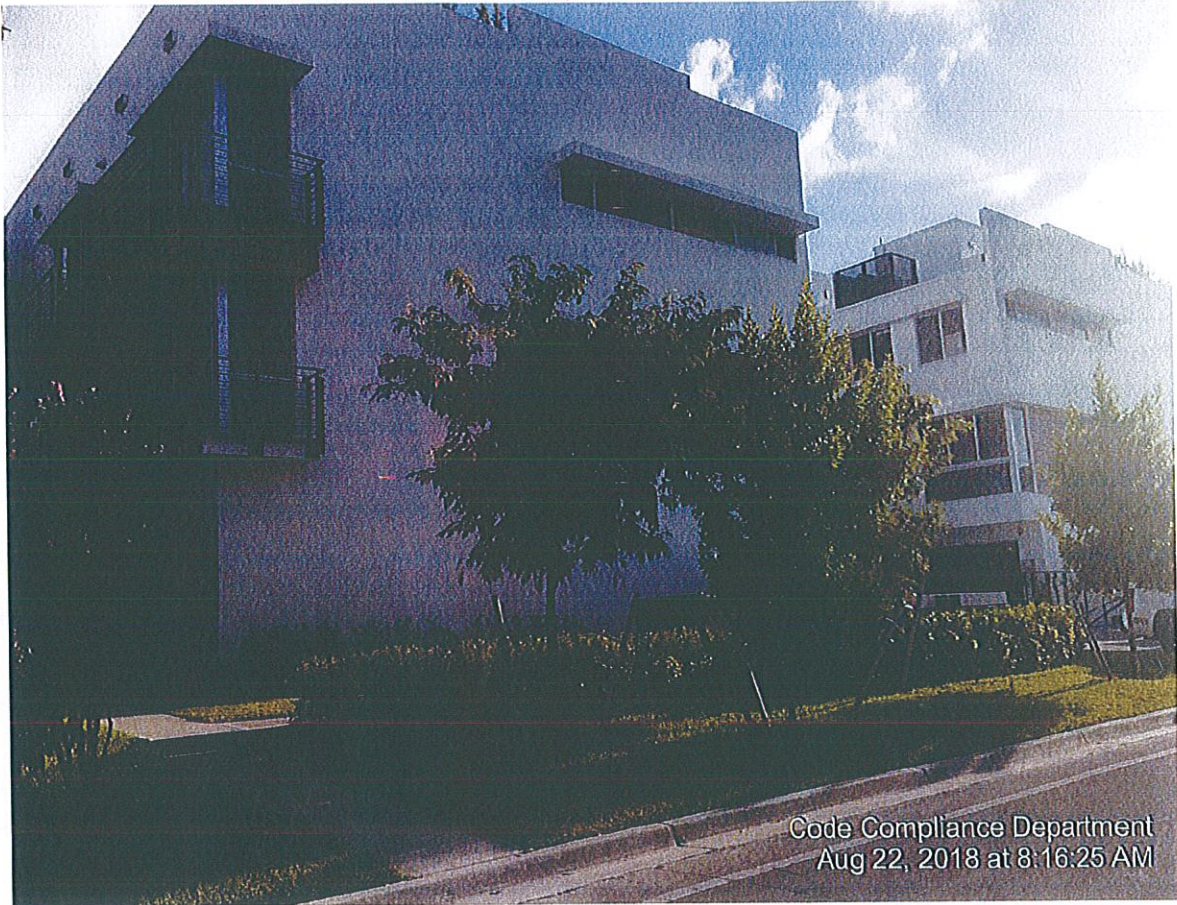
This Fourth Amendment may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same agreement. The signature of any party on copies of this Fourth Amendment (or any exhibit or amendment hereto) may be signed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

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: August 22, 2018

Property Address: BH1, LLC
1155 101 Street
Bay Harbor Islands, FL 33154



New Building- No pending violations.



August 20, 2018

Marlene Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Stephanie Bruder
Mayor

Joshua D. Fuller
Vice Mayor

Jordan W. Leonard
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW MULTI FAMILY ~ 9955 E. BAY HARBOR DR.
Transfer of Development Rights
9781 E. Bay Harbor Drive - 13-2227-001-1040
10301 E. Bay Harbor Drive - 13-2227-001-0800
1155 101 Street - 13-2227-119-0001

Dear Ms. Siegel:

As per you request, below please find the inspection results as required for the Transfer of Development Rights for the above-mentioned properties.

1. *9781 East Bay Harbor Drive* - Vacant Land
2. *10301 East Bay Harbor Drive* - Vacant Land
3. *1155 101 Street* - New Construction. Certificate of Occupancy issued on April 24, 2018 (see attached). A 40 year re-certification will not be required until *approximately 2058*.

If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee, C.B.O.
Chief Building Official
DEL/me



Town of Bay Harbor Islands

Building Department

Certificate of Occupancy

Date Issued: 04/24/2018

Property Address: 1155-65 101 Street Common Areas, Bay Harbor Islands, FL 33154-1526

Folio Number: 1322270011380

Lot: 13-14

Block: 6

Plat Book: 46

Page Number: 5

Contractor: Lenin Construction LLC

CC#: Miami Dade 7476999

Mailing Address: 20996 SW 128th Court Miami, FI 33177

Occupancy Group: R2 - Residence (Multiple)

Sq Ft: 28,000

Type of Construction: Type I and Type II Non-Combustible Mat

Description: **New Multi Family Dwelling**

Master Permit Number: BP2015-35

Owner: BH 101 LLC

This Certificate of Occupancy is issued only upon the express provision that the applicant will comply with all of the Zoning Ordinances and all Ordinances or Building Codes of the Town of the Bay Harbor pertaining to the erection, construction or remodeling of buildings or structures. This also certifies that the electrical, plumbing, mechanical and protection systems have been inspected and approved. The issuance of this Certificate grants permission to occupy and use the property only for the use indicated. Any change in use will require a new Certificate.

☐ This permit was issued under an exception to the state law which allows owners of property to act as their own contractor on one or two family dwellings. The exception requires that the property not be offered for sale or lease within one (1) year after completion.

Chief Building Official

This is a valuable document. Keep it in a safe place.

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 Siegel, Town Clerk

From: Michael J. Miller, AICP 

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 8/27/2018

Re: Transfer of Development Rights (TDR)

CC:

Congress Driftwood, LLC (35 Total DU)

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

TDR Request – 2 Private DU

Donor Site: 1155 101 Street / Lots 13-14 of Block 6 (Bay Harbor 101 Townhomes)

Receiving Site: 9955 E. Bay Harbor Drive / Lots 19-21 of Block 4 (Future Driftwood MFR)

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 requesting approval of the transfer of two (2) private TDR units, following is our analysis.

Our records indicate the **receiving** site (Driftwood MFR) was granted a Site Development Plan approval by the Town's PZ Board on March 20th, 2018 for a total of 35 DU. The Driftwood survey submitted shows that the site is slightly larger than usual as it is a slightly curved pie-shaped lot. The combined parcel size is 33,748 sq. ft. / .77 acres. Therefore, the allowable base zoning density of 34 DUA would allow for 26 DU on the receiving site (.77 acres X 34 DUA = 26.18 or 26 DU). Since the proposed project includes 35 total dwelling units this requires the acquisition of nine (9) TDR units to construct the project. To date, the developer has not acquired any units. The developer has filed a total of three (3) TDR applications to acquire the nine (9) TDR units – all from private property owners.

The **donor** site is currently being developed as a 12-unit townhome complex. The survey submitted with the TDR application notes the site includes two (2) full lots and does not indicate 11-feet of right-of-way was ever conveyed to the Town for on-street parking in the past. The survey indicates the size of the property is 22,500 sq. ft. (0.52 acres), two (2) standard 75' x 150' lots. FYI – this does not match the information published by the M-D Property Appraiser which states the property is 24,000 sq. ft. It is unknown to MMPA how the M-D Property Appraiser arrived at the published lot size.

August 27, 2018

The **receiving** site developer has also submitted two (2) concurrent applications for TDR units - one with Congress BHE, LLC / The Waters at 9781 E. Bay Harbor Drive for four (4) TDR units, and the other with Congress BHN, LLC / Opus at 10301 E. Bay Harbor Drive for three (3) TDR units. If all three (3) private TDR applications are approved the **receiving** site will have acquired the nine (9) total TDR units needed to construct the 35 DU complex.

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.

ENTITLEMENTS PACKAGE
TOWN OF BAY HARBOR ISLANDS

DRIFTWOOD

9955 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154



Submitted to: Town of Bay Harbor Islands

Architect: Stanlec

Structural Engineer: Stanlec

Mechanical Electrical and Plumbing Engineer: Stanlec

Civil/Traffic Engineer: VSN Engineering

Landscape Architect: Dave Bodker Landscape Architecture

Land Use: Bercow Radell Fernandez & Larkin

Owner: The Congress Group

Zoning Submittal: 17 November, 2017

Revised Submittal: 14 December, 2017

Revised Submittal: 22 February, 2018

PROJECT TEAM

Owner:



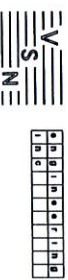
Congress Group
1000 Brickell Ave, Suite 720
Miami, FL 33131
T: 305.372.7500

Architect:



Stantec Architecture
One Biscayne Tower Suite 1670
2 S Biscayne Boulevard
Miami, Florida 33131
T: 305.482.8700

Civil / Traffic Engineer:



VSN Engineering
8500 W Flagler Street, Suite 113
Miami, Florida 33144
T: 305.551.6267

Landscape Architect:



Dave Bodker Landscape Architecture /
Planning Inc.
601 North Congress Avenue, Suite 105-A
Delray Beach, Florida 33445
T: 561.276.6311

Land Use:



Bercow Rodell Fernandez
& Latkin
200 S. Biscayne Boulevard, Suite 850
Miami, FL 33131
T: 305.377.6236

Surveyor:



Delta Mapping and Surveying, Inc.
13301 SW 132nd Ave, Unit 117
Miami, Florida 33186
T: 786.429.1024

INDEX

A-1: SITE

- A-2: Certified Land Survey
- A-3: Location Map
- A-4: Key Site Photos
- A-5: Key Site Photos
- A-6: Proposed Site Plan Diagram

E-1: RENDERED PERSPECTIVE ILLUSTRATIONS

- E-2: Perspective View - Water
- E-3: Perspective View - Street
- E-4: Perspective View - Drop off
- E-5: Aerial View - East
- E-6: Aerial View - West

B-1: ZONING DIAGRAMS

- B-2: Zoning Analysis - Zoning Legend
- B-3: Zoning Diagrams - Site Metrics
- B-4: Zoning Diagrams - Site Metrics
- B-5: Zoning Diagrams - Setbacks

L-1: LANDSCAPE PLANS

- L-2: Existing Tree Plan
- L-3: Planting Plan
- L-4: Planting Plan - Rooftop
- L-5: Details, Notes, Specifications

C-1: PROPOSED FLOOR PLANS

- C-2: Basement Level Floor Plan
- C-3: Site / Ground Level Floor Plan
- C-4: Level 02 Floor Plan
- C-5: Level 03 Floor Plan
- C-6: Level 04-05 Floor Plan
- C-7: Level 06-07 Floor Plan
- C-8: Roof Level Floor Plan

D-1: BUILDING ELEVATIONS & SECTIONS

- D-2: Elevations - Material Palette
- D-3: Proposed Elevations - East
- D-4: Proposed Elevations - South
- D-5: Proposed Elevations - West
- D-6: Proposed Elevations - North
- D-7: Proposed Sections
- D-8: Proposed Sections
- D-9: Proposed Sections

INDEX & PROJECT TEAM

DRIFTWOOD

9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

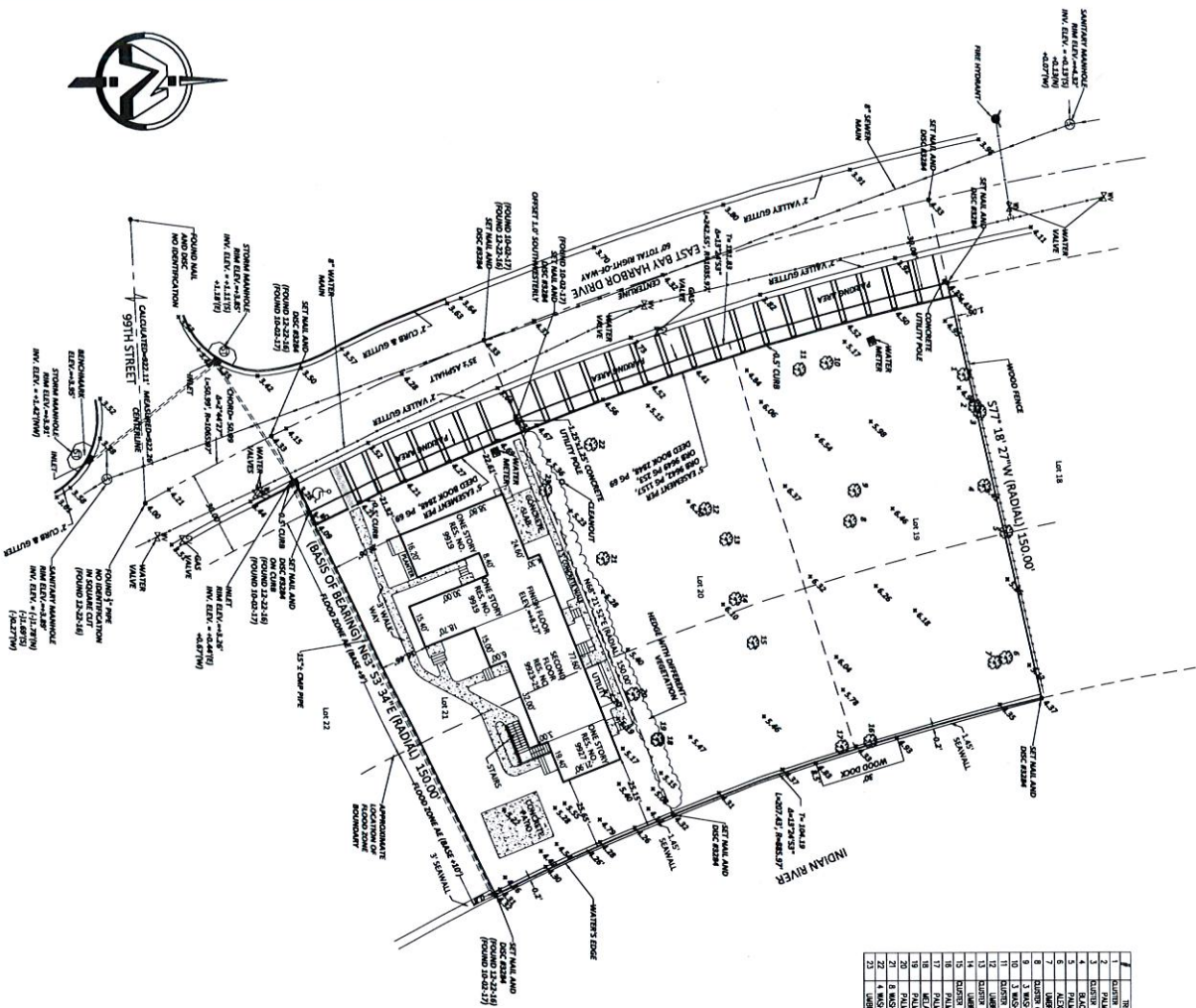


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License: AA26000733
Andrew W. Summitt
License: AR196495

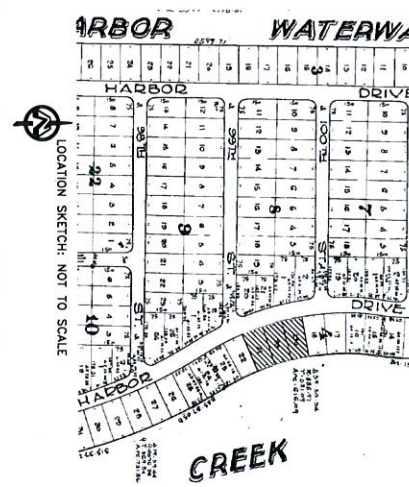
JOHN C. BARNETT
11.17.2017
KYLE D. SAMPSON
12.14.2017
REVIEWED SUBMITTAL
02.22.2018

- A-1: SITE**
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Order	Code	NAME	SCORE	NAME	SCORE	NAME	SCORE
1	1	PAULINO PAUL	1	PAULINO PAUL	1	PAULINO PAUL	1
2	2	PAULINO PAUL	2	PAULINO PAUL	2	PAULINO PAUL	2
3	3	PAULINO PAUL	3	PAULINO PAUL	3	PAULINO PAUL	3
4	4	PAULINO PAUL	4	PAULINO PAUL	4	PAULINO PAUL	4
5	5	PAULINO PAUL	5	PAULINO PAUL	5	PAULINO PAUL	5
6	6	PAULINO PAUL	6	PAULINO PAUL	6	PAULINO PAUL	6
7	7	PAULINO PAUL	7	PAULINO PAUL	7	PAULINO PAUL	7
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28	28	PAULINO PAUL	28	PAULINO PAUL	28	PAULINO PAUL	28
29	29	PAULINO PAUL	29	PAULINO PAUL	29	PAULINO PAUL	29
30	30	PAULINO PAUL	30	PAULINO PAUL	30	PAULINO PAUL	30

BOUNDARY SURVEY

[illegible]

SEAL

BOUNDARY SURVEY

DATE:	10-02-2017
SCALE:	1" = 30'
DRAWN BY:	M.G.
DRAWING NO:	07-0402
SHEET NO.	1 OF 1


Delta Mapping and Surveying, Inc.
 13301 SW 132ND AVENUE, SUITE 117 MIAMI FL 33186
 PHONE: (786) 429-1024 E-MAIL: DELTA.MAPPING@GMAIL.COM



LOCATION MAP

KEY SITE PHOTOS



2 VIEW - A
SCALE NTS



3 VIEW - B
SCALE NTS



1 AERIAL - MAP
SCALE NTS

DRIFTWOOD

9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154



One Biscayne Tower Suite 1670
Two South Biscayne Blvd, Miami, FL 33131
T: 305.459.8700
www.stantec.com

Lic#: AA26000733
Andrew W. Symett
Lic#: AR98495

A-4

KEY SITE PHOTOS



2 VIEW - C
SCALE: NTS



3 VIEW - D
SCALE: NTS



1 AERIAL - MAP
SCALE: NTS

DRIFTWOOD

9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154



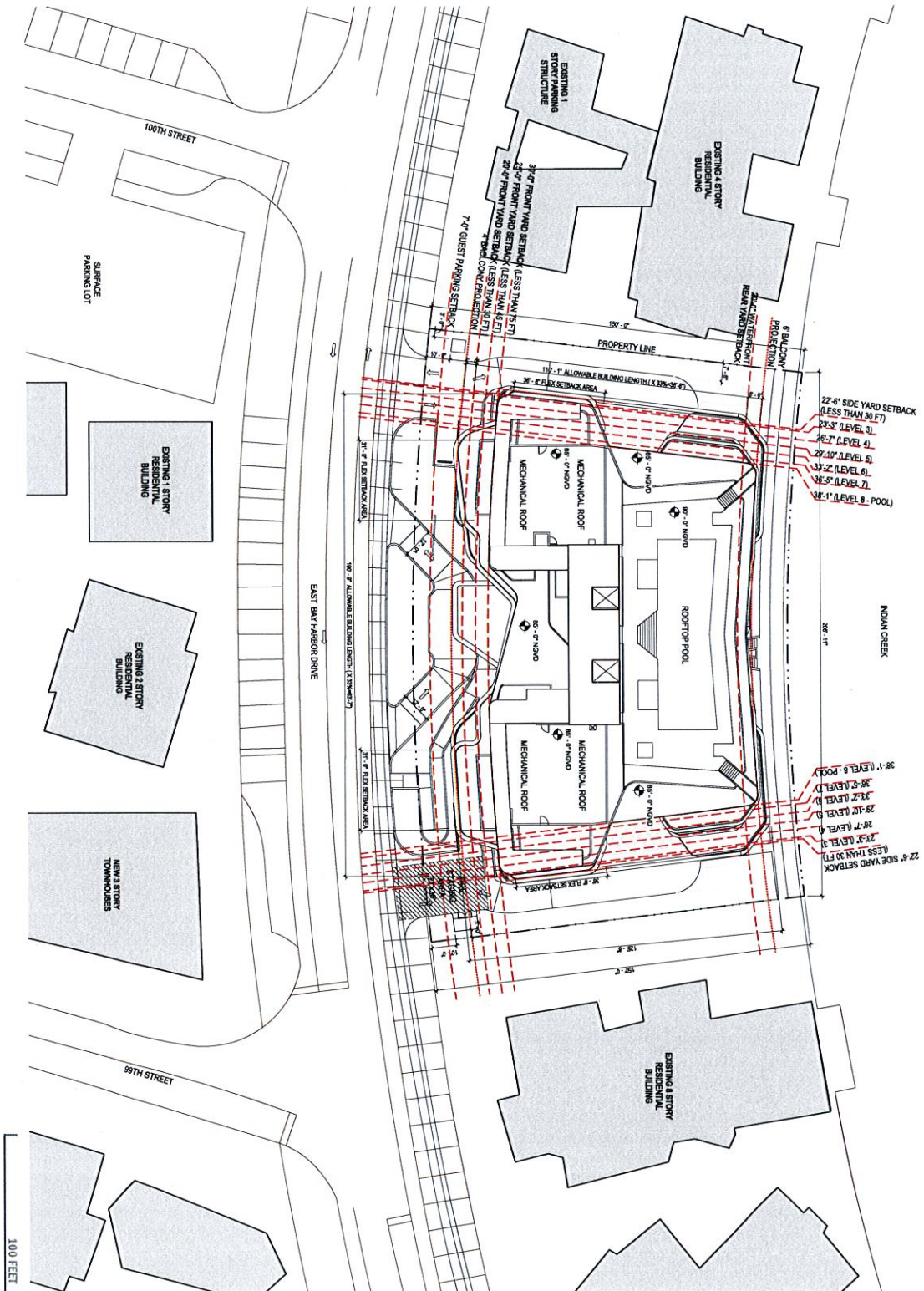
One Biscayne Tower Suite 1670
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1.352.482.8720
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Lic#: AA26000733
Andrew W. Summitt
Lic#: AR98498

JOHN C. SUMMITT
11.17.2017
REVISED SUBMITTAL
12.14.2017

A-5

PROPOSED SITE PLAN DIAGRAM



PROJECT # 219420547
 SCALE 1" = 20'-0"

B-1: ZONING DIAGRAMS

- B-2: Zoning Analysis - Zoning Legend
- B-3: Zoning Diagrams - Site Metrics
- B-4: Zoning Diagrams - Site Metrics
- B-5: Zoning Diagrams - Setbacks



One Biscayne Tower Suite 1670
Two South Biscayne Blvd, Miami, FL 33131
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Andrew W. Summitt
Lic# AR98498

ZONING DIAGRAMS
11/17/2017

ZONING ANALYSIS - ZONING LEGEND

ZONING LEGEND - 9955 E Bay Harbor Drive
Town of Bay Harbor Islands
Client: The Congress Group, Inc.

Zoning Districts		REQUIRED	NOTES
Lot 1		RM-1	
9955 E Bay Harbor Dr		RM-1	
9927 E Bay Harbor Dr		RM-1	
Folio: 13-2227-001-0960			
Folio: 13-2227-001-0970			
Lot Area Summary		REQUIRED	NOTES
Net Lot Area			
Lot area, net: The lot area within the lot lines excluding any street rights-of-way or other required dedications.			
Individual Lot Areas as per Miami-Dade Property Appraiser			
9955 E Bay Harbor Dr		22,500.00 SF - Net Lot Area	
9927 E Bay Harbor Dr		11,250.00 SF - Net Lot Area	
Folio: 13-2227-001-0960			
Folio: 13-2227-001-0970			
Total Net Lot Area (SF) - All Parcels		33,750.00 SF - Net Lot Area	
Total Net Lot Area (Acres)		0.77 Acres - Net Lot Area	
General Lot Requirements - (Sec. 23-10.1)		REQUIRED	NOTES
Minimum Street Frontage		N/A	
Minimum Street Frontage		75	
Floor Area Ratio (Maximum) - Sec. 142-155		154-SF	Compliant - (See Ground Level Plan)
Landscape Requirements		6,750 GSF	
Minimum 20% landscaped "green" open space		7,002 GSF	Compliant - (Diagram on B-3)
Minimum 15% landscaped "green" open space		2,496 GSF	Compliant - (Diagram on B-3)
Minimum Unit Standards - (Sec. 23-8)		REQUIRED	NOTES
Minimum Unit Size (SF)		75	
One Bedroom Unit = 800 SF		1,102 GSF	Compliant - (See Plans Section C)
Two Bedroom Unit = 1,150 SF		1,487 GSF	Compliant - (See Plans Section C)
Three Bedroom Unit = 1,250 SF		2,738 GSF	Compliant - (See Plans Section C)
Building Height - (Sec. 23-11 B1.5)		REQUIRED	NOTES
Maximum Building Height (feet)		75 ft max	
Minimum Story Height		9 ft - 2 in	Compliant - (See Section D-7)
Building setbacks - (Sec. 23-11 B1)		REQUIRED	NOTES
Front Yard Street Side		30 ft	Compliant - (See B-5)
Side Yard		30 ft	Compliant - (See B-5)
Rear Yard - Waterfront		30 ft	Compliant - (See B-5)
Flex Set back		38 ft - 1 in	Compliant - (See B-5)
Total encroachment not to exceed 1/3 of allowable width or length of building. No encroachment into base building setback.		20 ft min.	Compliant - (See B-5)
Density - (Sec. 23-11 B1)		REQUIRED / ALLOWED	NOTES
Base Dwelling Units per Acre		34 dwellers max.	
Overall Dwelling Units per Acre (Base + TDs)		28 Dwelling Units	
Total Dwelling Units		35 Dwelling Units	Compliant - (See 316-2)
Parking Requirements - (Sec. 23-24)		REQUIRED	NOTES
Multi-family dwelling, including townhouses		2 parking spaces required per unit	
Guest Parking		1 guest parking per lot in front of yard	
Total Parking		70 Spaces	70 Spaces
35 Dwelling Units x 2 =		3 Spaces	3 Spaces
1 Guest Parking x 3 Lot =		73 Spaces	73 Spaces
Tenant Storage Requirements - (Sec. 23-9.4)		REQUIRED	NOTES
Total Tenant Storage		25 SF min. / Dwelling Unit	
35 Dwelling Units x 25 =		875 GSF	
Total Tenant Storage		1,589 GSF	Compliant - (See 316-2)

Level	1BR Units	2BR Units	3BR Units	Total Units By Floor	Tenant Storage
Basement	0	0	0	0	517 GSF
Ground Level	0	2	2	4	200 GSF
Level 2	0	2	2	4	118 GSF
Level 3	0	4	1	5	156 GSF
Level 4	1	4	1	6	147 GSF
Level 5	1	4	1	6	147 GSF
Level 6	1	2	2	5	152 GSF
Level 7	1	2	2	5	152 GSF
Roof Level - Pool	0	0	0	0	00 GSF
Total By Type	4	20	11	35	1,589 GSF

UNIT AND TENANT STORAGE TABLE

SCALE: 1" = 80' 0"



ZONING MAP

SCALE: 1" = 800' 0"

PROJECT # 2194205-47

ZONING LEGEND
TOWN OF BAY HARBOR ISLANDS

B-2

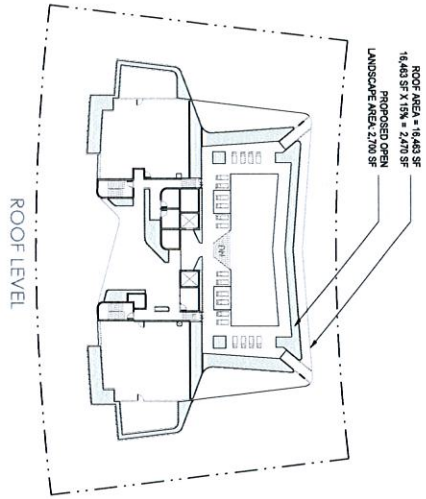
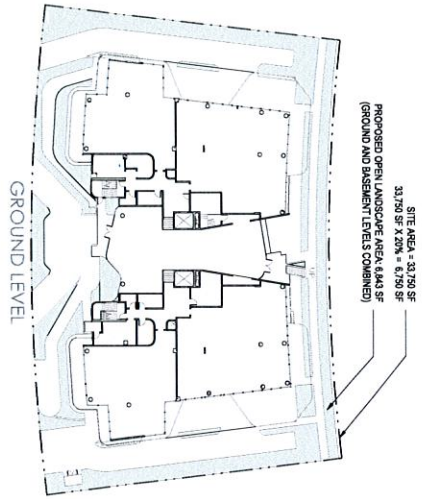
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Two South Biscayne Blvd, Miami, FL 33131
www.stantec.com

License: AA26000733
Andrew W. Burnett
License: AR98495

9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

DRIFTWOOD

ZONING DIAGRAMS - SITE METRICS



2 LANDSCAPE AREA DIAGRAM

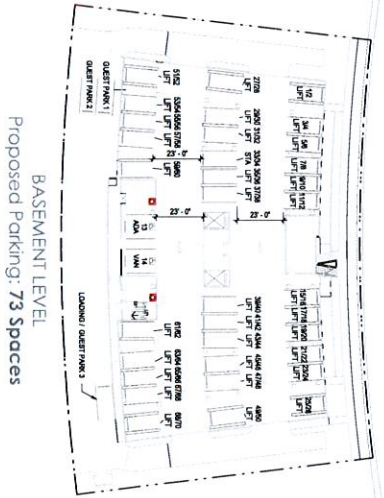
SCALE: 1" = 30'-0"

Ground Level:
Per Zoning Sec. 23-11.B1.10:
Required Landscape Open Space: 6,750 SF

Roof Level:
Per Zoning Sec. 23-11.B1.10:
Required Landscape Open Space: 2,470 SF

Proposed Landscape Open Space: 7,002 SF

Proposed Landscape Open Space: 2,700 SF



PARKING COUNT DIAGRAM

SCALE: 1" = 30'-0"

Required Per Zoning Sec. 23-24:
35 Units x (2 Spaces/Unit) = 70 Spaces
Guest Parking: 1/Platted Lot = 3 Spaces
Total Required: 73 Spaces

Proposed Parking:
Basement Level: 68 Spaces on 34 Stockers
2 ADA Spaces
3 Guest Parking Space
Ground Level: 0 Guest Parking Spaces
Total Proposed: 73 Spaces

DRIFTWOOD

9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

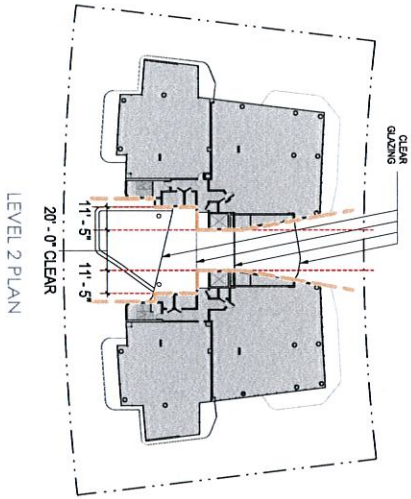
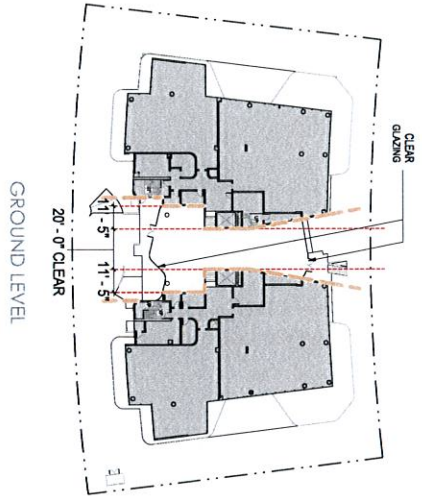
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License: AR98498

JOHN C. SHAW
11.17.2017
REVISED SUBMITTAL
12.14.2017
REVISED SUBMITTAL
02.22.2018

PROJECT # 219420547

ZONING DIAGRAMS - SITE METRICS



3 BREEZEWAY PLAN DIAGRAM

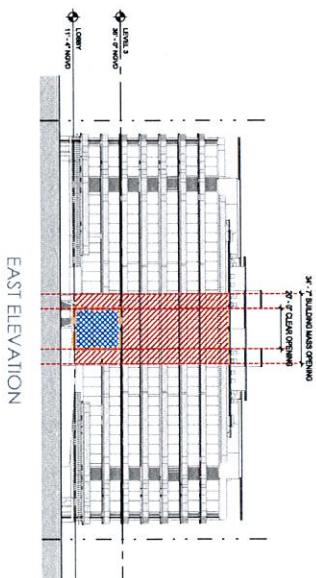
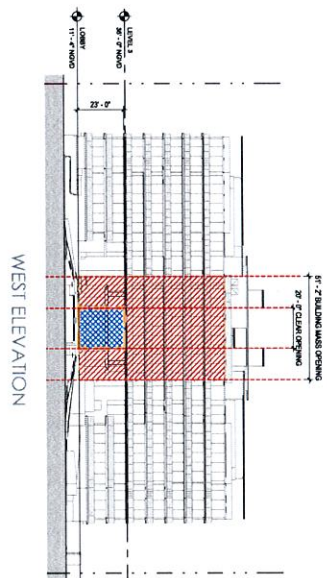
SCALE: 1" = 30'-0"

Ground Level:

Per Zoning Sec. 23-11.81.6:

Required Minimum Unobstructed Breezeway Width: 20'-0"

Proposed Unobstructed Breezeway Width: 20'-0"

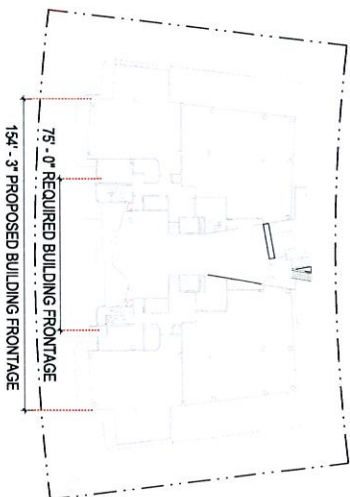


2 BREEZEWAY ELEVATION DIAGRAM

SCALE: 1" = 30'-0"

1 BUILDING FRONTAGE DIAGRAM

SCALE: 1" = 30'-0"



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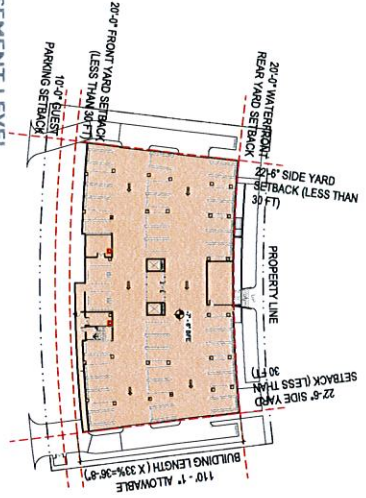
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Andrew W. Burnett
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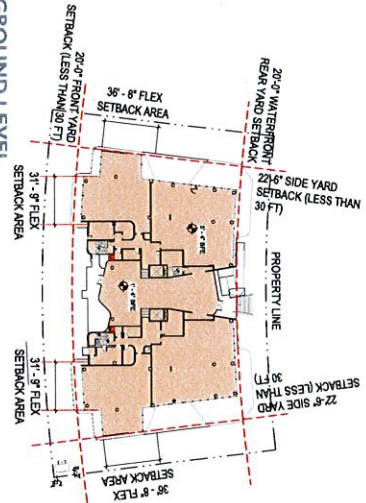
B4

ZONING DIAGRAMS - SETBACKS

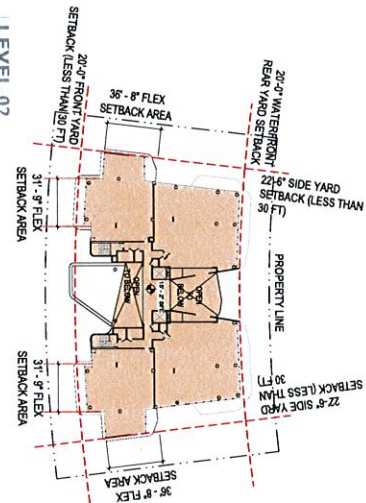
BASEMENT LEVEL
SCALE: 1" = 40'-0"



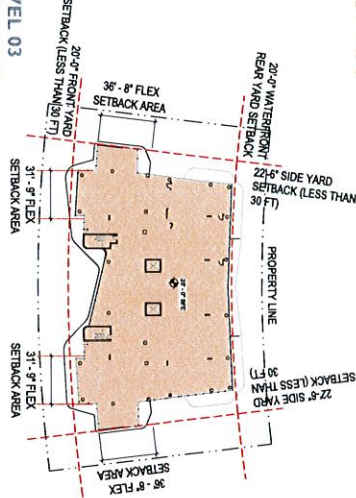
GROUND LEVEL
SCALE: 1" = 40'-0"



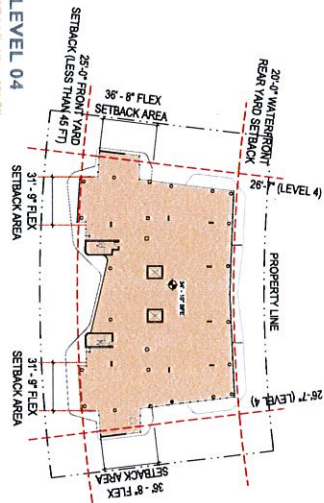
LEVEL 02
SCALE: 1" = 40'-0"



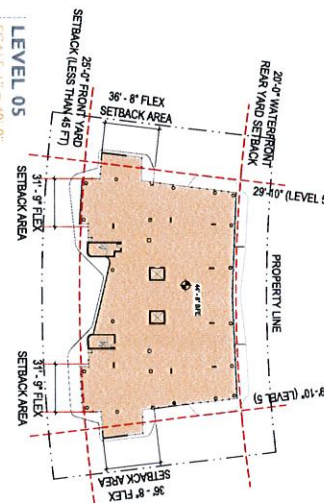
LEVEL 03
SCALE: 1" = 40'-0"



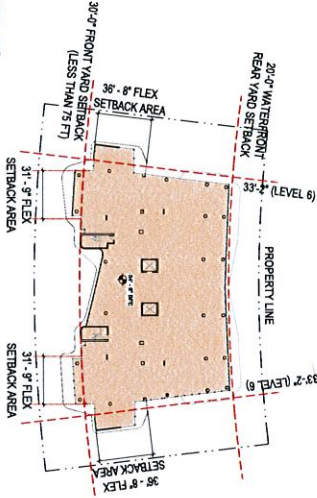
LEVEL 04
SCALE: 1" = 40'-0"



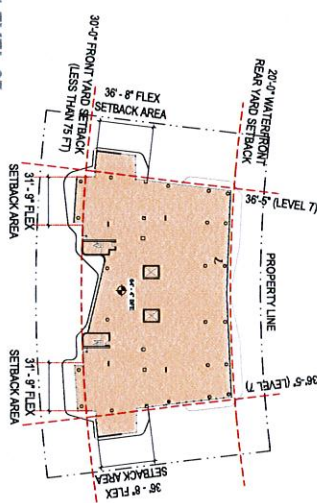
LEVEL 05
SCALE: 1" = 40'-0"



LEVEL 06
SCALE: 1" = 40'-0"



LEVEL 07
SCALE: 1" = 40'-0"



ROOF LEVEL
SCALE: 1" = 40'-0"



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Lic#: AR96495

B-5

LOAN: 11/17/2017

PROPOSED FLOOR PLANS

DRIFTWOOD

9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

C-1: PROPOSED FLOOR PLANS

- C-2: Basement Level Floor Plan
- C-3: Site / Ground Level Floor Plan
- C-4: Level 02 Floor Plan
- C-5: Level 03 Floor Plan
- C-6: Level 04-05 Floor Plan
- C-7: Level 06-07 Floor Plan
- C-8: Roof Level Floor Plan



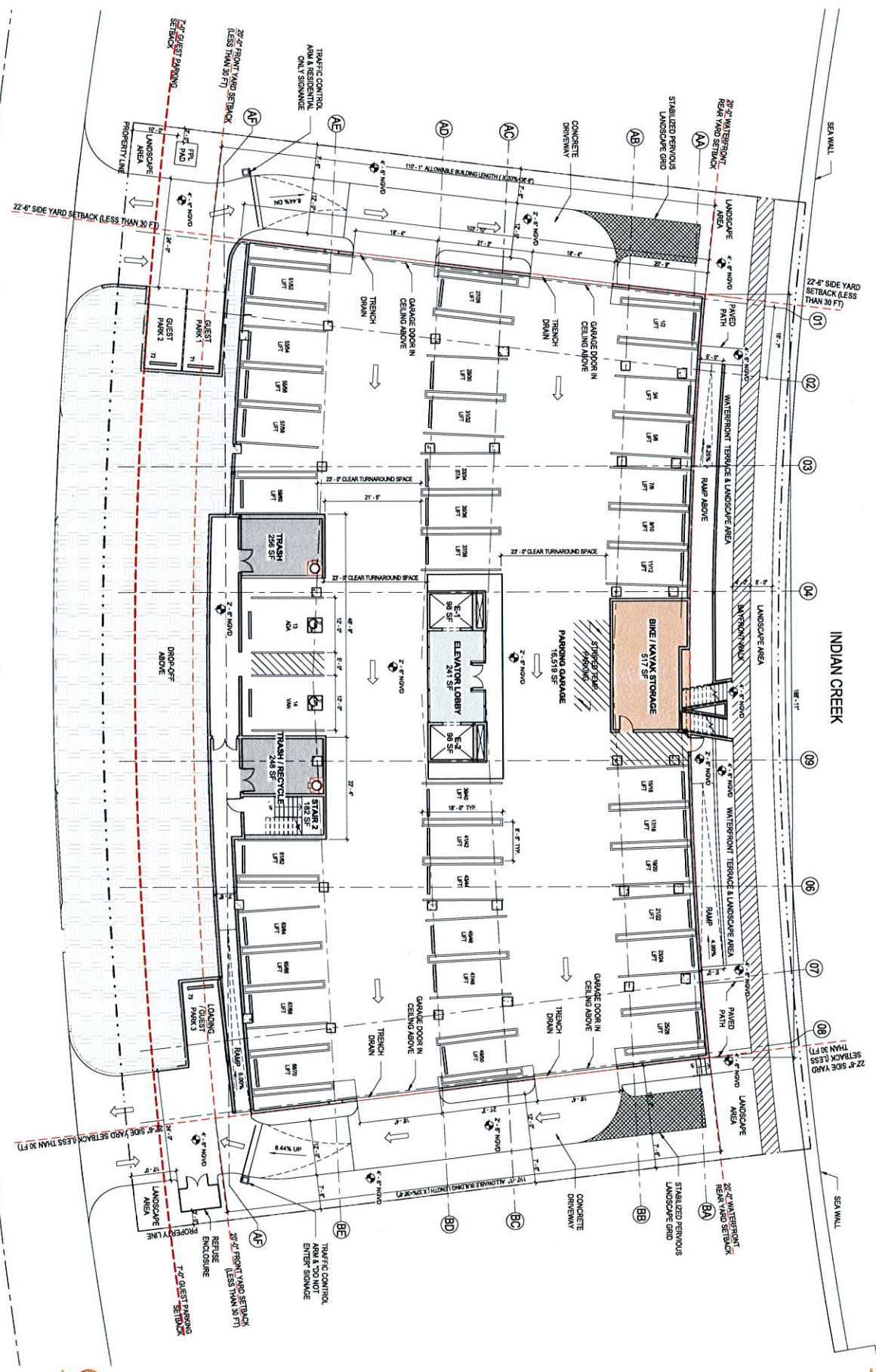
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Lic# AR98495

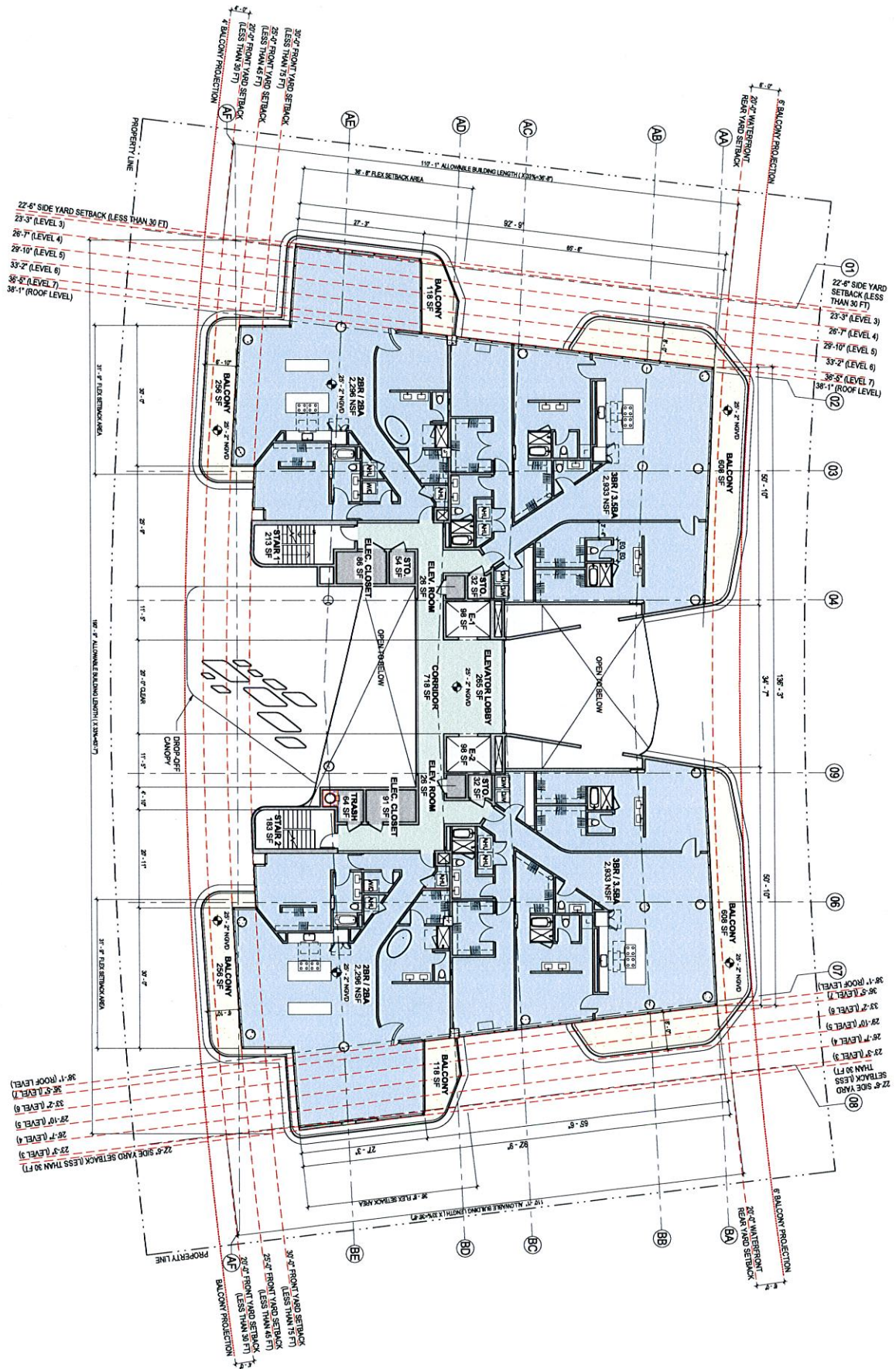
ISSUED BY
11.17.2017



EAST BAY HARBOR DRIVE

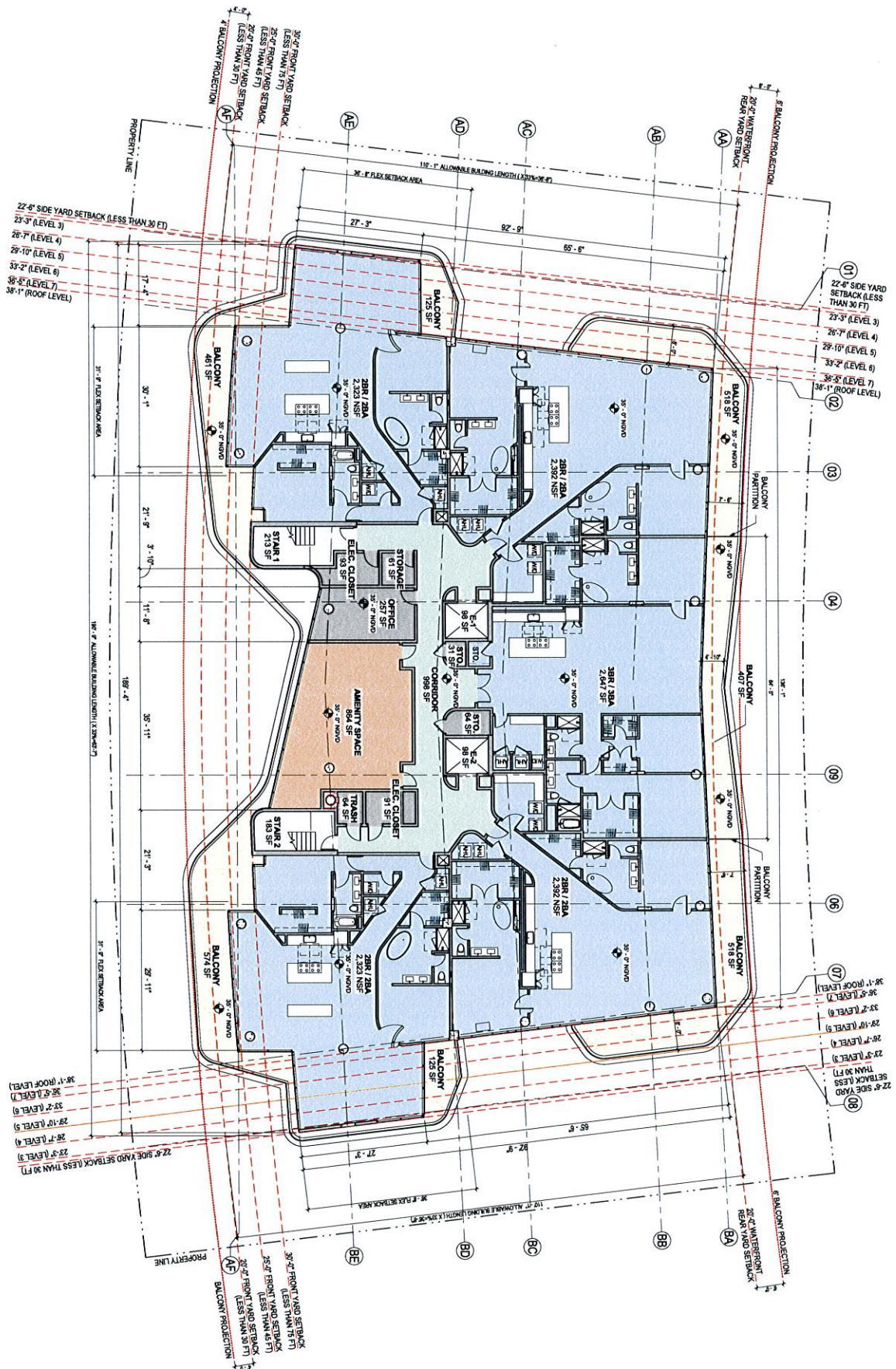


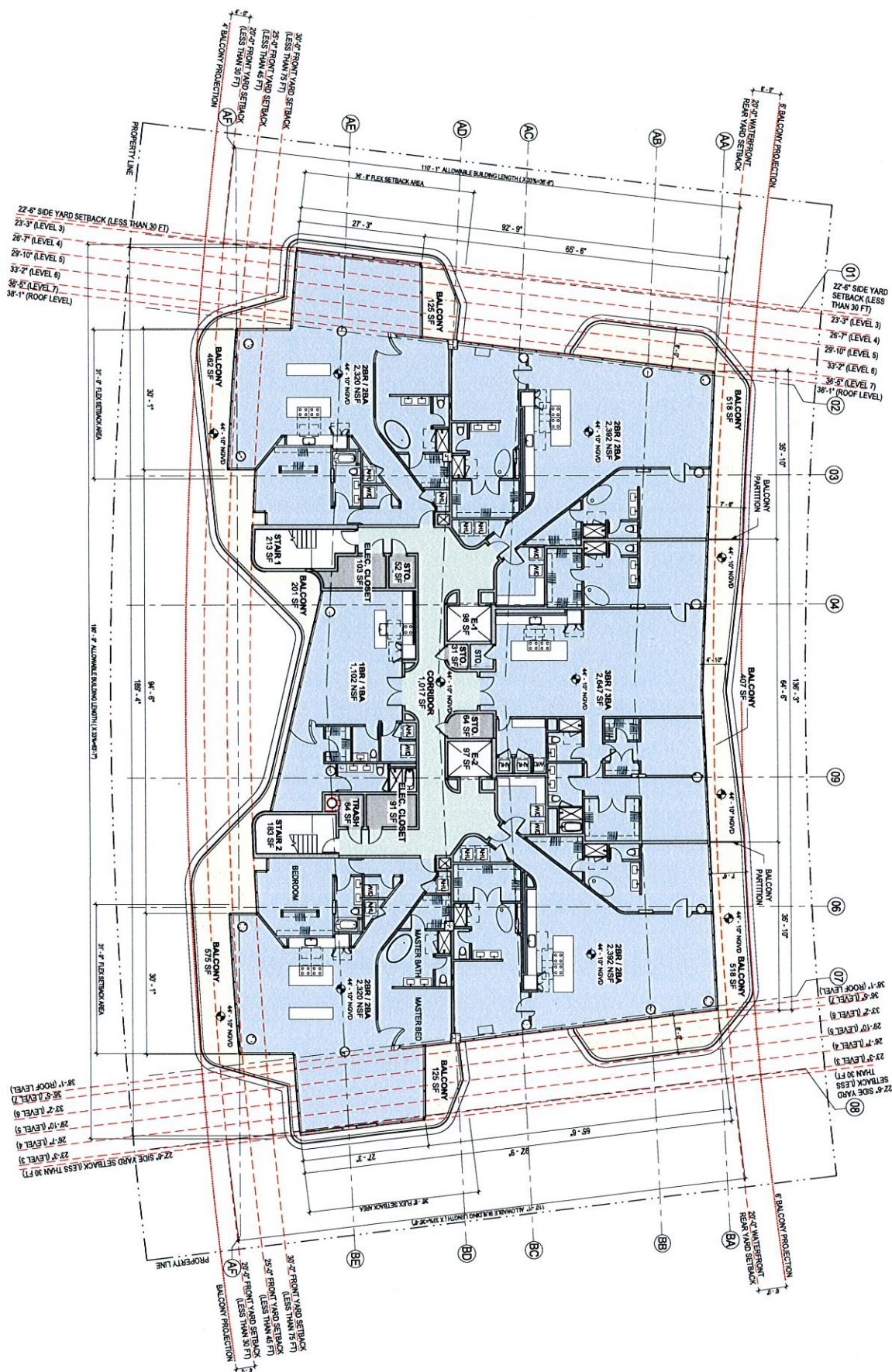
BASEMENT LEVEL FLOOR PLAN



LEVEL 02 FLOOR PLAN

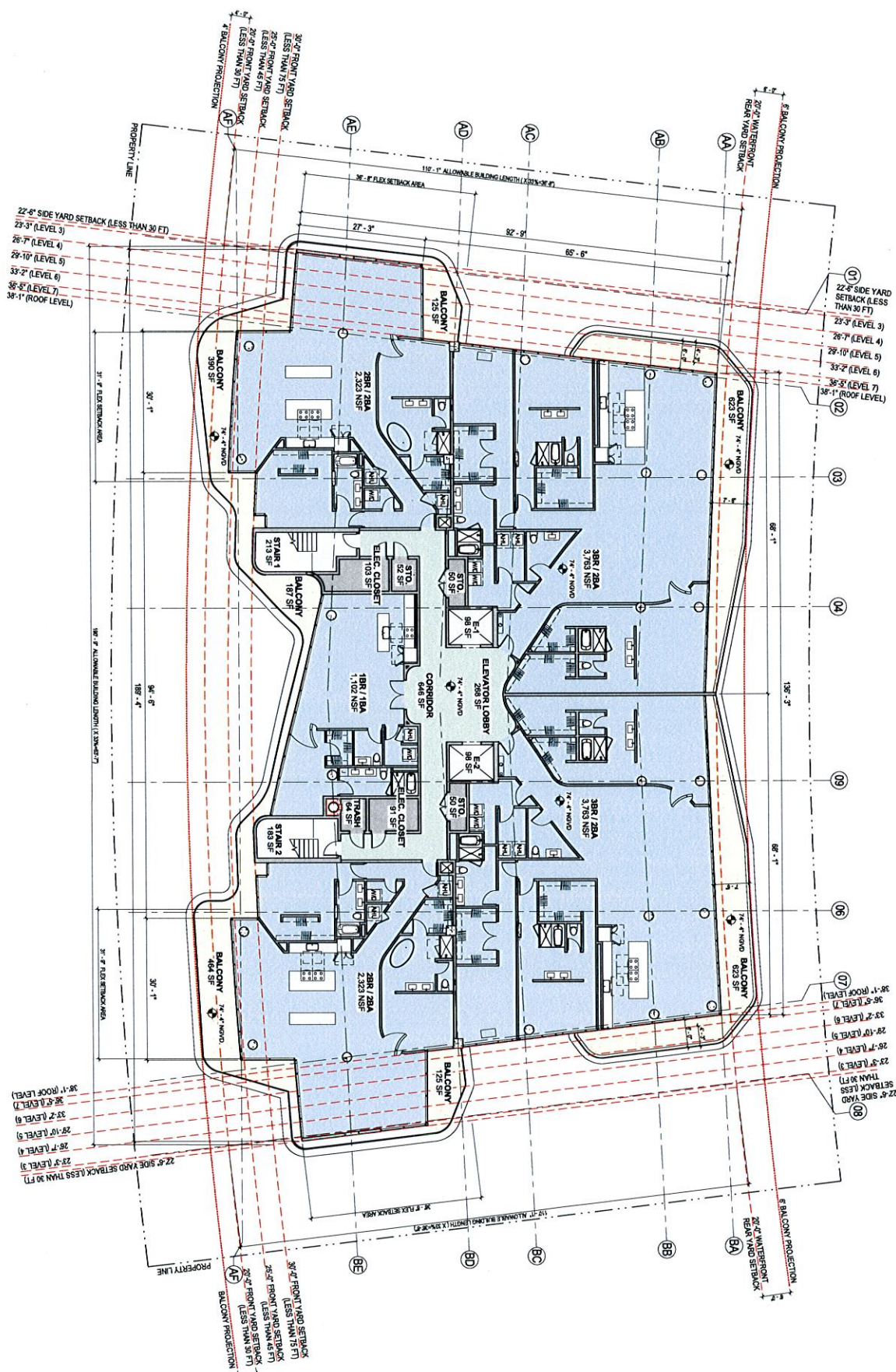
LEVEL 03 FLOOR PLAN



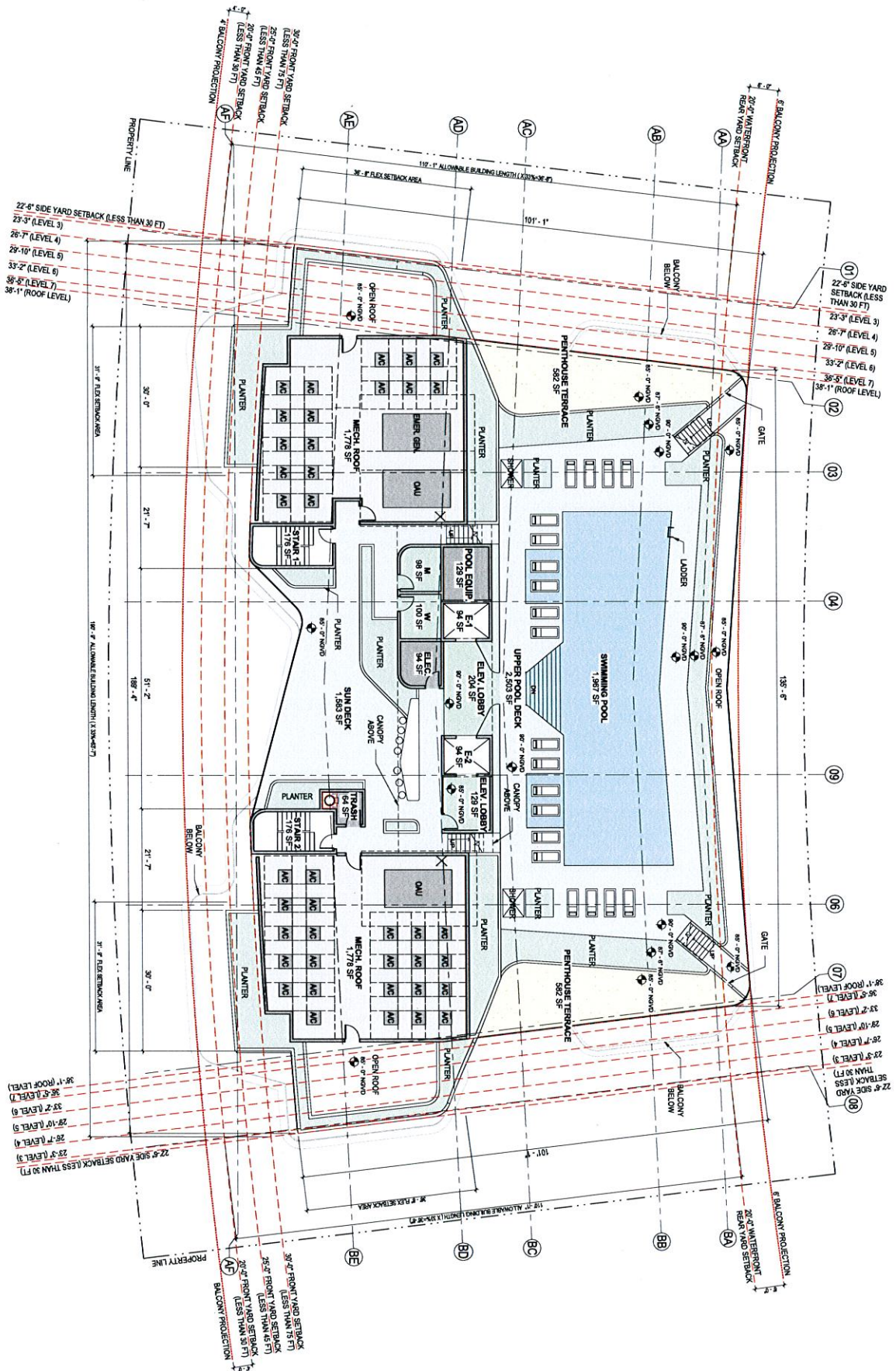


LEVEL 04-05 FLOOR PLAN

LEVEL 06-07 FLOOR PLAN



ROOF LEVEL - FLOOR PLAN



ROOF LEVEL FLOOR PLAN



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D-1: BUILDING ELEVATIONS & SECTIONS

- D-2: Elevations - Material Palette
- D-3: Proposed Elevations - East
- D-4: Proposed Elevations - South
- D-5: Proposed Elevations - West
- D-6: Proposed Elevations - North
- D-7: Proposed Sections
- D-8: Proposed Sections
- D-9: Proposed Sections



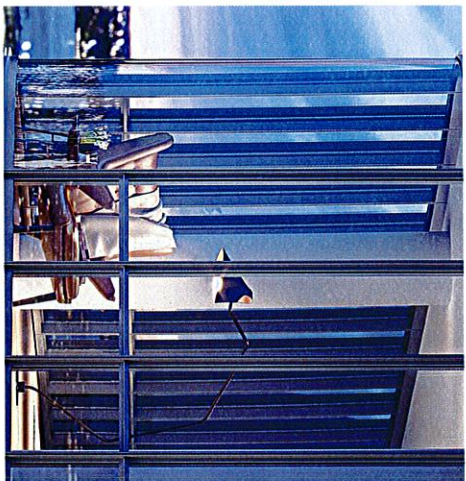
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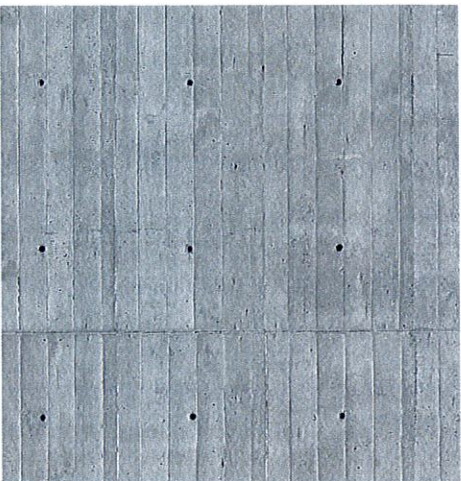
JOHN S. BURDETTE
11.17.2017

D-1

ELEVATIONS - MATERIAL PALATE



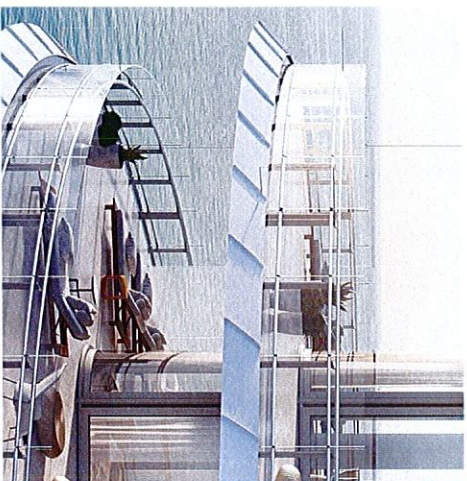
CLEAR GLASS WINDOW WALL
Glass Enclosure at Units and Brezeway



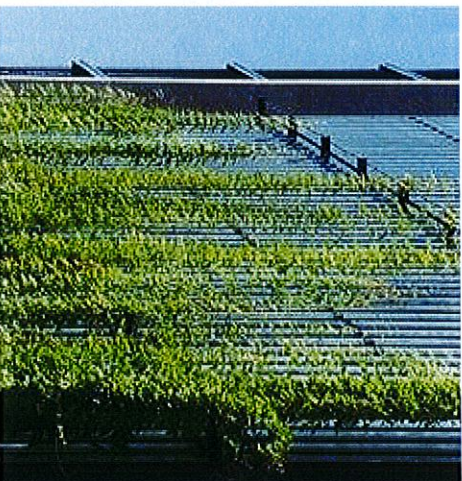
CONCRETE
Exterior Balcony Projections



CLADDING
Exterior Solid Walls



METAL AND GLASS
Balconies and Roof Terraces



GREEN WALL
Parking Entry and Screen Walls



STONE
Landscape Walls and Planters

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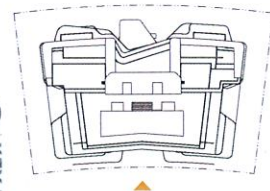
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11.17.2017

D-2

PROPOSED ELEVATIONS - EAST



① KEY PLAN
NTS



PROJECT # 219420547



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11.17.2017
REVISED SUBMITTAL
12.14.2017

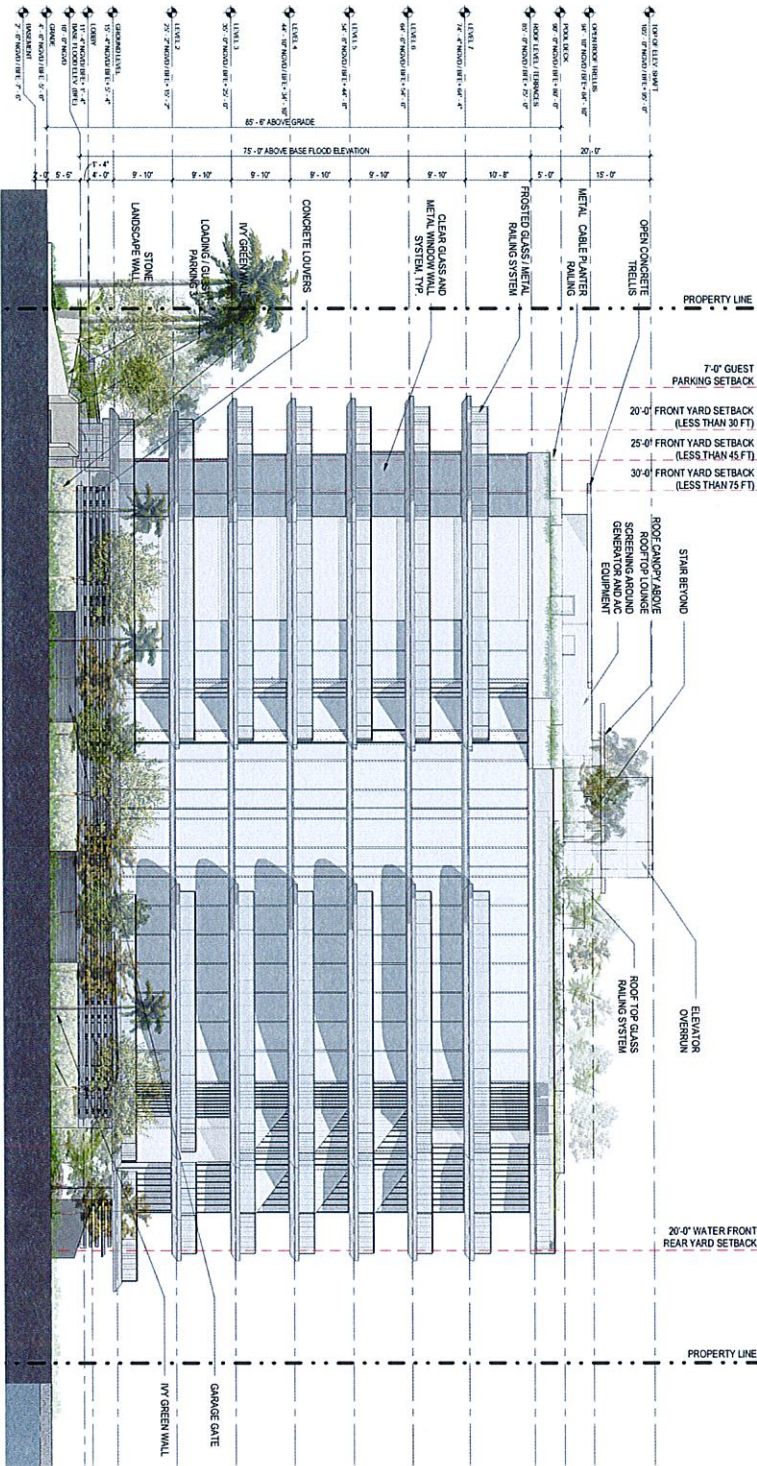
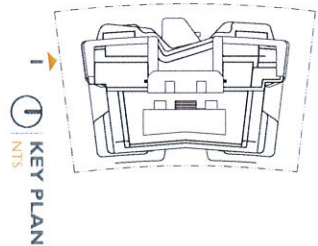
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PROPOSED ELEVATIONS - SOUTH



SOUTH - ELEVATION
SCALE: 1" = 10'-0"

PROJECT # 219420547



LOANING SUBMITTAL
11/17/2017
REVISED SUBMITTAL
12/14/2017
REVISED SUBMITTAL
02/22/2018



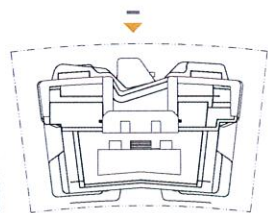
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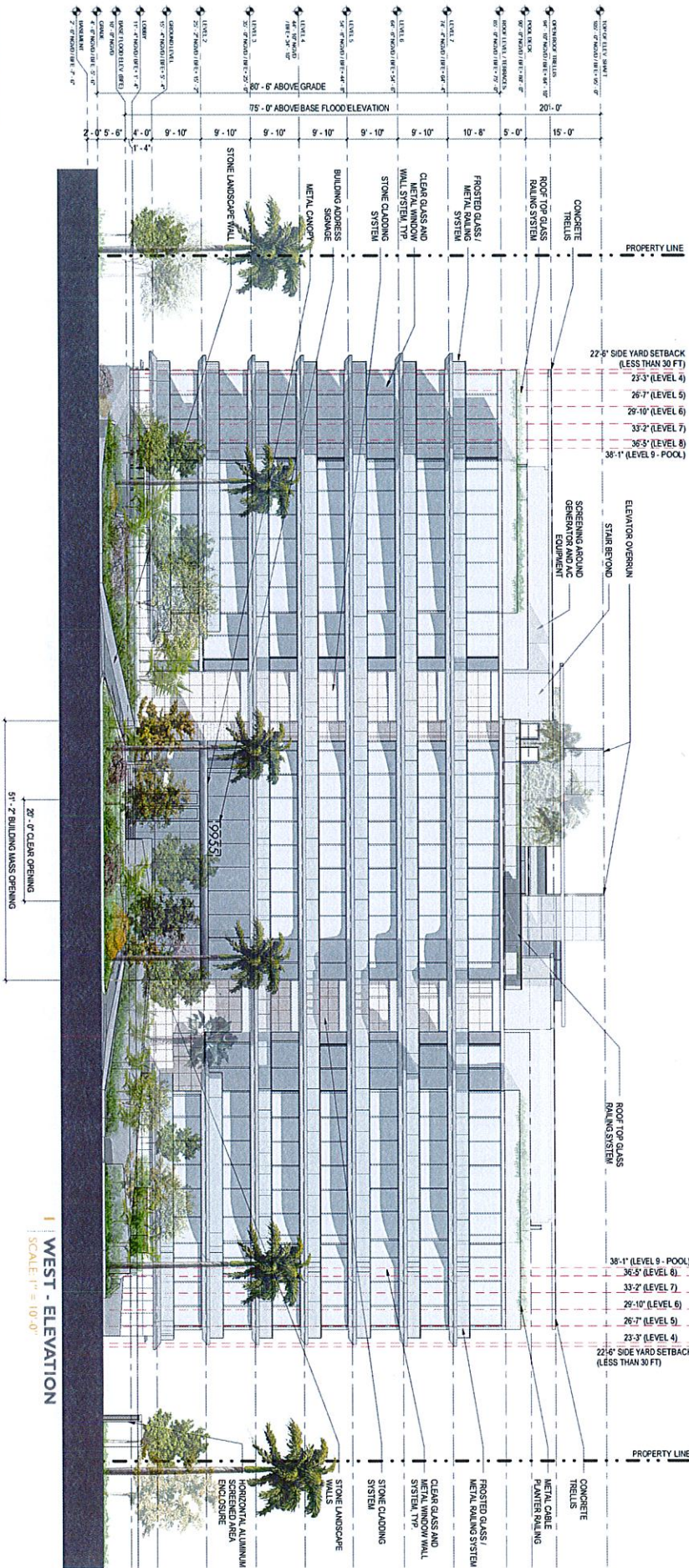
DRIFTWOOD

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PROPOSED ELEVATIONS - WEST



1 KEY PLAN
NTS



WEST - ELEVATION
SCALE: 1" = 10'-0"

PROJECT # 219420347

D-5

DRIFTWOOD
11.1.2017
12.1.2017
02.21.2018

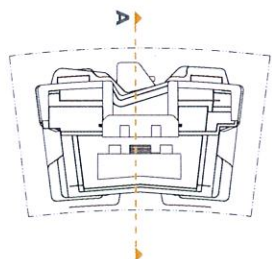
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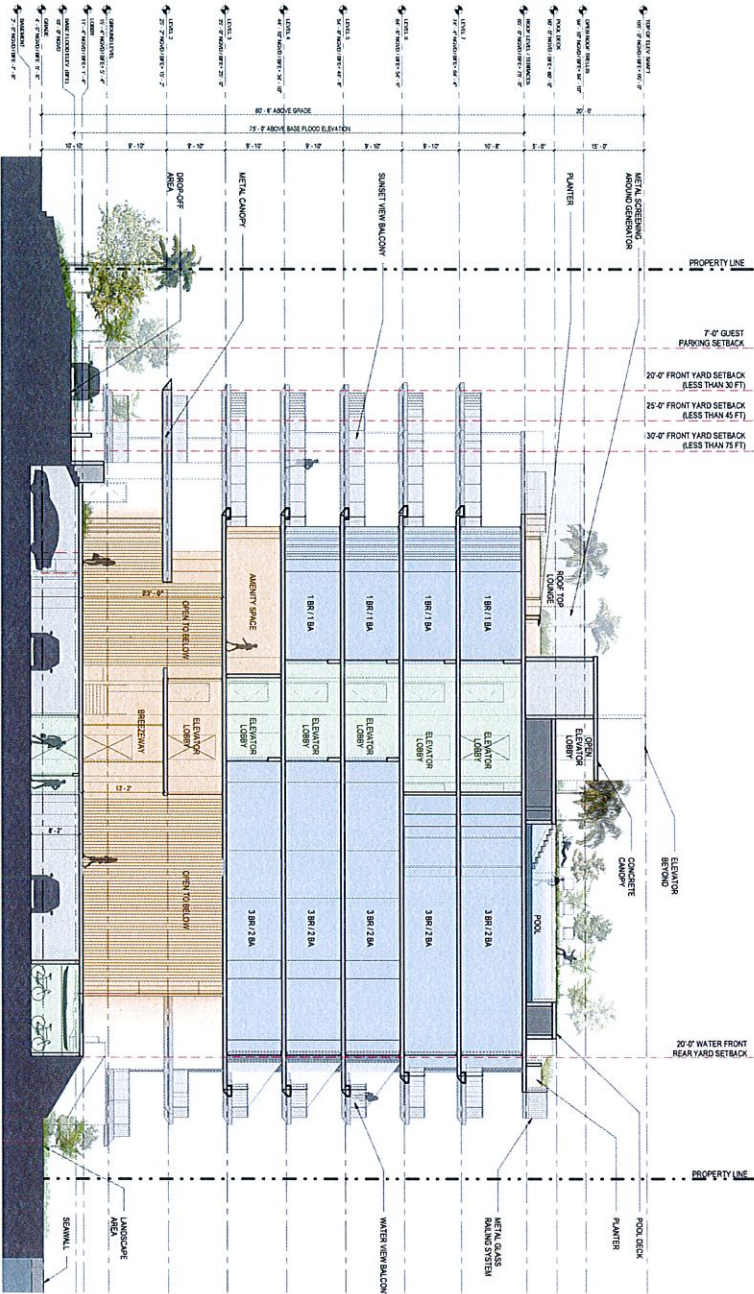
9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154



PROPOSED SECTIONS



① KEY PLAN
NTS



A - SECTION
SCALE: 1" = 10'-0"

PROJECT # 219420547

D-7

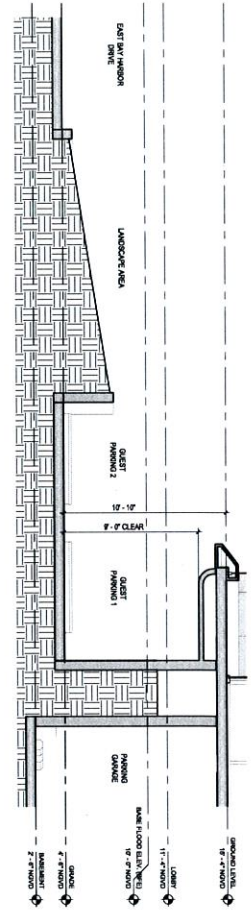
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Two South Biscayne Blvd, Miami, FL 33131
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UIC#: AA26000733
Andrew W. Summitt
Lic#: AR98495

JOHN C. SUMMITT
11.17.2017
REVISED SUBMITTAL
12.14.2017

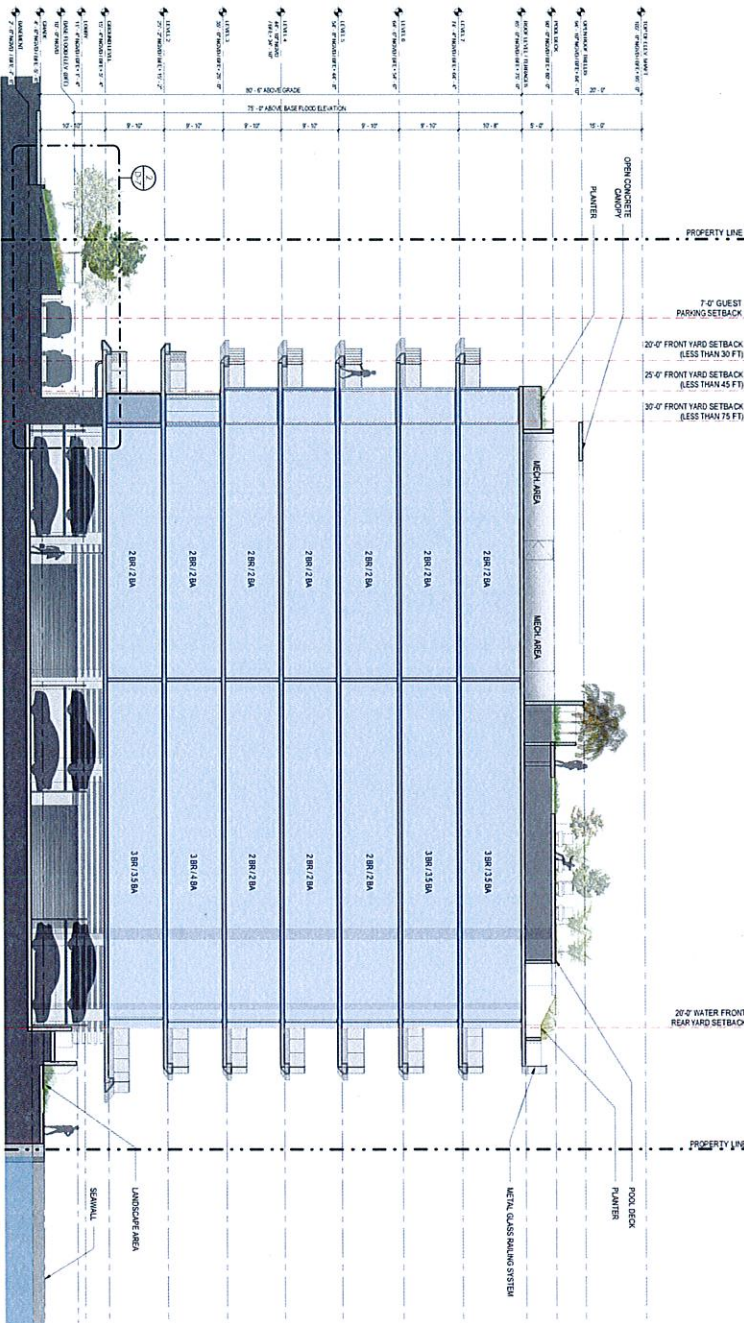
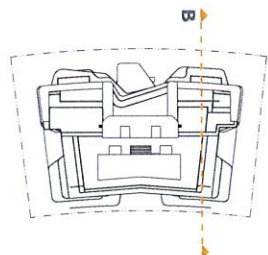
DRIFTWOOD
9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

PROPOSED SECTIONS



2. DETAIL - GUEST PARKING
SCALE 1/4" = 1'-0"

1. KEY PLAN
NTS



B - SECTION
SCALE 1/4" = 1'-0"

PROJECT # 219420547



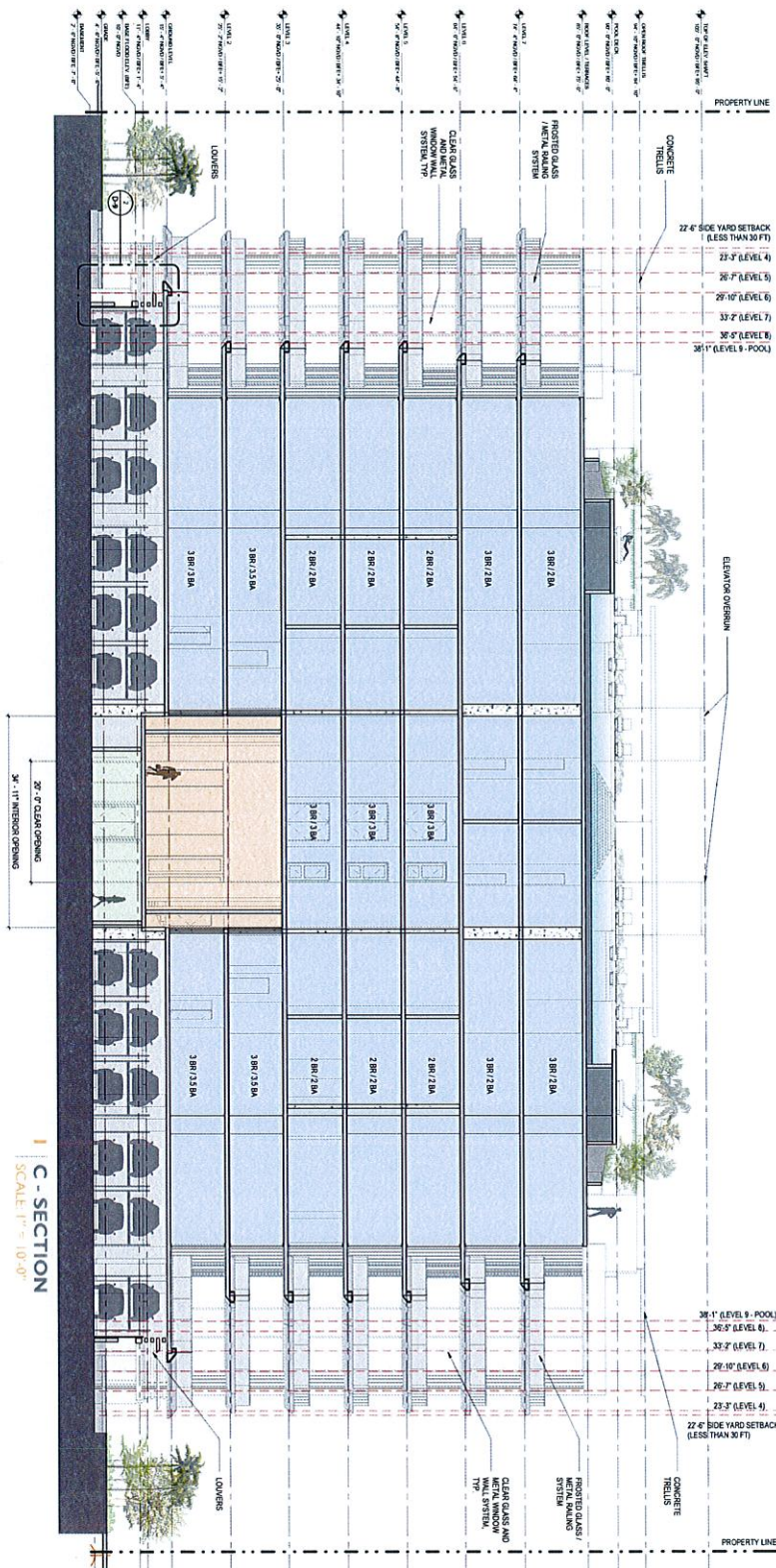
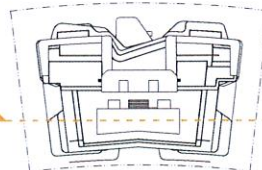
FORNELL STRONG
REVIEWED SUBMITTAL
11/17/2017
12/14/2017
02/22/2018

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KEY PLAN
NTS



RENDERED PERSPECTIVE ILLUSTRATIONS

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E-1: RENDERED PERSPECTIVE ILLUSTRATIONS

- E-2: Perspective View - Water
- E-3: Perspective View - Street
- E-4: Perspective View - Drop off
- E-5: Aerial View - East
- E-6: Aerial View - West



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JOHN S. SIMON
11/7/2017



PERSPECTIVE VIEW - WATER



RENDERED PERSPECTIVE - FROM INDIAN CREEK
SCALE: 1/16"

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JOHN S. SHERMAN
11.17.2017

PERSPECTIVE VIEW - STREET



RENDERED PERSPECTIVE - FROM EAST BAYSHORE DRIVE
SCALE: NTS

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Andrew W. Burnett
LIC#: AR98495

JOHN D. STANTEC
1/11/2017
REVIEWED STANTEC
02/22/2018



PERSPECTIVE VIEW - DROP OFF

RENDERED PERSPECTIVE - DROP OFF
SCALE: NTS

PROJECT # 219420547

E-4

JOHN D. STANTEC
11/17/2017

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AERIAL VIEW - EAST

AERIAL VIEW - EAST
SCALE: NTS



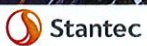
AERIAL VIEW - WEST

AERIAL VIEW - WEST
SCALE NTS

PROJECT # 219420547



JOHN'S SUBMITTAL
11/17/2017
REVISED SUBMITTAL
02/22/2018



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Andrew W. Burnett
Lic#: AR98495

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- L-1: LANDSCAPE PLANS
- L-2: Existing Tree Plan
- L-3: Planting Plan
- L-4: Planting Plan - Rooftop
- L-5: Details, Notes, Specifications

LANDSCAPE PLANS

DRIFTWOOD

9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

dave bodker
landscape architecture / planning inc
601 North Congress Avenue, Suite 105-A
Delray Beach, Florida 33446
T: 561.276.6311
d.bodker@wiggle.com/davebodker

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Andrew W. Burnett
License: AR98495

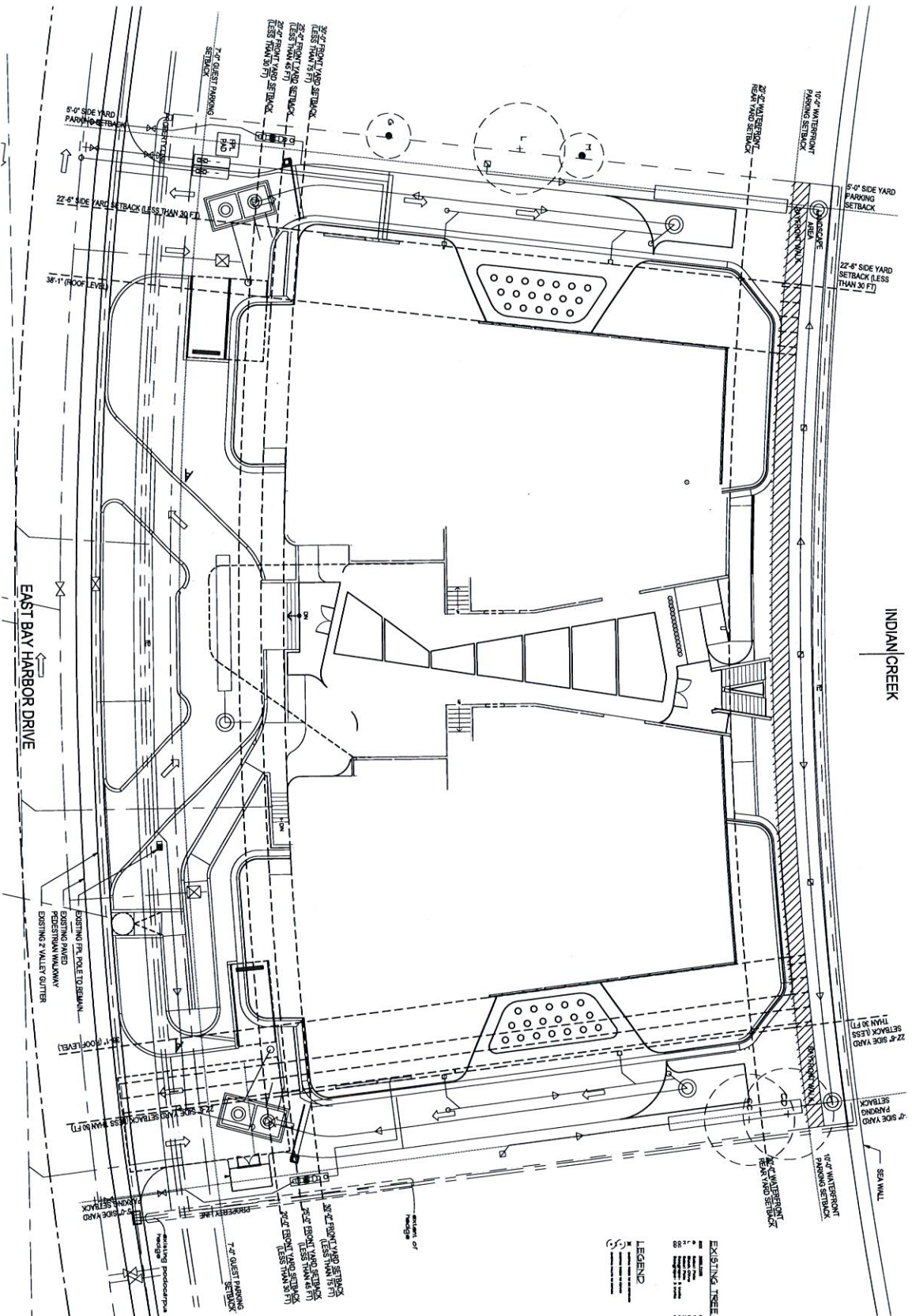
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JOHN S. JAMES III
11.17.2017
KIV/BJ/SJ/AM/TA
02.12.2018

L-1



sheet : 1



PROJECT
driftwood
 bay harbor
 florida

client
 dave booker
 landscape architecture/planning inc.
 601 n. compass ave., suite 102-a
 covey beach, 361-228-4311
 #A000099

existing tree plan
 sheet title

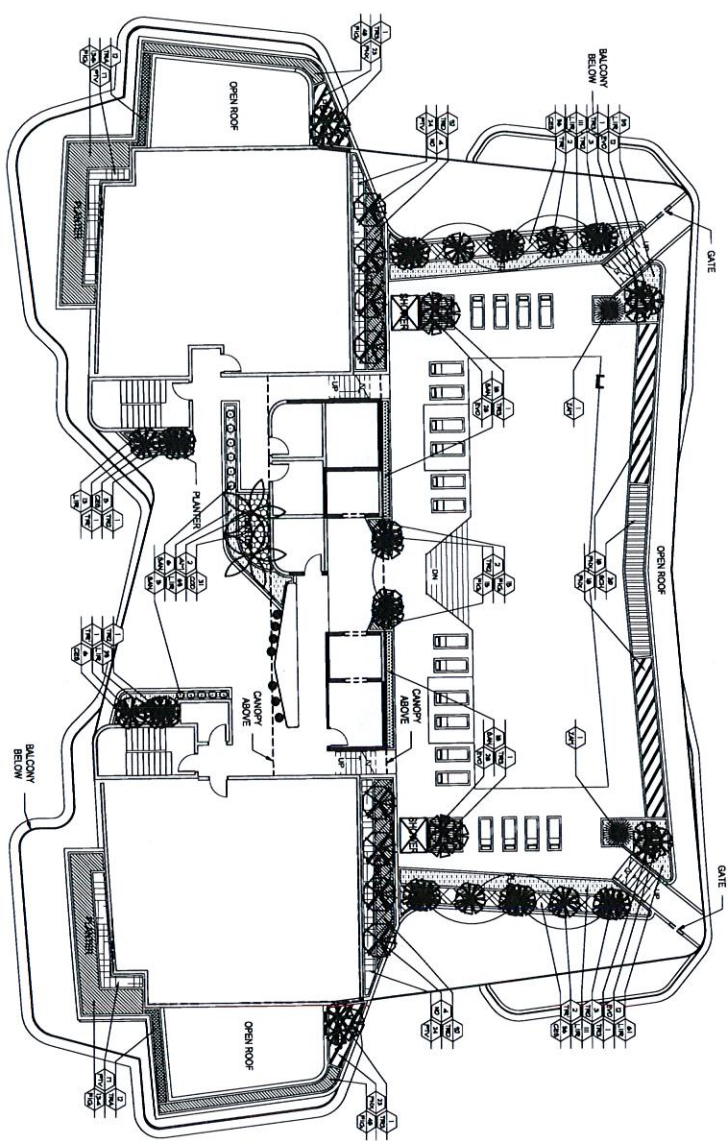
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 date: 10-1-17
 scale: 1"=10'
 drawn by: js
 revised by:

1/2"=1'-0"=17' rev per dsc comments
 2-28-18 rev per p11 comments

2 of 5 sheets

L-2

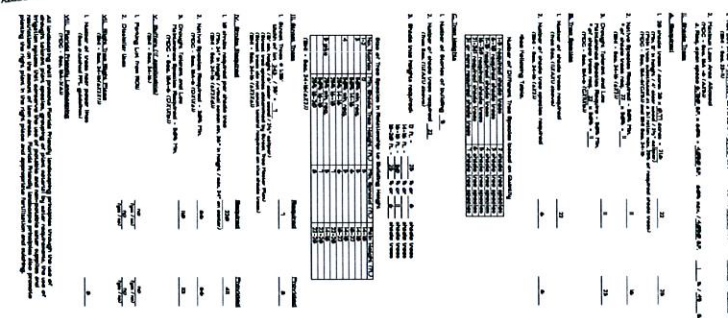
PROPERTY LINE



PLANT LIST - ROOFTOP

NO.	PLANT SPECIES	QUANTITY	NO.	PLANT SPECIES	QUANTITY
1	Plum Tree	1	11	Plum Tree	1
2	Plum Tree	1	12	Plum Tree	1
3	Plum Tree	1	13	Plum Tree	1
4	Plum Tree	1	14	Plum Tree	1
5	Plum Tree	1	15	Plum Tree	1
6	Plum Tree	1	16	Plum Tree	1
7	Plum Tree	1	17	Plum Tree	1
8	Plum Tree	1	18	Plum Tree	1
9	Plum Tree	1	19	Plum Tree	1
10	Plum Tree	1	20	Plum Tree	1
21	Plum Tree	1	22	Plum Tree	1
23	Plum Tree	1	24	Plum Tree	1
25	Plum Tree	1	26	Plum Tree	1
27	Plum Tree	1	28	Plum Tree	1
29	Plum Tree	1	30	Plum Tree	1
31	Plum Tree	1	32	Plum Tree	1
33	Plum Tree	1	34	Plum Tree	1
35	Plum Tree	1	36	Plum Tree	1
37	Plum Tree	1	38	Plum Tree	1
39	Plum Tree	1	40	Plum Tree	1
41	Plum Tree	1	42	Plum Tree	1
43	Plum Tree	1	44	Plum Tree	1
45	Plum Tree	1	46	Plum Tree	1
47	Plum Tree	1	48	Plum Tree	1
49	Plum Tree	1	50	Plum Tree	1
51	Plum Tree	1	52	Plum Tree	1
53	Plum Tree	1	54	Plum Tree	1
55	Plum Tree	1	56	Plum Tree	1
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69	Plum Tree	1	70	Plum Tree	1
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77	Plum Tree	1	78	Plum Tree	1
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83	Plum Tree	1	84	Plum Tree	1
85	Plum Tree	1	86	Plum Tree	1
87	Plum Tree	1	88	Plum Tree	1
89	Plum Tree	1	90	Plum Tree	1
91	Plum Tree	1	92	Plum Tree	1
93	Plum Tree	1	94	Plum Tree	1
95	Plum Tree	1	96	Plum Tree	1
97	Plum Tree	1	98	Plum Tree	1
99	Plum Tree	1	100	Plum Tree	1

PROPERTY LINE



PLANTING plan - rooftop

PROJECT NUMBER	10-2017
DATE	10-2017
DESIGNED BY	20
REVISIONS	



L-4
4 of 5 sheets

TOWN OF DAY HARBOR ISLAND, FLORIDA
LANDSCAPE ARCHITECTURE LEGEND (CROSS-SHEET)

1. PLANTING	2. PLANTING
3. PLANTING	4. PLANTING
5. PLANTING	6. PLANTING
7. PLANTING	8. PLANTING
9. PLANTING	10. PLANTING
11. PLANTING	12. PLANTING
13. PLANTING	14. PLANTING
15. PLANTING	16. PLANTING
17. PLANTING	18. PLANTING
19. PLANTING	20. PLANTING
21. PLANTING	22. PLANTING
23. PLANTING	24. PLANTING
25. PLANTING	26. PLANTING
27. PLANTING	28. PLANTING
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driftwood
bay harbor islands
florida

driftwood
bay harbor islands
florida

[illegible]

1. What is the purpose of the document?
The purpose of this document is to provide a detailed description of the project's objectives, scope, and deliverables, and to serve as a reference for the project team and stakeholders.

2. What are the key objectives of the project?
The key objectives of the project are to develop a new product, increase market share, and improve customer satisfaction.

3. What is the scope of the project?
The scope of the project includes the development of a new product, the implementation of a new marketing strategy, and the improvement of customer service.

4. What are the deliverables of the project?
The deliverables of the project include a new product, a new marketing strategy, and improved customer service.

5. What are the risks of the project?
The risks of the project include the possibility of delays, budget overruns, and the failure to meet the project's objectives.

6. What are the resources of the project?
The resources of the project include the project team, the project budget, and the project timeline.

7. What are the roles and responsibilities of the project team?
The roles and responsibilities of the project team are defined in the project charter and the project plan.

8. What are the communication and reporting requirements of the project?
The communication and reporting requirements of the project are defined in the project charter and the project plan.

9. What are the approval and sign-off requirements of the project?
The approval and sign-off requirements of the project are defined in the project charter and the project plan.

10. What are the next steps of the project?
The next steps of the project are to develop a detailed project plan, to allocate resources, and to begin the implementation of the project.

[illegible][illegible]

1. The following are the names of the people who were involved in the project. (10 points)
2. The following are the names of the people who were involved in the project. (10 points)
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10. The following are the names of the people who were involved in the project. (10 points)

1. (A) The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. (B) The second step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. (C) The third step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed. (D) The fourth step is to implement the plan. This involves putting the plan into action and monitoring the progress of the solution. (E) The fifth step is to evaluate the results. This involves assessing the effectiveness of the solution and determining if further action is needed.

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3. (A) The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. (B) The second step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. (C) The third step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed. (D) The fourth step is to implement the plan. This involves putting the plan into action and monitoring the progress of the solution. (E) The fifth step is to evaluate the results. This involves assessing the effectiveness of the solution and determining if further action is needed.

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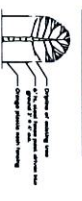
PLANTING DETAILS



Errebo



EXISTING TREE
PROTECTION
BARRIER DETAIL



GENERAL NOTES

[illegible]

project:
driftwood
bay harbor island
florida

dave booker
landscape architecture/planning inc.
601 n. congress ave., suite 105-e
daly ranch, florida 33445
561-276-6311

details, notes,
specifications

project number	2617
date:	10-31-17
scale:	1/8" = 1'-0"
drawn by:	js

L-5
5 of 5 sheets

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a private Transfer of Development Rights (TDR) transaction for four (4) dwelling units from the Congress BHE, LLC (9781 East Bay Harbor Drive) to the Congress Driftwood, LLC (9955 E. Bay Harbor Drive). Enclosed is a copy of the application, site plans and supporting documents.

DESCRIPTION:

On August 1, 2018, the Town Clerk's Office received a Transfer of Development Rights (TDR) application for a private TDR transaction of four (4) dwelling units. The receiving site (Congress Driftwood, LLC) received site plan approval from the Planning & Zoning Board on March 20, 2018 to construct a thirty five (35) unit multi family development.

Donor Site: 9781 East Bay Harbor Drive (Congress BHE, LLC)

Receiving Site: 9927-9955 East Bay Harbor Drive (Congress Driftwood, LLC)

Number of units to be transfer: 4

Price per unit:\$47,5000

All required information was submitted as required by Section 23-22.2 of the Town Code.

Staff recommends that if the Town Council approve for the private TDR Transaction, the Town Attorney prepare a resolution setting forth the Town Council approval and/ or recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. TDR App- donor 9781 EBHD
2. Code Report -9781 EBHD
3. Bldg. TDR Report 1
4. MM report - 9781 EBHD to 9955 EBHD TDRs



BERCOW RADELL FERNANDEZ & LARKIN

ZONING, LAND USE AND ENVIRONMENTAL LAW

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

VIA EMAIL & HAND DELIVERY

July 13, 2018

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

Re: TDR Application - Congress BHE, LLC to Congress Driftwood, LLC for
Approved Site Plan for the Driftwood Project located at 9927 and 9955 East
Bay Harbor Drive, Bay Harbor Island, FL 33154

Dear Mr. Wasson:

This law firm represents Congress Driftwood, LLC (the "Applicant"), the owner of the lots located at 9927 and 9955 East Bay Harbor Drive, Bay Harbor Islands, FL 33154 (collectively the "Property"). The Property is a vacant, waterfront property located northeast of the intersection of 99 Street and East Bay Harbor Drive. The Property overlooks Indian Creek toward Bal Harbour and is zoned Multiple Family Residential (RM-1) District. The purpose of this letter is to request approval of the Transfer of Development Rights ("TDRs"), through a private transfer, for the approved development on the Property.

The Project. On March 20, 2018, the Planning and Zoning Board (PZB) approved the Applicant's site plan for a multi-family residential project, entitled "Driftwood," (the "Project"). Designed by Stantec Architecture, the Project is a 7-story multi-family residential building on top of a partially depressed parking garage, with 35 units and a roof top pool and recreation area. The Project will provide the required number of parking spaces. The height of the building is consistent with the maximum building height of 75 feet.

TDRs. The Property size provides for 26 dwelling units, which means the Project requires 9 TDRs. The Applicant is diligently working to obtain TDRs from multiple sources, and this is one of three applications for private TDRs. This application is for 4 TDRs via a private contract with Congress BHE, LLC, from a

Ronald J. Wasson, Town Manager
July 13, 2018
Page 2

property located at 9781 East Bay Harbor Drive. The Congress BHE, LLC property size allows for 9 dwelling units. A previous owner of the Congress BHE, LLC property obtained approval of a project with 13 units, which required 4 TDRs, and in 2014 the Town Council approved a private transaction for 4 TDRs from 9350 Condominium Association, Inc. See Exhibit A, Resolution No. 2021. Congress BHE, LLC obtained approval of a new 9-unit multifamily development that does not need any TDRs. See Resolution No. 2102 approved on September 20, 2016. Since the donor property no longer needs the 4 TDRs, it is donating them to the Applicant. The Applicant is currently finalizing the transfer of the other 5 TDRs through two private TDR contracts and will submit those applications separately.

The Project satisfies the criteria for approval of TDRs. The proposed development plan design fully complies with the minimum standards set forth in the Town's land development regulations and no variances are needed. The design, height and massing, are compatible with the surrounding area, which contains numerous buildings of similar size. The project's density of 45 units/acre when 70 units/acre are allowed is also compatible with the surrounding Medium-High Density Residential land use through the TDR program.

Summary. Driftwood is a beautifully-designed modern project that is compatible with the surrounding development and will be a welcome addition to the area. 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 do not hesitate to phone my direct line at (305) 377-6236.

Very truly yours,



Matthew Amster

Attachment



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

(For official use only)	
DATE RECEIVED: <u>8/1/18</u>	TDR UNIT COST: \$ <u>47,500.⁰⁰</u>
TDR UNITS REQUESTED <u>4</u>	PROJECT TOTAL UNITS <u>35</u>
APPROVAL DATE: _____	APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Congress Driftwood, LLC.		
Phone (617) 897-7200	e-mail dstratouly@congressgroup.com	Fax ()
Address 33 Arch Street, Suite 1100		
City and State Boston, MA		Zip Code 02110
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Congress Driftwood, LLC.		
Phone (617) 897-7200	e-mail pphilips@congressgroup.com	Fax ()
Address 33 Arch Street, Suite 1100		
City and State Boston, MA		Zip Code 02110
Property Address/Location 9927-9955 E. Bay Harbor Drive, Bay Harbor Island, FL 33154		
Legal Description: LOT(S) 19, 20, & 21 BLOCK 4		
Folio Number 13-2227-001-0960 & 13-2227-001-0970	Current Zoning RM-1	
Property size .775 acres	Purchase date 2016	
Existing use of the property Vacant & multifamily residential		
Describe Existing Structure on Property 4 Dwelling Units, 3,998 sq. ft., (a two-story apartment complex)		
Dwelling units to be received 4		
Total Dwelling units including TDR 35		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 3/20/2018

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 Congress BHE, LLC.		
Phone (617) 897-7200	e-mail dstratouly@congressgroup.com	Fax ()
Address 33 Arch Street, Suite 1100		
City and State Boston, MA		Zip Code 02110
Property Address/Location 9781 E. Bay Harbor Drive, Bay Harbor Island, FL 33154		
Legal Description: LOT(S) 28 BLOCK 4		
Folio Number 13-2227-001-1040	Current Zoning RM-1	Year built
Property size 11,250 sq. ft. (.238 acres)	Purchase date 2016	
Existing use of the property Vacant		
Describe Existing Structure on Property N/A		
Dwelling units to be transferred to TDR Bank 4		
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 Delta Mapping and Surveying, Inc. (Receiver)		
Address 13301 SW 132 Avenue, Suite 117, Miami, FL 33188		
Phone (786) 429-1024	e-mail Deltamapping@gmail.com	Fax (786) 592-1152

Name of Surveyor John Ibarra & Assoc. Inc. (Donor)		
Address 777 NW 72 Avenue, Suite 3025, Miami, FL 33128		
Phone (305) 262-0400	e-mail	Fax (305) 262-0401

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

Congress Driftwood, LLC

Signature of Owner (Applicant)

7/9/18

Date

Signature of Owner (Co-Applicant)

Date

THE COMMONWEALTH OF MASSACHUSETTS
STATE OF FLORIDA
COUNTY OF MIAMI-DADE SUFFOLK

The foregoing instrument was acknowledged before me this 9th day of July, 20 18,
by Dean F. Stratouly, Principal Executive of Congress M&H Partners LLC on behalf of
Congress Driftwood LLC, a Florida (corporation) (partnership) (Other:
Delaware limited liability company.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath sign on the preceding document and acknowledged to me that he signed
it voluntarily for its stated purpose as aforesaid.

My Commission Expires: April 12, 2024

Notary Public, State of Florida

Print Name: KIM M. RUBIN

DONOR SITE

Congress BHN, LLC

Signature of Owner (Applicant)

7/9/18

Date

Signature of Owner (Co-Applicant)

Date

THE COMMONWEALTH OF MASSACHUSETTS
STATE OF FLORIDA
COUNTY OF MIAMI-DADE SUFFOLK

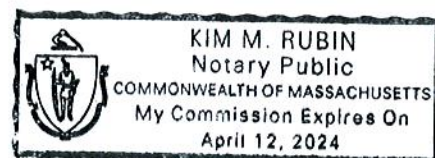
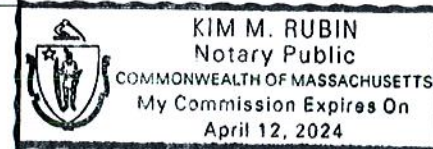
The foregoing instrument was acknowledged before me this 9th day of July, 20 18,
by Dean F. Stratouly, Principal Executive of Congress M&H Partners LLC on behalf of
Congress BHN LLC, a Florida (corporation) (partnership) (Other:
Delaware limited liability company) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath sign on the preceding document and acknowledged to me that he signed
it voluntarily for its stated purpose as aforesaid.

My Commission Expires: April 12, 2024

Notary Public, State of Florida

Print Name: KIM M. RUBIN

* manager of Congress M&H
Bay Harbor Holdings LLC,
manager of Congress Bay
Harbor Holdings LLC, sole
member



RESOLUTION NO. 2145- 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 DRIFTWOOD PROJECT LOCATED AT 9955 EAST BAY HARBOR DRIVE.

WHEREAS, on November 27, 2017, Congress Driftwood, LLC (hereinafter the "Applicant"), filed an initial application for site plan approval. On February 22, 2018, Applicant submitted a revised site plan for a thirty-five (35) unit condominium building consisting of one (1) level of basement parking and seven (7) stories of habitable units thereupon located at 9955-9927 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20 and 21 of Block 4, "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 "Project" or "Site Plan"); and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Sections 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances (hereinafter the "Code"); and

WHEREAS, on March 20, 2018 the Town's Planning and Zoning Board approved the Site Plan, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) 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 of 5-23.1 and 23-11(B1)(6) of the Code and approves the Site Plan submitted February 22, 2018, 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 submitted on February 22, 2018. Any modifications thereto shall require approval from staff and/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. The Project is required to obtain nine (9) 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.
- E. Applicant shall submit final working plans within 365 days after the Effective date of this Resolution, unless extended by the Town Manager, or his or her 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 or her 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 adjoining the Project shall be relocated underground during the redevelopment of the site or infrastructure necessary for the Project to connect to the undergrounding of the utility service facilities, at the sole expense of the Applicant, pursuant to Section 18-22 of the Code.
- G. A Unity of Title acceptable in form by the Town Attorney is required to be recorded to legally combine the three (3) lots. Proof of recording the Unity of Title is required prior to the issuance of Building Permits.
- H. Applicant shall comply with the exterior lighting requirements of the Code, including Section 10-1.
- I. No coconut palms shall be planted on the roof level. Rather, palm trees with no fruit shall be planted.
- J. The Applicant shall dedicate an easement to the Town for the drainage pipe, the width of such drain pipe shall be approved by the Town Engineer.
- K. All transformers, backflow preventers, and exposed facilities shall be screened and hidden with landscaping and painted fences to match.

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.

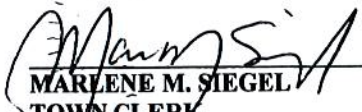
6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED this 20th day of March, 2018.

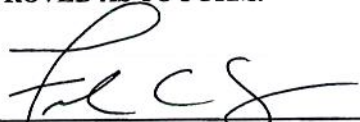
**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

By: 
STEVEN HURWITZ
CHAIR PERSON

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM:


FRANK C. SIMONE, ESQ.,
ASSISTANT TOWN ATTORNEY

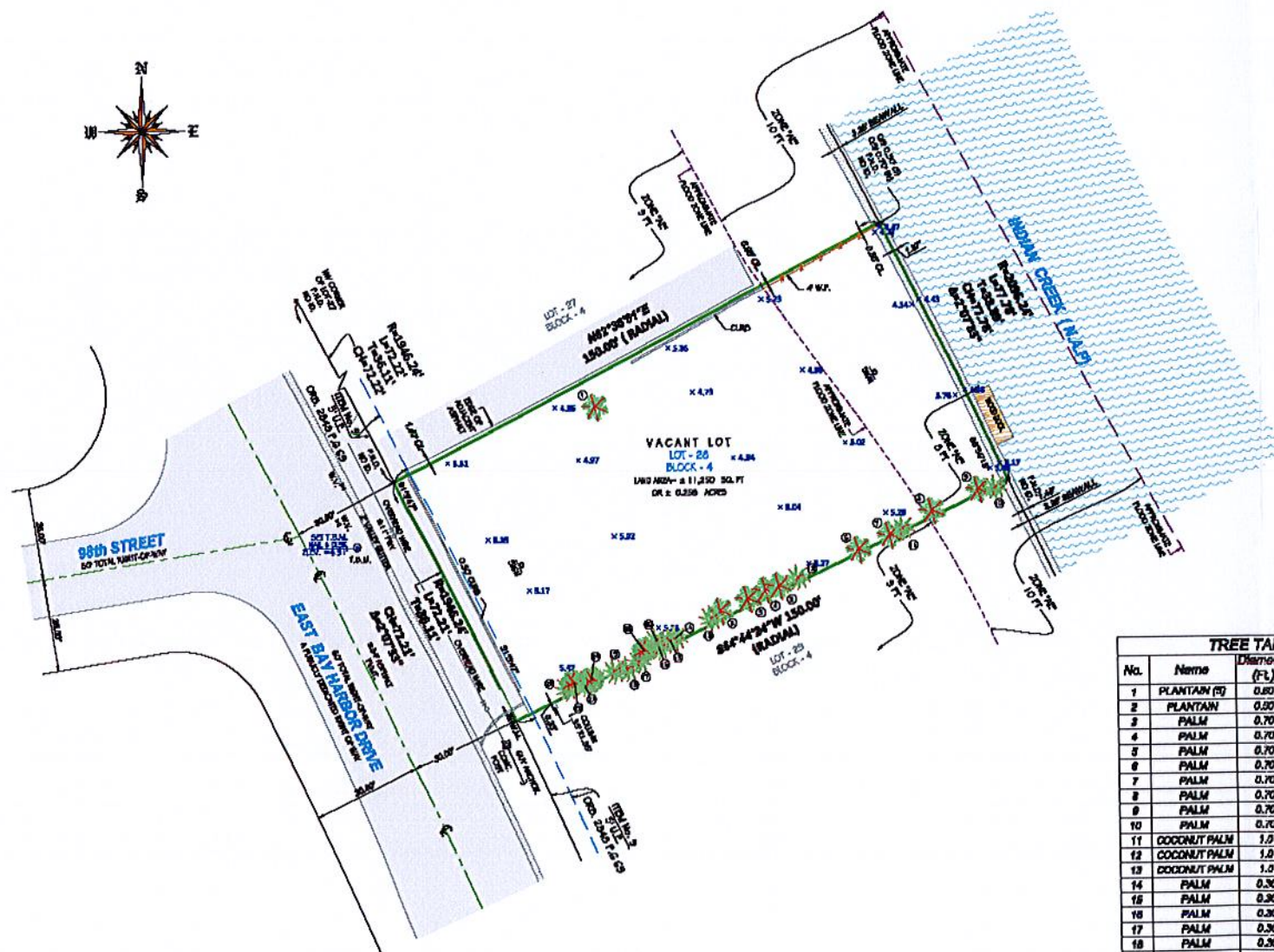


GRAPHIC SCALE

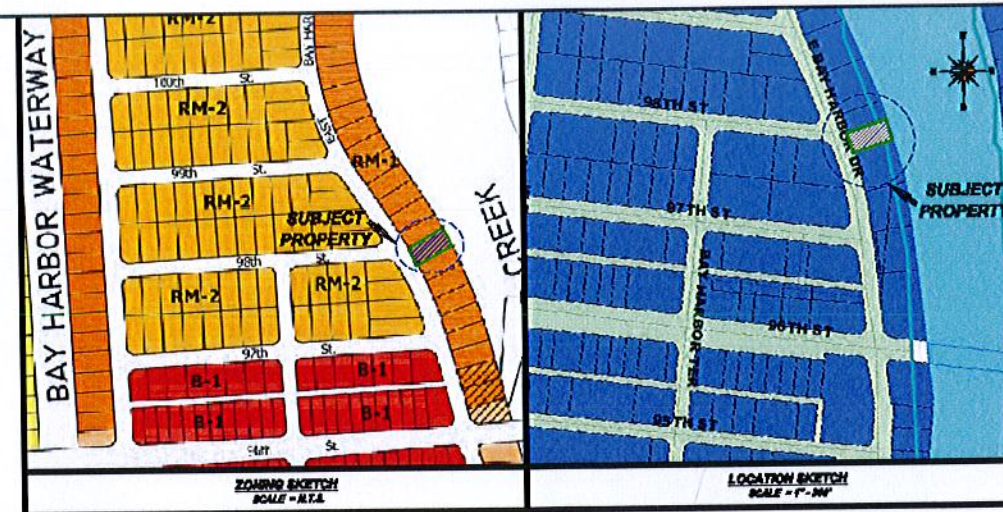
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(IN FEET)

1 INCH = 20 FEET



No.	Name	Diameter (Ft.)	Height (Ft.)	Spread (Ft.)
1	PLANTAIN (F)	0.80	30	8
2	PLANTAIN	0.50	20	5
3	PALM	0.70	20	10
4	PALM	0.70	20	10
5	PALM	0.70	20	10
6	PALM	0.70	20	10
7	PALM	0.70	20	10
8	PALM	0.70	20	10
9	PALM	0.70	20	10
10	PALM	0.70	30	10
11	COCONUT PALM	1.0	30	10
12	COCONUT PALM	1.0	30	10
13	COCONUT PALM	1.0	30	10
14	PALM	0.30	8	4
15	PALM	0.30	8	4
16	PALM	0.30	8	4
17	PALM	0.30	8	4
18	PALM	0.30	8	4
19	PALM	0.30	8	4
20	PALM	0.35	25	5
21	PALM	0.35	25	5
22	PALM	0.35	25	5
23	FICUS	0.45	20	12
24	FICUS	0.45	20	12
25	FICUS	0.45	30	12



ABBREVIATIONS

SURVIVOR'S CERTIFICATE

51. THE PORTLAND UNDEPARTED AREA FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT AFFECT THE ALLOWABLE PORTLAND TOLERANCE;

52. THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE SURVEYING ANGLES, DISTANCE AND EXCISE MEASUREMENTS FOR SURVEYS MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR A TENSILE LAND TITLE SURVEY; OR

[illegible]

FIGURE 10-10
FIGURE 10-11
FIGURE 10-12

4. THE PROPERTY HAS DIRECT ACCESS TO AND FROM PUBLICLY USED AND MAINTAINED STREETS OR HIGHWAYS ADJOINING EAST ON HANCOCK CKE

4. MUNICIPAL WATER, MUNICIPAL STORM SEWER AND MUNICIPAL SANITARY FACILITIES, TELEPHONE, AND ELECTRIC SERVICES OF PUBLIC UTILITIES ARE AVAILABLE AT THE BOUNDARY OF THE PROPERTY IN THE LOCATION AS SHOWN

3. THE SUBJECT PROPERTY ISOR NEIVE ALIGNED PROPERTY FOR VEHICLE SURFACCE GRADIN GE STRUCTURE, VEHICLE WATER COUNTER, UTILITIES, STRUCTURAL SUPPORT OR INGRESS & EGRESS.

6. THIS PROPERTY IS CONSIDERED AT RISK BECAUSE IT IS IN THE FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, TO THE PROPERTY LINE WITHIN ZONE "A" AND ZONE "B" OF THE FLOOD INSURANCE RATE MAP DESIGNATED AS COMMUNITY NO. 00057 PANEL NO. 0004, MAPPER 1, AND WITHIN A BANK FLOOD OF 2 FEET AND 10 FEET, BEARING AN IMPROVED DATE OF COMPLETION.

IV. THERE ARE NO REGULAR PARKING SPACES AND NO IMPROVED HANDICAPPED

16. THE PARTIES LISTED ABOVE AND THEIR SUCCESSORS AND ASSIGNS ARE TO HOLD THE PREMISES IN TRUST FOR THE BENEFIT OF THE CHILDREN OF AN NEWMAN, THERE AND

16. THE HIGHEST PART OF ROOF HAS AN ELEVATION OF 88.10 HIGHER LOT.

16. THERE IS NO VISIBLE DISPOSED EVIDENCE OF CURRENT SMOKE MACHINES WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

17. THERE IS NO VISIBLE DISPOSED EVIDENCE OF BITE MARK AS A SOLID WHITE DUMP, GRIP OR SHOOTY LANDFILL.

LEADS

- ✓ **ARMED AND DANGEROUS**
- ✓ **ARMED AND DANGEROUS**
- ✓ **ARMED AND DANGEROUS**
- ✓ **ARMED AND DANGEROUS**
- ✓ **ARMED AND DANGEROUS**

[illegible]

**LADDER CAPITAL FINANCE LLC,
A DELAWARE LIMITED LIABILITY COMPANY
9781 E BAY HARBOR DR, BAL HARBOR, FL 33154**

BASED UPON TITLE COMMITMENT FAST FILE NUMBER : 1082-0650548
AGENT FILE NO. 36384-0008,
OF FIRST AMERICAN TITLE INSURANCE COMPANY
REAPPLIES AN EFFECTIVE DATE OF DECEMBER 9, 2018 AT 2:50 A.M.

[illegible]

13/21/2018

DATE OF SURVEY: _____
 YOUR NO.: 8779 STATE OF FLORIDA (NOT VALID WITHOUT THE SIGNATURE AND
 SEAL OF THE SURVEYOR AND MAPPER).
 THIS SURVEY OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED

IN WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL ACCOUNTANTS, AND THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 480, FLORIDA STATUTES.

DONOR

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF
MIAMI-DADE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

LOT 46, BLOCK 4, BAY HARBOR ISLANDS, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 46, AT PAGE 6, OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA.

LEGAL NOTICE TO ACCOMPANY SWITCH OF JURISDICTION:[illegible]**TITLE COMMITMENT NOTES:**

THAT I HAVE PERFORMED THE OBLIGATION AND ALL ITEMS ARE PAYING ON THE SURVEY.
THE TEXAS INCOME HERE FORTH ARE PER SCHEDULE B-1 OF FIRST AMERICAN
TITLE INSURANCE COMPANY COMMENTS FIRST FILE NUMBER 1000-20000,
JANUARY 18, 1980, 1000-20000, DATED DECEMBER 1, 1981 AT 1:00 A.M.

ITEM NO. 9 AGREEMENT FOR VOUCHERS PREPARED IN DISCLOSURE OF
INVESTIGATIONS, RECORDED APRIL 16, 1976, IN BOOK 800, PAGE 17, IN
PARTS UNDER WHICH WERE ASSIGNED TO AMERICAN MOTORS AND SALES
DEPARTMENT CHAIRMAN, A FLORIDA CORPORATION, BY ASSIGNMENT, RECORDED
MAY 19, 1977, IN OFFICIAL RECORDS BOOK NO. 84, PAGE 1507, AS AFFECTED
BY MOTIVE TO EXTEND, RECORDED APRIL 16, 1976, IN OFFICIAL RECORDS BOOK
NO. 84, PAGE 803. DOES AFFIRM THAT PROSECUTION FROM SHOWN ON SUBJECT

Project Address:
8781 E. BAY HARBOR DR., BAL HARBOR, FL. 33154

Project Location: MIAMI-DADE COUNTY
SECTION 28, 27, 34 & 35,
TOWNSHIP 22 SOUTH, RANGE 42 EAST

Folio No.: 13-2227-045-0010

Job Number: 15-004471-5

777 N.W. 72nd AVENUE SUITE 3025
MIAMI, FLORIDA 33128
TELEPHONE (305) 282-0400 FAX (305) 282-0401
www.barnhindsurvey.com

**John Ibarra
And Assoc., Inc.**
LAND SURVEYORS



NEW WALK-OUT-THE-MARKET AND THE CRIMINAL MIND

CFN: 20160050877 BOOK 29939 PAGE 305
DATE: 01/27/2016 10:09:30 AM
DEED DOC 28,500.00
SURTAX 21,375.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Instrument Prepared by:
Corey E. Hoffman, P.A.
3250 Mary St., Suite 303
Coconut Grove, FL 33133
File No: 32078 Melody Manor

Return to:
Snyder Groisman, P.A.
21500 Biscayne Blvd., Ste 401
Aventura, FL 33180
File: 15-1287

DONOR

This section for recording only

WARRANTY DEED

This **WARRANTY DEED** made the 11 day of January, 2016 by **Beau Rivage, LLC, a Florida limited liability company**, whose post office address is c/o 3250 Mary Street, Suite 303, Coconut Grove, FL 33133 hereinafter called "grantor", to **Congress BHE LLC, a Delaware limited liability company** post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 hereinafter called "grantee";

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in **MIAMI-DADE County, Florida**, to wit:

Unit No. 1, 2, 3, 4, 5, and 6, MELODY MANOR CONDOMINIUM, according to the Declaration of Condominium thereof recorded in Official Records Book 8362, Page 693, and any amendments thereto, of the Public Records of Miami-Dade County, Florida, together with an undivided share in the common elements appurtenant thereto.

Property address: 9781 E. Bay Harbor Drive, Bay Island, FL 33154

Parcel ID/Folio Number:

**13-2227-048-0010 (Unit 1); 13-2227-048-0040 (Unit 2); 13-2227-048-0020 (Unit 3);
13-2227-048-0050 (Unit 4); 13-2227-048-0030 (Unit 5); 13-2227-048-0060 (Unit 6)**

TOGETHER WITH any and all structures and improvements thereon; the foregoing property expressly includes those certain development rights appurtenant thereto as described in that certain Warranty Deed dated July 24, 2014, recorded August 12, 2014, in Official Records Book 29267, at Pages 3883-3884, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH any and all tenements, hereditaments and appurtenances pertaining thereto.

TO HAVE AND TO HOLD, the same in fee simple forever.

The foregoing property expressly includes those certain development rights appurtenant thereto as described in that certain Warranty Deed dated July 24, 2014, recorded August 12, 2014, in Official Records Book 29267, at Pages 3883-3884, of the Public Records of Miami-Dade County, Florida.

Subject to the matters listed in Exhibit "A" attached hereto and incorporated herein by through reference (the "Permitted Exceptions").

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good rights and lawful authority to sell and convey said land; that subject to only the Permitted Exceptions, the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, other than the Permitted Exceptions.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Corey E. Hoffman
Witness Signature

Corey E. Hoffman
Witness/Print

Christina Edwards
Witness Signature

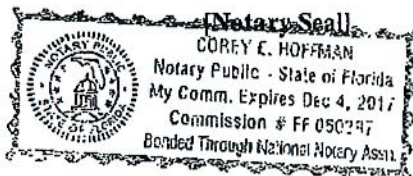
Christina Edwards
Witness/Print

Beau Rivage, LLC, a Florida limited liability company

By Jean Pierre Fargeon, as Sole Manager and Sole Member

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

I HEREBY CERTIFY that on this 11 day of January, 2016, before me, an officer duly authorized in the aforesaid State and County, to take acknowledgments, personally appeared **Jean Pierre Fargeon as Sole Manager and Sole Member of Beau Rivage, LLC, a Florida limited liability company**, who, after being placed under oath, swore to and acknowledged the foregoing instrument. Affiant is personally known to me or has presented _____ for identification purposes.



Corey E. Hoffman
Notary Public

EXHIBIT "A"

Permitted Exceptions

1. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.
2. Terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements, contained in the Declaration of Condominium of MELODY MANOR CONDOMINIUM, and all Exhibits annexed thereto, including all amendments and modifications thereto, recorded in Official Records Book 8362, Page 693 of the Public Records of Miami-Dade County, Florida.
3. Easement for utilities reserved in Declaration of Restrictions covering Bay Harbor Island recorded in Deed Book 2848, Page 69, of the Public Records of Miami-Dade County, Florida.

MELODY MANOR CONDOMINIUM ASSOCIATION, INC.

CERTIFICATE OF APPROVAL OF SALE OR TRANSFER

WHEREAS, MELODY MANOR CONDOMINIUM (the "Condominium") consists of six condominium units more particularly described as Unit Nos. 1, 2, 3, 4, 5, and 6, MELODY MANOR CONDOMINIUM, according to the Declaration of Condominium thereof recorded in Official Records Book 8362, Page 693, and any amendments thereto, of the Public Records of Miami-Dade County, Florida (the "Declaration"), together with an undivided share in the common elements appurtenant thereto (the "Units");

WHEREAS, Melody Manor Condominium Association, Inc., a Florida corporation not-for-profit (the "Association"), was formed to act as the condominium association under the Declaration;

WHEREAS, the Association was dissolved on October 4, 2002, and has been inactive and defunct since such date; and

WHEREAS, Beau Rivage LLC, a Florida limited liability company ("Seller"), has owned all of the Units since February 2, 2005, and has been performing the functions that otherwise would have been performed by the Association pursuant to the Declaration.

NOW, THEREFORE, to the extent required by the Declaration, Seller, for and on behalf of the Association and itself, as sole unit owner in the Condominium, hereby approves the sale, conveyance and transfer of the Units from Seller to Congress BHE, LLC, a Delaware limited liability company.

Approved this 11 day of January, 2016.

Beau Rivage LLC,
a Florida limited liability company,
for and on behalf of Melody Manor Condominium
Association, Inc., a dissolved Florida corporation not-
for-profit, and itself, as sole unit owner in the
Condominium

By

Jean Pierre Fargeon
Sole Manager and Sole Member
of Beau Rivage LLC

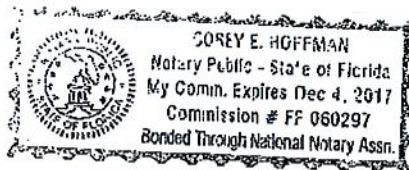
(NOTARY ACKNOWLEDGMENT IS ON THE FOLLOWING PAGE.)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Jean Pierre Fargeon to me known to be the person(s) described in and who executed the foregoing instrument as the Sole Manager and Sole Member of Beau Rivage LLC, a Florida limited liability company, and that he acknowledged before me that he executed such instrument in such capacity.

WITNESS my hand official seal in the County and State last aforesaid this 11 day of January, 2015.

My Commission Expires:

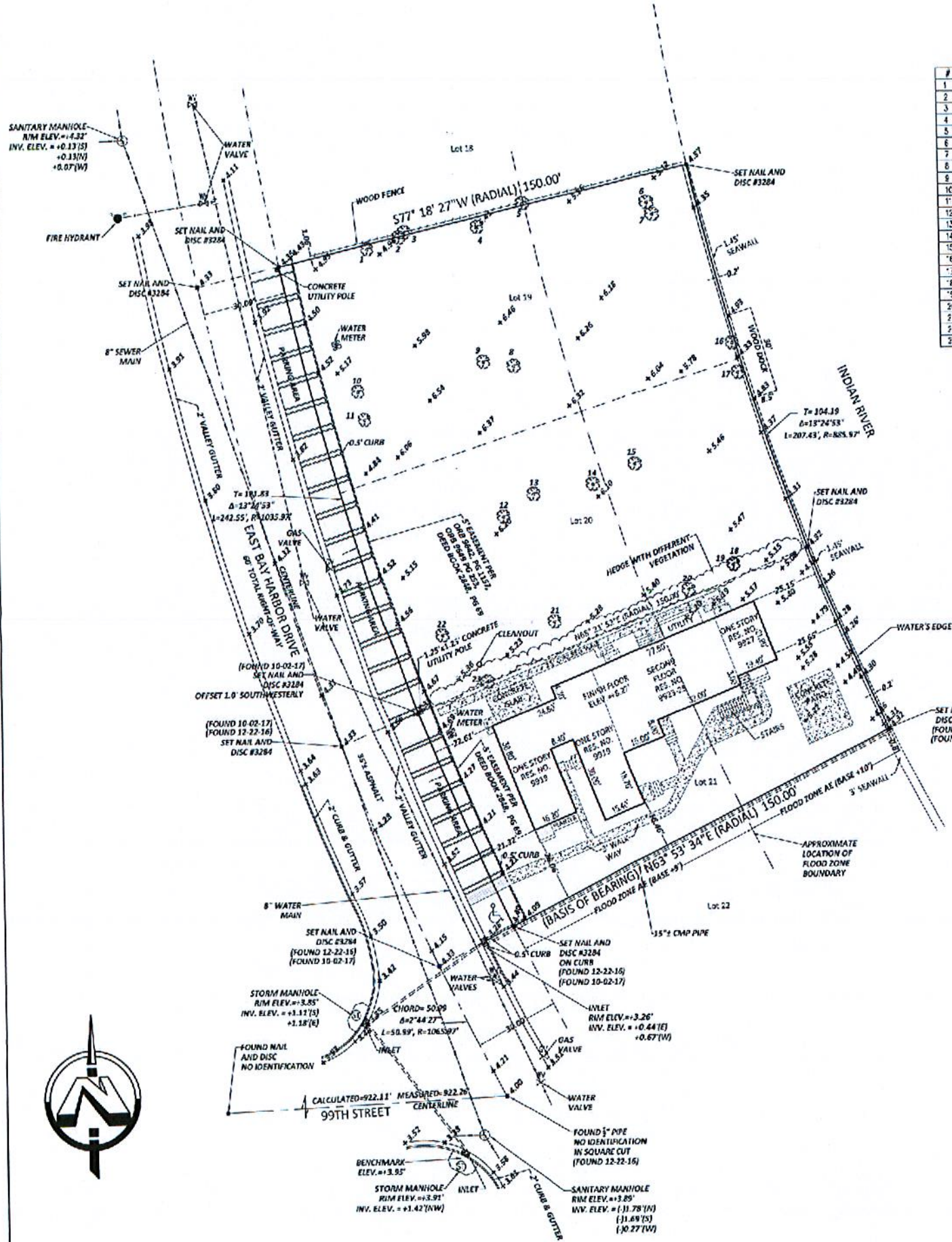


Corey E. Hoffman
NOTARY PUBLIC

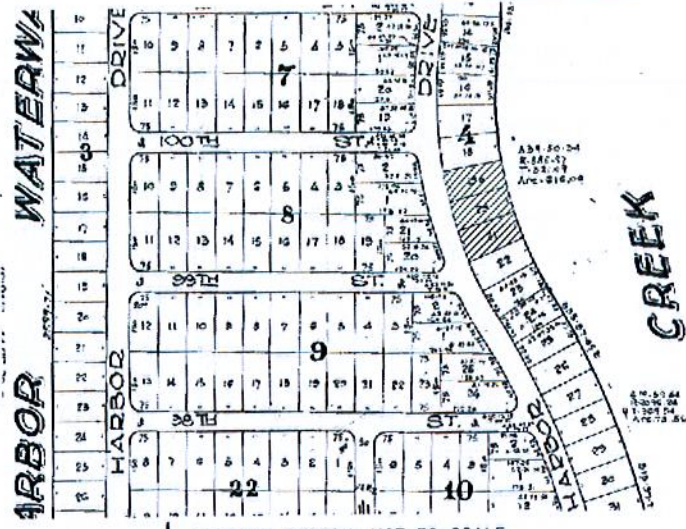
personally known ID produced

BOUNDARY SURVEY

RECEIVER



#	TREE NAME	SCIENTIFIC NAME	DIAMETER	HEIGHT	SPREAD
1	CLUSTER 8 ALEXANDRA PALM	MONOTROPIS ALEXANDRA	4	25	7
2	PALMETTO PALM	SABAL PALMETTO	12	25	15
3	CLUSTER 8 ALEXANDRA PALM	MONOTROPIS ALEXANDRA	4	25	7
4	RACK CLUS	EXOMA BUCERAS	26	40	40
5	PALMETTO PALM	SABAL PALMETTO	12	25	15
6	ALEXANDRA PALM	MONOTROPIS ALEXANDRA	4	25	7
7	UMBRELLA PALM	CYPERUS ALTERNIFOLIUS	80	30	20
8	CLUSTER 8 ALEXANDRA PALM	MONOTROPIS ALEXANDRA	12	25	10
9	CLUSTER 8 ALEXANDRA PALM	MONOTROPIS ALEXANDRA	6	25	7
10	CLUSTER 8 ALEXANDRA PALM	MONOTROPIS ALEXANDRA	6	25	7
11	CLUSTER 8 ALEXANDRA PALM	MONOTROPIS ALEXANDRA	4	25	7
12	UMBRELLA PALM	CYPERUS ALTERNIFOLIUS	30	40	20
13	CLUSTER 8 ALEXANDRA PALM	MONOTROPIS ALEXANDRA	4	25	7
14	UMBRELLA PALM	CYPERUS ALTERNIFOLIUS	35	35	15
15	CLUSTER 8 ALEXANDRA PALM	MONOTROPIS ALEXANDRA	4	25	7
16	PALMETTO PALM	SABAL PALMETTO	10	8	5
17	PALMETTO PALM	SABAL PALMETTO	10	8	5
18	UMBRELLA PALM	CYPERUS ALTERNIFOLIUS	20	30	15
19	PALMETTO PALM	SABAL PALMETTO	8	8	15
20	PALMETTO PALM	SABAL PALMETTO	8	8	15
21	CLUSTER 8 ALEXANDRA PALM	MONOTROPIS ALEXANDRA	6	25	7
22	CLUSTER 8 ALEXANDRA PALM	MONOTROPIS ALEXANDRA	6	25	7
23	UMBRELLA PALM	CYPERUS ALTERNIFOLIUS	25	25	30



LEGAL DESCRIPTION: Lots 19 and 20, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46 of Page 5, of the Public Records of Miami-Dade County, Florida. (folio no. 13-2227-001-0950)

TOGETHER WITH: Lot 21, Block 4, 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. (folio no. 13-2227-001-0970)

SURVEY FOR: CONGRESS DRIFTWOOD, LLC 8927-8935 E. BAY HARBOR DRIVE BAY HARBOR ISLAND, FL 33154

I HEREBY CERTIFY: That the BOUNDARY SURVEY of the above captioned property was completed under my supervision and/or direction, to the best of my knowledge and belief. This survey meets or exceeds the Standards of Practice set forth by the Florida Board of Land Surveyors in Chapter 51-17 Florida Administrative Code. Pursuant to Section 472.027, Florida Statutes.

DELTA MAPPING AND SURVEYING, INC. 13301 SW 132 AVENUE, SUITE 117 MIAMI, FLORIDA 33186
WALTER F. PAST, DATE SIGNED: 10-02-2017
PROFESSIONAL SURVEYOR AND MAPPER, NO. 87204
STATE OF FLORIDA
CERTIFICATE OF AUTHORIZATION
L.R. NO. 7950
STATE OF FLORIDA
786-478-1024
FAX: 786-592-1152

1) FLOOD ZONE: AS BASE: +10' PANEL NO. 1206501241
COMMUNITY NO. 120637 DATE OF MAP: 9-11-09
2) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
3) EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING PROPERTY
4) 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
5) LOCATION AND IDENTIFICATION OF UTILITIES, IF ANY ARE SHOWN IN ACCORDANCE WITH RECORDED PLAT
6) OWNERSHIP IS SUBJECT TO OPINION OF TITLE
7) TYPE OF SURVEY: BOUNDARY SURVEY
8) THE HEREIN CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE SHOWN LEGAL DESCRIPTION: PROVIDED BY CLIENT
9) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID AND FOR REFERENCE ONLY, UNLESS SIGNED AND SEALED WITH THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
10) THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTIES
11) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON. CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.
12) THE SURVEYOR OF RECORD DOES NOT DETERMINE OWNERSHIP OF FENCES. MEASUREMENTS SHOWN HEREON DEPICT PHYSICAL LOCATION OF FENCE
13) ACCURACY: THE EXPECTED USE OF LAND AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (51-17 FAC) IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THE TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT
14) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
15) NO ATTEMPT HAS BEEN MADE TO LOCATE ANY FOUNDATION BENEATH THE SURFACE OF THE GROUND.
16) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.
17) 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

IF ELEVATIONS ARE SHOWN, THEY ARE BASED ON A CLOSED LEVEL LOOP USING THIRD ORDER PROCEDURE AND ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
+0.0 DENOTES EXISTING ELEVATION
ELEVATION REFERS TO THE NATIONAL GEODETIC VERTICAL DATUM OF MEAN SEA LEVEL OF 1929
BENCHMARK: 5-243 ELEVATION: +31.77'
LOCATOR INDEX: 2225

BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF NORTH 83 DEGREES 53 SECONDS 34 MINUTES EAST FOR THE SOUTHERLY LINE OF LOT 21

FIELD SURVEY DATE: 9-29-17 SCALE: 1" = 20' DRAWN BY: M.G.
DRAWING DATE: 10-2-17 FB: SKETCH DRAWING NO.: 17-0802

BOUNDARY SURVEY

Delta Mapping and Surveying, Inc.
13301 SW 132 AVENUE, SUITE 117 MIAMI FL 33186
PHONE: (786) 428-1024 E-MAIL: DELTAMAPPING@GMAIL.COM

Surveyors
Land Planners
& Mappers

DATE: 10-02-2017
SCALE: 1" = 20'
DRAWN BY: M.G.
DRAWING NO: 07-0402
SHEET NO. 1 OF 1

SEAL

Prepared by and return to:
Rosemarie Bacallao, Esq.

Fromberg, Perlow & Kornik, P.A.
20295 N.E. 29 Place Suite 200
Aventura, FL 33180
305-933-2000
File Number: 7864.023
Will Call No.:

RECEIVER

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 25th day of January, 2016 between Bruder Enterprises, Inc., a Florida corporation whose post office address is 9601 Collins Avenue, Unit 1206, Bal Harbour, FL 33154, grantor, and Congress Driftwood LLC, a Delaware limited liability company whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Lots 19 and 20, Block 4, Bay Harbor Island, according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida

Parcel Identification Number: 13 2227 001 0960

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, specifically including, the matters listed in Exhibit "A", attached hereto and incorporated herein by this reference (the "Permitted Exceptions"), however this shall not serve to reimpose same.

~~Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining~~

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except the Permitted Exceptions.

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: Rosemarie Bacallao

Bruder Enterprises, Inc., a Florida corporation

By: Genia Bruder

Genia Bruder, President

(Corporate Seal)

Witness Name: Stephanie Bruder

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 25th day of January, 2016 by Genia Bruder, President of Bruder Enterprises, Inc., a Florida corporation, on behalf of the corporation. She [X] is personally known to me or [] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Rosemarie Bacallao

My Commission Expires: _____



ROSEMARIE BACALLAO
MY COMMISSION # FF 086200
EXPIRES: January 26, 2018
Bonded Thru Budget Notary Services

Exhibit "A"

PERMITTED EXCEPTIONS

1. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
2. All matters contained on the Plat of Bay Harbor Islands, recorded in Plat Book 46, Page 5, of the Public Records of Dade County, Florida.

CFN: 20160311182 BOOK 30090 PAGE 4453
DATE: 05/26/2016 11:19:12 AM
DEED DOC 7,383.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shults & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0010

WARRANTY DEED

THIS INDENTURE, made this 17th day of May, 2016, by Thomas J. Telesco and Lyn M. Telesco, husband and wife, whose mailing address is 9925 East Bay Harbor Drive, Bay Harbor Islands, FL 33154, ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9919 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

MIADOC5 12729232 1 39354.0008

CFN: 20160311182 BOOK 30090 PAGE 4454

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Print Name: WADE D JONES
 Print Name: WUB GARCIA
 Print Name: WADE D JONES
 Print Name: WUB GARCIA

GRANTOR:

Thomas J. Telesco
 THOMAS J. TELESKO

Lyn M. Telesco
 LYN M. TELESKO

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

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas J. Telesco and Lyn M. Telesco, who (X) are personally known to me.

[Signature]
 Notary Public, State of Florida
 Name: Samir Morale
 (affix notary seal)



MIADOCs 12729232 | 39154.0008

2

CFN: 20160311182 BOOK 30090 PAGE 4455

EXHIBIT "A"

Permitted Exceptions

1. Easement for utilities reserved in Declaration of Restrictions, recorded May 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCS 12729232 1 39354.0008

CFN: 20160311182 BOOK 30090 PAGE 4456

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 17th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following units in the Condominium from Thomas J. Telesco and Lyn M. Telesco (collectively, "Seller"), with such units more particularly described below (collectively, the "Acquisition"):

Condominium Units 9919 and 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCS 12367584 1

CFN: 20160311182 BOOK 30090 PAGE 4457

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

Witnessed by: Name: <u>MADE D Jones</u> Name: <u>John Canessa</u>	ASSOCIATION: THE MAINE VILLAS, a Florida not-for-profit corporation By: <u>Thomas Telesco</u> Name: Thomas Telesco Title: Director and Treasurer
---	---

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

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas Telesco, as Director and Treasurer of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He is (X) personally known to me or () has presented Florida Driver's License, as identification.

Jennifer Morales
Name: Jennifer Morales
Notary Public, State of Florida
Commission No. FF 77775
My Commission Expires: 12/18/17



- 2 -

MIADOCs 12367584.1

CFN: 20160311183 BOOK 30090 PAGE 4458
DATE: 05/26/2016 11:19:12 AM
DEED DOC 6,183.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0020

WARRANTY DEED

THIS INDENTURE, made this 23 day of May, 2016, by Elie William Bardawil, a married man, whose mailing address is 19440 East Lake Drive, Miami Lakes, Florida 33015-2216 ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "**Property**") described as follows:

Condominium Unit 9921 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "**Permitted Exceptions**"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Elie William Bardawil represents and warrants that the property described herein is not and has never been his place of residence, nor is it or has it ever been contiguous thereto and therefore is not homestead property according to Florida Law. Elie William Bardawil homestead address is: 19440 East Lake Drive, Miami Lakes, FL 33015-2216.

<https://www2.miami-dadeclerk.com/officialrecords/PrintDocument.aspx?QS=YaoUfOzxry1...> 7/7/2016

CFN: 20160311183 BOOK 30090 PAGE 4460

EXHIBIT "A"**Permitted Exceptions**

1. Easement for utilities reserved in Declaration of Restrictions, recorded April 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCs 12729264 | 39354.0008

CFN: 20160311183 BOOK 30090 PAGE 4461

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 24th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following unit in the Condominium from Elie William Bardawil ("Seller"), with such unit more particularly described below (collectively, the "Acquisition"):

Condominium Unit 9921 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

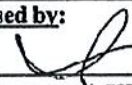
MIADOCS 12370627 1

CFN: 20160311183 BOOK 30090 PAGE 4462

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

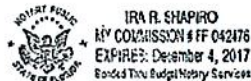
2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

Witnessed by:  Name: <u>IRA R. SHAPIRO</u>  Name: <u>Pamela C. Cusquillo</u>	ASSOCIATION: THE MAINE VILLAS, a Florida not-for-profit corporation By:  Name: Elie Bardawil Title: Director
---	--

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

The foregoing instrument was acknowledged before me this ___ day of May, 2016 by Elie Bardawil, as Director of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He is () personally known to me or (☒) has presented Florida Driver's License, as identification.




 Name: IRA R. SHAPIRO
 Notary Public, State of Florida
 Commission No. _____
 My Commission Expires: _____

- 2 -

MIADOCS 12370627 I

CFN: 20160311184 BOOK 30090 PAGE 4463
DATE: 05/26/2016 11:19:12 AM
DEED DOC 6,183.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0030

WARRANTY DEED

THIS INDENTURE, made this 19 day of April, 2016, by P. Joseph Parent and Shirley M. Parent, husband and wife, whose mailing address is 18 Ivy St., Portland, Maine 04102 ("Grantor"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9923 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

MIADOCS 12729320 1 39354.0008

CFN: 20160311184 BOOK 30090 PAGE 4464

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
In our presence:

GRANTOR:

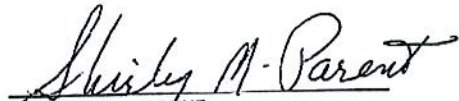

Print Name: Pamela J. Casquilla

husband
Print Name: Gustina Girard


Print Name: Pamela J. Casquilla

husband
Print Name: Gustina Girard


P. JOSEPH PARENT

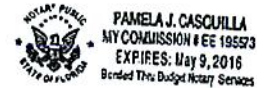

SHIRLEY M. PARENT

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

The foregoing instrument was acknowledged before me this 19th day of April, 2016 by Joseph Parent and Shirley M. Parent, husband and wife, 2016 by , who () is personally known to me or X has produced a driver's license as identification.



Notary Public, State of Florida
Name: Pamela J. Casquilla
(affix notary seal)



CFN: 20160311184 BOOK 30090 PAGE 4465

EXHIBIT "A"

Permitted Exceptions

1. Easement for utilities reserved in Declaration of Restrictions, recorded April 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCS 12729320 1 39354.0008

CFN: 20160311184 BOOK 30090 PAGE 4466

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 24th day of April, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following unit in the Condominium from P. Joseph Parent and Shirley M. Parent (collectively, "Seller"), with such unit more particularly described below (collectively, the "Acquisition"):

Condominium Unit 9923 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCS 12370694 1

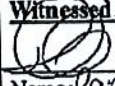
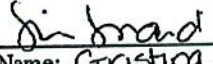
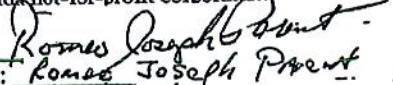
CFN: 20160311184 BOOK 30090 PAGE 4467

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

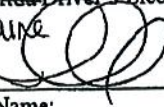
2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

Witnessed by:  Name: <u>Pamela J. Casquilla</u>  Name: <u>Cristina Girard</u>	ASSOCIATION: THE MAINE VILLAS, a Florida not-for-profit corporation By:  Name: <u>Romeo Joseph Parent</u> Title: <u>President</u>
---	--

STATE OF Florida)
 COUNTY OF Miami-Dade) ss:

The foregoing instrument was acknowledged before me this 19 day of April, 2016 by Romeo Joseph Parent, as President of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is () personally known to me or (X) has presented Florida Driver's License, as identification.

maire


Name: _____
 Notary Public, State of Florida
 Commission No. _____
 My Commission Expires: _____



MIADOCs 12370694 1

- 2 -

CFN: 20160311186 BOOK 30090 PAGE 4470
DATE: 05/26/2016 11:19:12 AM
DEED DOC 4,983.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0040

WARRANTY DEED

THIS INDENTURE, made this 17th day of May, 2016, by Thomas J. Telesco and Lyn M. Telesco, husband and wife, whose mailing address is 9925 East Bay Harbor Drive, Bay Harbor Islands, FL 33154 ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

MIADOCS 12729510 | 39354.0003

CFN: 20160311186 BOOK 30050 PAGE 4472

EXHIBIT "A"**Permitted Exceptions**

1. Easement for utilities reserved in Declaration of Restrictions, recorded May 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCS 12729510 1 39354.0008

CFN: 20160311186 BOOK 30090 PAGE 4473

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4109
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 17th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following units in the Condominium from Thomas J. Telesco and Lyn M. Telesco (collectively, "Seller"), with such units more particularly described below (collectively, the "Acquisition"):

Condominium Units 9919 and 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCS 12367584 1

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

<u>Witnessed by:</u> Name: <u>MADE D Jones</u> Name: <u>MADE D Jones</u>	<u>ASSOCIATION:</u> THE MAINE VILLAS, a Florida not-for-profit corporation By: <u>Thomas Telesco</u> Name: Thomas Telesco Title: Director and Treasurer
--	--

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

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas Telesco, as Director and Treasurer of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He is (X) personally known to me or () has presented Florida Driver's License, as identification.


Name: Jennifer Morale
Notary Public, State of Florida
Commission No. FF77775
My Commission Expires: 12/16/17



CFN: 20160311188 BOOK 30090 PAGE 4477
DATE: 05/26/2016 11:19:12 AM
DEED DOC 6,183.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shuits & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0050

WARRANTY DEED

THIS INDENTURE, made this 23 day of May, 2016, by Arlene G. McIntosh, as Trustee of the Arlene G. McIntosh Trust dated December 24, 2002, whose mailing address is 3530 Mystic Pointe Drive, # 101 ** ("Grantor"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Grantee").

**Aventura, Florida 33180

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9927 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

GRANTOR:

Print Name: _____

Arlene G. McIntosh
Arlene G. McIntosh, as Trustee of the
Arlene G. McIntosh Trust dated
December 24, 2002

The foregoing instrument was acknowledged before me this 23 day of May, 2016 by John McIntosh and Arlene G. McIntosh, husband and wife, who () are personally known to me or (✓) have produced drivers li cense as identification.



IRA R. SHAPIRO
MY COMMISSION # FF 42476
EXPIRES: December 4, 2017
Rank: Ten (10) Years Seniority

Notary Public, State of Florida
Name: **IRA R. SHAPIRO**
(affix notary seal)

CFN: 20160311188 BOOK 30090 PAGE 4479

EXHIBIT "A"**Permitted Exceptions**

- I. Easement for utilities reserved in Declaration of Restrictions, recorded April 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCS 12729523 I 39354.0008

CFN: 20160311188 BOOK 30090 PAGE 4480

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 24 day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of CONGRESS DRIFTWOOD LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following unit in the Condominium from Arlene G. McIntosh, as Trustee of the Arlene G. McIntosh Trust dated December 24, 2002 (collectively, "Seller"), with such unit more particularly described below (collectively, the "Acquisition"):

Condominium Unit 9927 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

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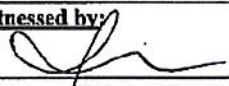
CFN: 20160311188 BOOK 30090 PAGE 4481

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

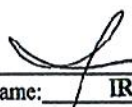
Witnessed by:  Name: <u>IRA R. SHAPIRO</u>  Name: <u>Pamela J. McIntosh</u>	ASSOCIATION: THE MAINE VILLAS, a Florida not-for-profit corporation By:  Name: <u>ARLENE MCINTOSH</u> Title: <u>Director, Vice President and Secretary</u>
---	---

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

The foregoing instrument was acknowledged before me this ____ day of May, 2016 by Arlene McIntosh, as Director, VP & Secretary of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. She is () personally known to me or (☒) has presented Florida Driver's License, as identification.



IRA R. SHAPIRO
 MY COMMISSION # FF 042076
 EXPIRES: December 4, 2017
 Notary Public, State of Florida


 Name: IRA R. SHAPIRO
 Notary Public, State of Florida
 Commission No. _____
 My Commission Expires: _____

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- 2 -

**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 9th day of July, 2018 (the "Effective Date") by and between **CONGRESS DRIFTWOOD LLC**, a Delaware limited liability company with an address c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Purchaser"), and **CONGRESS BHE LLC**, a Delaware limited liability company with an address c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Seller").

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").

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").

C. Seller has agreed to sell to Purchaser four (4) transferable development rights ("TDRs") appurtenant to the Seller Property, which TDRs exist in accordance with the zoning laws and ordinances (collectively the "Laws") in effect in the Town of Bay Harbor Islands (the "Town"), State of Florida, 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 Purchaser to Seller, the receipt, sufficiency and adequacy of which is hereby acknowledged, Seller and Purchaser, 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.

Subject to the credits and adjustments set forth in this Agreement, Purchaser shall pay Seller \$190,000.00 (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 \$47,500.00 (the "Per TDR Purchase Price"); (ii) the Seller Property having 4 TDRs that can be conveyed and transferred from the Property in accordance with the Laws; and (iii) Seller having the right, in accordance with the Laws, to convey and transfer 4 TDRs from the Seller Property to the Property. If the number of TDRs that can be conveyed and transferred from the Seller Property to the Property in accordance with the Laws is greater or less than 4 TDRs, then the Purchase Price shall be adjusted up or down based on the actual number of TDRs that can be conveyed and transferred from the Seller Property to the Property in accordance with the Laws multiplied by the Per TDR Purchase

Price; it being the intention of the Parties that Purchaser be obligated to only pay for the TDRs that can actually be conveyed and transferred from the Seller Property to the Property in accordance with the Laws.

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. INTENTIONALLY DELETED.

6. Representations, Warranties, Covenants and Agreements of Seller.

Seller hereby represents, warrants, covenants, agrees and states to and with Purchaser as follows:

(a) Seller has good and marketable fee simple title to the TDRs, free and clear of all liens and encumbrances, and has not previously sold, transferred, conveyed or encumbered the TDRs.

(b) Seller has the full right, power and authority to enter into and perform under this Agreement and to consummate the transaction contemplated herein. Other than obtaining the TDR Approval (hereinafter defined) from the Town, 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 connection herewith; or (ii) perform any of its obligations under this Agreement or under any other 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) provided the TDR Approval has been obtained, 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) 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 and as long as this Agreement remains in effect, 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.

7. 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 or 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 of 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 or 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.

8. 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 all applications, petitions and other documents, agreements and/or instruments (any of the foregoing being referred to herein as an

"Approval Submittal") necessary or desirable to obtain the Town's approval, as evidenced by a final non-appealable resolution approving the transfer of the TDRs as contemplated herein, of: (i) this Agreement and the transaction contemplated herein; and (ii) the conveyance and transfer 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 Postponed Approval Submittal (as hereinafter defined), if applicable) and the TDR Approval. In that regard, Seller covenants and agrees, promptly upon the request of Purchaser (but in no event later than ten (10) days following receipt of such request, and at no cost or expense to Seller), to execute and deliver to Purchaser all applications, petitions, consents, authorizations and other documents, agreements, and instruments necessary or desirable for Purchaser to apply for, submit, process and obtain any Approval Submittal, Postponed Approval Submittal and/or TDR Approval. The failure of Seller to execute and deliver to Purchaser any of the foregoing items necessary for Purchaser to submit, process and/or obtain any Approval Submittal, Postponed Approval Submittal and/or TDR Approval within the time period required by this Section shall be a default by Seller under this Agreement (an "Execution/Delivery Default"), and in the event of an 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, Postponed Approval Submittal and/or TDR Approval as a result of an Execution/Delivery Default, provided the basis of such extension is submitted in writing to Seller.

(b) Purchaser shall have the right to modify, amend and/or withdraw any Approval Submittal, as well as postpone, delay and/or withdraw any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered, in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual. If Purchaser postpones, delays and/or withdraws any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered (such public hearing is referred to herein as the "Postponed Hearing" and the Approval Submittal that was to be considered at such public hearing is referred to herein as the "Postponed Approval Submittal") in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual, then the Closing Date shall be extended on a day-for-day basis equal to the number of days between the date of the Postponed Hearing and the date of the re-scheduled public hearing at which the Postponed Approval Submittal is actually considered. Seller covenants and agrees: (i) not to withdraw, hinder, delay or object to the execution, delivery, preparation, submission, processing, hearing of, amendment to or modification of any Approval Submittal or TDR Approval in any way whatsoever (whether directly or indirectly); and (iii) not to seek any amendment, modification, rescission, cancellation or termination of any Approval Submittal or TDR Approval, whether now or hereafter existing, unless otherwise requested to do so by Purchaser in writing.

9. 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 6 above shall be materially 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 transfer 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, or any such appeal having been finally resolved in Purchaser's favor (such date on which all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed or the date on which any appeal is finally resolved in Purchaser's favor 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 and the parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; or (ii) extend the Closing Date for a reasonable period of time (as determined by Purchaser) : (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 until the Condition Precedent at issue is satisfied.

10. Documents to be Delivered at Closing.

At Closing: (a) Seller shall execute and deliver to Purchaser a Special Warranty Deed for Transfer of Development Rights, or such other instrument as the Town may require (in either event, the "Deed"), in form and substance satisfactory to Purchaser and in recordable form, conveying and transferring the TDRs to the Purchaser and the Property in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances; (b) Seller shall deliver to Purchaser a resolution, in recordable form, from the members of Seller or other form of authority acceptable to Purchaser authorizing the transaction contemplated herein and the consummation thereof (including, without limitation, the authority to execute and deliver the Deed) by Seller; (c) if Seller submits the Seller's Property to condominium form of ownership prior to the Closing, Seller shall deliver to Purchaser a Quitclaim Deed for Transfer of Development Rights, in form and substance satisfactory to Purchaser and in recordable form, executed on behalf of the condominium association pursuant to which the condominium association conveys and transfers any and all right, title and interest the condominium association may have in and to the TDRs to the Purchaser, free and clear of any claims, liens, mortgages, security agreements, financing statements or other encumbrances, together with such evidence of good standing and authority as Purchaser's title company may require; (d)

such other documents and instruments, including title and other affidavits and FIRPTA certificates, as Purchaser's title company may reasonably require or are customarily given in transactions of this nature; 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 to Seller.

11. Closing.

The "Closing", subject to the terms and provisions of this Agreement, shall take place at the offices of Buyer's counsel by escrow closing commencing at 11:00 AM on the date that is ten (10) days after the TDR Approval Date, provided that the Closing shall occur on or before the date that is 180 days from the Effective Date (the "Outside Closing Date"). Notwithstanding the foregoing, Purchaser may extend the Outside Closing Date as reasonably determined by Purchaser, provided Purchaser is pursuing the Approval Submittal or Postponed Approval Submittal, as the case may be, and the TDR Approval with reasonable diligence.

12. Default.

(a) If Purchaser defaults on any term, covenant, condition or other provision of this Agreement, 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, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement. 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.

(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 the right, in addition to, and not in lieu of any other right or remedy at law or in equity, to terminate this Agreement by giving a written notice of termination to Seller, whereupon this Agreement shall terminate, and Seller shall immediately reimburse Purchaser an amount equal to all fees, costs, expenses and other charges incurred by Purchaser in connection with the transaction contemplated by this Agreement through the date of such termination (collectively, the "Actual Costs").

13. Notices.

All notices to be given under this Agreement shall be in writing and sent to Seller or Purchaser, as the case may be, 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 33 Arch Street, Suite 1100, Boston, MA 02110, Attn: Dean F. Stratouly, Phone No. (617) 897-7200, email address: dstratouly@congressgroup.com; together with a

copy to Kim M. Rubin Attorney at Law, 55 Lynn Road, Needham, MA 02494, Phone No. (781) 455-8458, email address: krubin@krubinlaw.com.

Notices to Seller shall be sent to 33 Arch Street, Suite 1100, Boston, MA 02110, Attn: Paula S. Phillips, Phone No. (617) 897-7200, email address: pphillips@congressgroup.com; together with a copy to Kim M. Rubin Attorney at Law, 55 Lynn Road, Needham, MA 02494, Phone No. (781) 455-8458, email address: krubin@krubinlaw.com.

The place to which any party, or any person designated to receive any notice on behalf of any party, is entitled to receive notice may be changed by such party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Purchaser and Seller, as applicable, are authorized to send and receive notices and demands under this Agreement for and on behalf of their respective clients.

14. Broker.

Purchaser and Seller represent and warrant 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.

I.

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 hereto 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 hereto 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 to the assignee and the assignee accepts such assignment and agrees to be bound by and to perform the terms, conditions, covenants, agreements and other provisions of this Agreement; and, upon any such assignment: (i) Purchaser shall be released from all obligations and liabilities under this Agreement, and (ii) Seller shall close on the transaction contemplated by this Agreement with the assignee as if the assignee were 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.

(h) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

*Signed, sealed and delivered
in the presence of*


Print Name: Leo Sullivan


Print Name: Paul Morziane

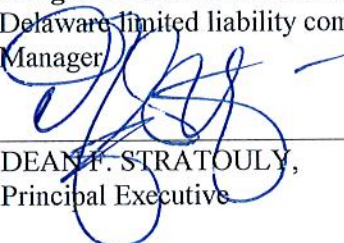
PURCHASER:

CONGRESS DRIFTWOOD LLC, Delaware limited liability company

By: Congress Bay Harbor Holdings LLC, a Delaware limited liability company, its sole member

By: **Congress MERI Bay Harbor Holdings**, a Delaware limited liability company, its Manager

By: **Congress MERI Partners LLC**, a Delaware limited liability company, its Manager

By: 
DEAN F. STRATOULY,
Principal Executive


Print Name: Leo Sullivan


Print Name: Paul Morziane

SELLER:

CONGRESS BHE LLC, Delaware limited liability company

By: Congress Bay Harbor Holdings LLC, a Delaware limited liability company, its sole member

By: **Congress MERI Bay Harbor Holdings**, a Delaware limited liability company, its Manager

By: **Congress MERI Partners LLC**, a Delaware limited liability company, its Manager

By: 
DEAN F. STRATOULY,
Principal Executive

EXHIBIT A

LEGAL DESCRIPTION OF THE SELLER PROPERTY

Lot 28, Block 4, 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.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Lots 19, 20, and 21, Block 4, 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.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: August 21, 2018

Property Address: Congress BHE, LLC
9781 East Bay Harbor Drive
Bay Harbor Islands, FL 33154





August 20, 2018

Marlene Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Stephanie Bruder
Mayor

Joshua D. Fuller
Vice Mayor

Jordan W. Leonard
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW MULTI FAMILY ~ 9955 E. BAY HARBOR DR.
Transfer of Development Rights
9781 E. Bay Harbor Drive - 13-2227-001-1040
10301 E. Bay Harbor Drive - 13-2227-001-0800
1155 101 Street - 13-2227-119-0001

Dear Ms. Siegel:

As per you request, below please find the inspection results as required for the Transfer of Development Rights for the above-mentioned properties.

1. *9781 East Bay Harbor Drive* - Vacant Land
2. *10301 East Bay Harbor Drive* - Vacant Land
3. *1155 101 Street* - New Construction. Certificate of Occupancy issued on April 24, 2018 (see attached). A 40 year re-certification will not be required until *approximately 2058*.

If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee, C.B.O.
Chief Building Official
DEL/me

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 Siegel, Town Clerk
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 8/27/2018

Re: Transfer of Development Rights (TDR)
Congress Driftwood, LLC (35 Total DU)

CC:

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

TDR Request – 4 Private DU

Donor Site: 9781 E. Bay Harbor Drive / Lots 28 of Block 4 (Future “The Waters” MFR)

Receiving Site: 9955 E. Bay Harbor Drive / Lots 19-21 of Block 4 (Future Driftwood MFR)

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 requesting approval of the transfer of four (4) private TDR units, following is our analysis.

Our records indicate the **receiving** site (Driftwood MFR) was granted a Site Development Plan approval by the Town's PZ Board on March 20th, 2018 for a total of 35 DU. The Driftwood survey submitted shows that the site is slightly larger than usual as it is a slightly curved pie-shaped lot. The combined parcel size is 33,748 sq. ft. / .77 acres. Therefore, the allowable base zoning density of 34 DUA would allow for 26 DU on the receiving site (.77 acres X 34 DUA = 26.18 or 26 DU). Since the proposed project includes 35 total dwelling units this requires the acquisition of nine (9) TDR units to construct the project. To date, the developer has not acquired any units. The developer has filed a total of three (3) TDR applications to acquire the nine (9) TDR units – all from private property owners.

The **donor** site is approved to be developed as a 9-unit multifamily complex - it was originally approved for a 13-unit development, but the owner has voluntarily reduced the unit total by making the units larger. The survey submitted with the TDR application notes the **donor** site is one (1) lot and does not indicate 11-feet of right-of-way was ever conveyed to the Town for on-street parking in the past. The survey indicates the size of the property is 11,250 sq. ft. (0.26 acres), which matches the information published by the M-D Property Appraiser.

The **receiving** site developer has also submitted two (2) concurrent applications for TDR units - one with BH 101 LLC / Bay Harbor 101 Townhomes at 1155 101 Street for two (2) TDR units, and the other with Congress BHN, LLC / Opus at 10301 E. Bay Harbor Drive for three (3) TDR units. If all three (3) private TDR applications are approved the **receiving** site will have acquired the nine (9) total TDR units needed to construct the 35 DU complex.

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.

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 16.

ITEM: Consideration and Approval of a private Transfer of Development Rights (TDR) transaction for three (3) dwelling units from Congress BH, LLC (103001 E. Bay Harbor Drive) to Congress Driftwood, LLC (9927-9955 East Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

DESCRIPTION:

On August 1, 2018, the Town Clerk's Office received a Transfer of Development Rights (TDR) application for a private TDR transaction of three (3) dwelling units. The receiving site (Congress Driftwood, LLC) received site plan approval from the Planning & Zoning Board on March 20, 2018 to construct a thirty five (35) unit multi family development.

Donor Site: 10301 East Bay Harbor Drive (Congress BHN, ,LLC)

Receiving Site: 9927-9955 East Bay Harbor Drive (Congress Driftwood, LLC)

Number of units to be transfer: 3

Price per unit:\$47,500

All required information was submitted as required by Section 23-22.2 of the Town Code.

Staff recommends that if the Town Council approve for the private TDR Transaction, the Town Attorney prepare a resolution setting forth the Town Council approval and/ or recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. TDR App- donor 10301 EBHD
2. TDR Agreement - Congress BHN, LLC
3. Bldg. TDR Report 1
4. Code Report - 10301 EBHD
5. MM report 10301 ebhd donor



BERCOW RADELL FERNANDEZ & LARKIN

ZONING, LAND USE AND ENVIRONMENTAL LAW

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

VIA EMAIL & HAND DELIVERY

COPY

July 13, 2018

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

Re: TDR Application - Congress BHN, LLC to Congress Driftwood, LLC for
Approved Site Plan for the Driftwood Project located at 9927 and 9955 East Bay
Harbor Drive, Bay Harbor Island, FL 33154

Dear Mr. Wasson:

This law firm represents Congress Driftwood, LLC (the "Applicant"), the owner of the lots located at 9927 and 9955 East Bay Harbor Drive, Bay Harbor Islands, FL 33154 (collectively the "Property"). The Property is a vacant, waterfront property located northeast of the intersection of 99 Street and East Bay Harbor Drive. The Property overlooks Indian Creek toward Bal Harbour and is zoned Multiple Family Residential (RM-1) District. The purpose of this letter is to request approval of the Transfer of Development Rights ("TDRs"), through a private transfer, for the approved development on the Property.

The Project. On March 20, 2018, the Planning and Zoning Board (PZB) approved the Applicant's site plan for a multi-family residential project, entitled "Driftwood," (the "Project"). See Resolution No. 2084-A. Designed by Stantec Architecture, the Project is a 7-story multi-family residential building on top of a partially depressed parking garage, with 35 units and a roof top pool and recreation area. The Project will provide the required number of parking spaces. The height of the building is consistent with the maximum building height of 75 feet.

TDRs. The Property size provides for 26 dwelling units, which means the Project requires 9 TDRs. The Applicant is diligently working to obtain TDRs from multiple sources, and this is one of three applications for private TDRs. This application is for 3 TDRs via a private contract with Congress BHN, LLC, from a property located at 10301

Ronald J. Wasson, Town Manager

July 13, 2018

Page 2

TDRs via a private contract with Congress BHN, LLC, from a property located at 10301 East Bay Harbor Drive. The Congress BHN, LLC property size allows for 10 dwelling units and Congress BHN, LLC obtained approval from PZB for a 10-unit multifamily development. See Resolution No. 2106 approved on November 1, 2016. However, through the permitting process, that owner has reduced the unit count to 7, thus making 3 TDRs available. The Applicant is currently finalizing the transfer of the other 6 TDRs through two private TDR contract and will submit those applications separately.

The Project satisfies the criteria for approval of TDRs. The proposed development plan design fully complies with the minimum standards set forth in the Town's land development regulations and no variances are needed. The design, height and massing, are compatible with the surrounding area, which contains numerous buildings of similar size. The project's density of 45 units/acre where 70 units/acre are allowed is also compatible with the surrounding Medium-High Density Residential land use through the TDR program.

Summary. Driftwood is a beautifully-designed modern project that is compatible with the surrounding development and will be a welcome addition to the area. 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 do not hesitate to phone my direct line at (305) 377-6236.

Very truly yours,



Matthew Amster



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

(For official use only)	
DATE RECEIVED: <u>8/1/18</u>	TDR UNIT COST: \$ <u>47,500.00</u>
TDR UNITS REQUESTED <u>3</u>	PROJECT TOTAL UNITS <u>35</u>
APPROVAL DATE: _____	APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Congress Driftwood, LLC.		
Phone (617) 897-7200	e-mail dstratouly@congressgroup.com	Fax ()
Address 33 Arch Street, Suite 1100		
City and State Boston, MA		Zip Code 02110
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Congress Driftwood, LLC.	
Phone (617) 897-7200	e-mail pphilips@congressgroup.com
Fax ()	
Address 33 Arch Street, Suite 1100	
City and State Boston, MA	Zip Code 02110
Property Address/Location 9927-9955 E. Bay Harbor Drive, Bay Harbor Island, FL 33154	
Legal Description: LOT(S) 19, 20, & 21 BLOCK 4	
Folio Number 13-2227-001-0960 & 13-2227-001-0970	Current Zoning RM-1
Property size .775 acres	Purchase date 2016
Existing use of the property Vacant & multifamily residential	
Describe Existing Structure on Property 4 Dwelling Units, 3,998 sq. ft., (a two-story apartment complex)	
Dwelling units to be received 3	
Total Dwelling units including TDR 35	

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 3/20/2018

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 Congress BHN, LLC.		
Phone (617) 897-7200	e-mail dstratouly@congressgroup.com	Fax ()
Address 33 Arch Street, Suite 1100		
City and State Boston, MA		Zip Code 02110
Property Address/Location 10301 E. Bay Harbor Drive, Bay Harbor Island, FL 33154		
Legal Description: LOT(S) ¹ BLOCK ⁴		
Folio Number 13-2227-001-0800	Current Zoning RM-1	Year built
Property size 14,460 sq. ft. (.332 acres)	Purchase date 2016	
Existing use of the property Vacant		
Describe Existing Structure on Property N/A		
Dwelling units to be transferred to TDR Bank ³		
Units permitted 10		

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 Delta Mapping and Surveying, Inc. (Receiver)		
Address 13301 SW 132 Avenue, Suite 117, Miami, FL 33188		
Phone (786) 429-1024	e-mail Deltamapping@gmail.com	Fax (786) 592-1152

Name of Surveyor John Ibarra & Assoc. Inc. (Donor)		
Address 777 NW 72 Avenue, Suite 3025, Miami, FL 33128		
Phone (305) 262-0400	e-mail	Fax (305) 262-0401

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

Congress Driftwood, LLC

Signature of Owner (Applicant)

7/9/18

Date

Signature of Owner (Co-Applicant)

Date

THE COMMONWEALTH OF MASSACHUSETTS
STATE OF FLORIDA
COUNTY OF MIAMI-DADE SUFFOLK

The foregoing instrument was acknowledged before me this 9th day of July, 2018, by Dean F. Straburly, Principal Executive of Congress M&H Partners LLC, on behalf of Congress Driftwood LLC, a Florida (corporation) (partnership) (Other: limited liability company). He/She is personally known to me or has produced (type of identification produced) as identification and did take an oath. Sign on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as aforesaid.

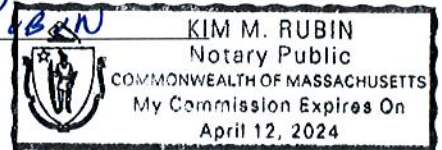
My Commission Expires: April 12, 2024

K M Rubin

Notary Public, State of Florida

Print Name:

KIM M. RUBIN



DONOR SITE

Congress BHE, LLC

Signature of Owner (Applicant)

7/9/18

Date

Signature of Owner (Co-Applicant)

Date

THE COMMONWEALTH OF MASSACHUSETTS
STATE OF FLORIDA
COUNTY OF MIAMI-DADE SUFFOLK

The foregoing instrument was acknowledged before me this 9th day of July, 2018, by Dean F. Straburly, principal executive of Congress M&H Partners LLC, on behalf of Congress BHE LLC, a Florida (corporation) (partnership) (Other: Delaware limited liability company). He/She is personally known to me or has produced (type of identification produced) as identification and did take an oath. Sign on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as aforesaid.

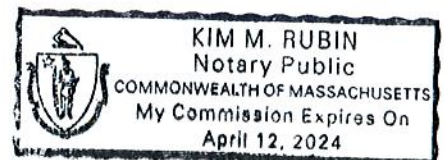
My Commission Expires: April 12, 2024

K M Rubin

Notary Public, State of Florida

Print Name:

KIM M. RUBIN



* manager of Congress M&H
Bay Harbor Holdings LLC,
manager of Congress Bay Harbor
Holdings LLC, sole member

RESOLUTION NO. 2145-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 DRIFTWOOD PROJECT
LOCATED AT 9955 EAST BAY HARBOR DRIVE.**

WHEREAS, on November 27, 2017, Congress Driftwood, LLC (hereinafter the "Applicant"), filed an initial application for site plan approval. On February 22, 2018, Applicant submitted a revised site plan for a thirty-five (35) unit condominium building consisting of one (1) level of basement parking and seven (7) stories of habitable units thereupon located at 9955-9927 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20 and 21 of Block 4, "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 "Project" or "Site Plan"); and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Sections 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances (hereinafter the "Code"); and

WHEREAS, on March 20, 2018 the Town's Planning and Zoning Board approved the Site Plan, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) 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 of 5-23.1 and 23-11(B1)(6) of the Code and approves the Site Plan submitted February 22, 2018, 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 submitted on February 22, 2018. Any modifications thereto shall require approval from staff and/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. The Project is required to obtain nine (9) 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.
- E. Applicant shall submit final working plans within 365 days after the Effective date of this Resolution, unless extended by the Town Manager, or his or her 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 or her 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 adjoining the Project shall be relocated underground during the redevelopment of the site or infrastructure necessary for the Project to connect to the undergrounding of the utility service facilities, at the sole expense of the Applicant, pursuant to Section 18-22 of the Code.
- G. A Unity of Title acceptable in form by the Town Attorney is required to be recorded to legally combine the three (3) lots. Proof of recording the Unity of Title is required prior to the issuance of Building Permits.
- H. Applicant shall comply with the exterior lighting requirements of the Code, including Section 10-1.
- I. No coconut palms shall be planted on the roof level. Rather, palm trees with no fruit shall be planted.
- J. The Applicant shall dedicate an easement to the Town for the drainage pipe, the width of such drain pipe shall be approved by the Town Engineer.
- K. All transformers, backflow preventers, and exposed facilities shall be screened and hidden with landscaping and painted fences to match.

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 20th day of March, 2018.

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

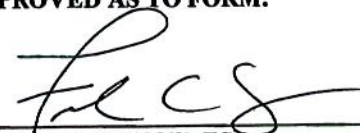
By: _____


**STEVEN HURWITZ
CHAIR PERSON**

ATTEST:

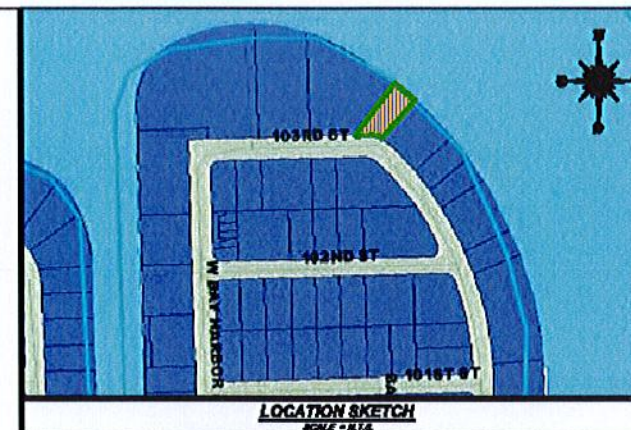
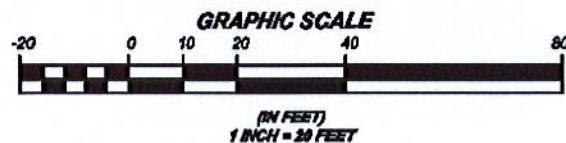

**MARLENE M. SIEGEL
TOWN CLERK**

APPROVED AS TO FORM:


**FRANK C. SIMONE, ESQ.,
ASSISTANT TOWN ATTORNEY**

MAP OF BOUNDARY SURVEY

DONOR



LEGAL DESCRIPTION:
LOT 1, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, AT PAGE 6, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PROPERTY ADDRESS:
10301 E BAY HARBOR DR, MIAMI, FLORIDA 33154

CERTIFICATION:
CONGRESS BEE LLC, A DELAWARE LIMITED LIABILITY COMPANY

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 EASEMENTS, 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 NEP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN FLOOD ZONE: "SEE NOTE 6"

BASE FLOOD ELEVATION: "SEE NOTE 4"

COASTAL FLOOD: "SEE NOTE 4"

ANALYSIS: "SEE NOTE 4"

DATE OF FIRM: 02/18/2018

THE SUBJECT PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA.

SURVEYOR'S NOTES:

1. IF SPOT ELEVATIONS ARE REFERRED TO AN ASSUMED MEANSEA, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY, IF NOT, MEANSEA ARE THEN REFERRED TO COUNTY, TOWNSHIP MAPS.
2. THE CLOSURE BY THE BOUNDARY SURVEY IS ABOVE 1.7000 FT.
3. CERTIFICATE OF AUTHORIZATION IS A TRUE.
4. THE SUBJECT PROPERTY LIES WITHIN TWO FLOOD ZONES, "A" ELEV. 11 FEET AND "B" ELEV. 10 FEET.
5. ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETTIC VERTICAL DATUM OF 1988 MIAMI-DADE COUNTY BENCH MARK (P.S. LOCATOR NO. 20000); ELEVATION IN FEET OF A.G. U.S. OF 1988.

SURVEYOR'S CERTIFICATION:

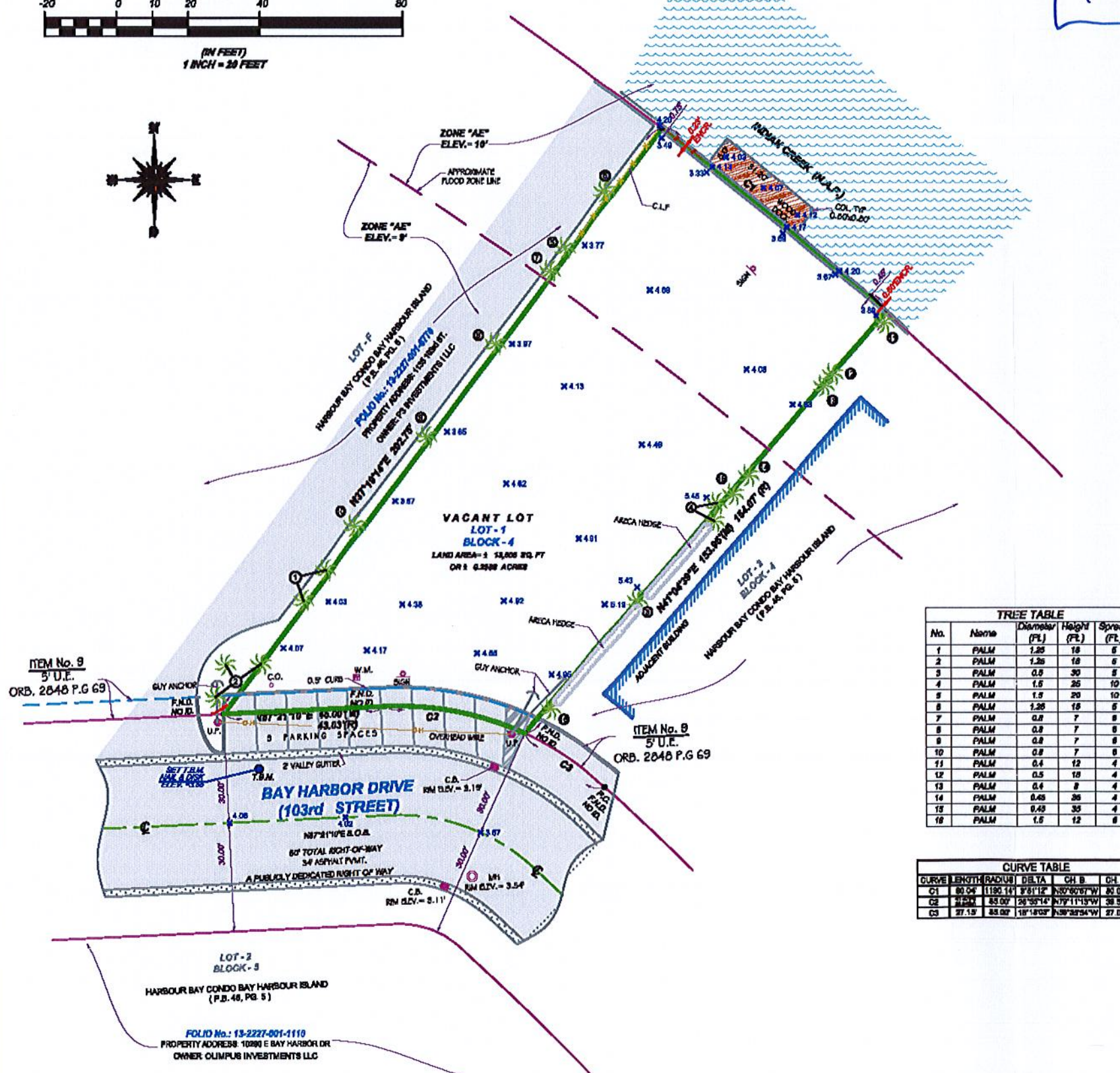
I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR OF THE STATE OF FLORIDA, HAVE PERSONALLY AND SOLEMNLY SWORN UNDER MY OATH OF OFFICE, AND COMPLIED WITH THE REQUIREMENTS OF THE FLORIDA STATUTES, AND THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYING IN CHAPTER 461, F.S., FLORENCE, AND WITH THE CODE OF ETHICS, FLORENCE STATUTES.

BY: 02/18/2018
CARLOS IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO. 8710 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE CORRESPONDING SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING)

REVISED ON: 02/18/2018 UPDATE SURVEY
REVISED ON: 08/15/2017 UPDATE SURVEY
REVISED ON: 12/22/2016 ALTA SURVEY
REVISED ON: 08/02/2016 UPDATE SURVEY
REVISED ON: 11/12/2015 ORIGINAL SURVEY

DRAWN BY: TB
FIELD DATE: 02/18/2018
SURVEY NO: 15-004472-8
SHEET: 1 OF 1



Prepared by:

Stern Zwelling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

DONOR

Return to:
Snyder Groisman
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 28TH day of December, 2015 between MARTHA LILLANA BOGGIANO, a single woman and STEVEN FERNANDO ARTETA, a single man whose address is 1400 S. Ocean Drive, #42, Hollywood, FL 33014, grantor, and CONGRESS BHN LLC, a Delaware limited liability company whose address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Unit No. 6, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

Parcel Identification Number: 13-2227-081-0060

A/K/A 10301 East Bay Harbor Drive, Unit 6, Bay Harbor Islands, FL 33154

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015

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:

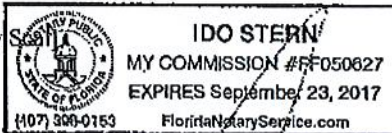
Witness Name: IDO STERNWitness Name: Harold Rubenstein

MARTHA LILIANA BOGGIANO (Seal)
 MARTHA LILIANA BOGGIANO

State of Florida Miami-Dade
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of December, 2015 by **MARTHA LILIANA BOGGIANO**, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Witness Name: IDO STERNWitness Name: Harold Rubenstein

Notary Public

Printed Name: _____

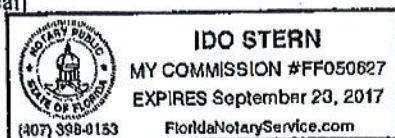
My Commission Expires: _____

Steven F. Arteta (Seal)
 STEVEN FERNANDO ARTETA

State of Florida Miami-Dade
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of December, 2015 by **STEVEN FERNANDO ARTETA**, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: _____

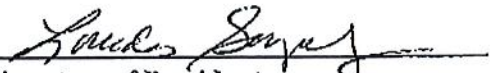
My Commission Expires: _____

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30 day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN LLC, a Delaware limited liability company** as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 6, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved:  (Association Seal)
Signature of President

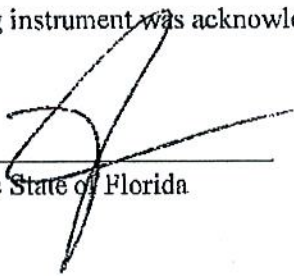
Approved: LOURDES GONZALEZ
Print Name of President

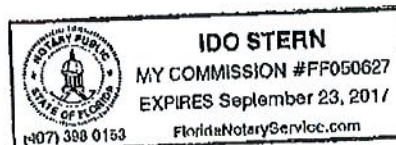
STATE OF FLORIDA

COUNTY OF Miami-Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015


Notary Public State of Florida



Prepared by and return to:
Cesar Rafael Sordo, Esq.

Sordo & Associates, P.A.
3006 Aviation Ave. Suite 2A
Coconut Grove, FL 33133
305-859-8107
File Number: 677.001
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 7th day of January, 2016 between Harborview Condo Unit 7, LLC, a Florida limited liability company whose post office address is 1101 Brickell Avenue, 8th Floor, Miami, FL 33131, grantor, and Congress BHN LLC, a Delaware limited liability company whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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:

Unit No. 7 of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-081-0070

Subject to taxes for 2016 and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

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:

Maria Hardie
Witness Name: Maria Hardie
Steff Colindres
Witness Name: Steff Colindres

Harborview Condo Unit 7, LLC, a Florida limited liability company

By: CESAR R. SORDO, as Manager

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was Acknowledged before me this 7th day of January, 2016 by CESAR R. SORDO, as Manager of Harborview Condo Unit 7, LLC, a Florida limited liability company, on behalf of the company. He/she [] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]



Maria Hardie
Notary Public

Printed Name: Maria Hardie

My Commission Expires: _____

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30 day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN LLC, a Delaware limited liability company** as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 7, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved: *Loures Gonzales* (Association Seal)
Signature of President

Approved: Loures Gonzales
Print Name of President

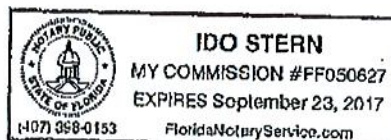
STATE OF FLORIDA

COUNTY OF Miami-Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015

[Signature]
Notary Public State of Florida



Prepared by:

Stern Zwelling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

Return to:
Snyder Groisman
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 30 day of December, 2015 between MOYRI BAEZ, a single woman whose address is 5921 SW 11 Street, Miami, FL, 33144 and BEATRIZ BAEZ, a single woman, whose address is 3012 SW 132nd Court, Miami, FL 33175 grantor, and CONGRESS BHN LLC, a Delaware limited liability company whose address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Unit No. 8, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

Parcel Identification Number: 13-2227-081-0080

A/K/A 10301 East Bay Harbor Drive, Unit 8, Bay Harbor Islands, FL 33154

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015

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:

[Signature]
Witness Name: Chloe Rubenstein

Witness Name: Ido Stern

[Signature] (Seal)
MOYRI BAEZ

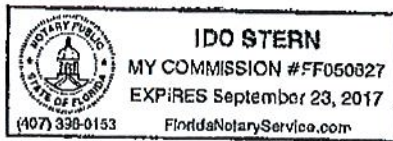
[Signature] (Seal)
BEATRIZ BAEZ

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 30th day of December, 2015 by **MOYRI BAEZ** and **BEATRIZ BAEZ** who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public
Printed Name: IDO STERN
My Commission Expires: _____



CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30 day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN, LLC**, a Delaware limited liability company as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 8, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved: *Loures Gonzales* (Association Seal)
Signature of President

Approved: Loures Gonzales
Print Name of President

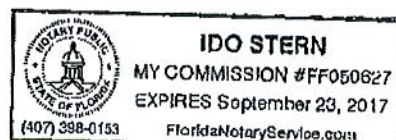
STATE OF FLORIDA

COUNTY OF Miami-Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015

[Signature]
Notary Public State of Florida



Prepared by:

Stern Zwolling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

Return to:
Snyder Groisman
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4TH day of January, 2016 between THE STAR BUILDING, INC., a Florida corporation, whose address is 333 East 34th Street, Apt 10-D, New York, NY 10016, grantor, and CONGRESS BHN LLC, a Delaware limited liability company whose address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Unit No. 9, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

Parcel Identification Number: 13-2227-081-0090

A/K/A 10301 East Bay Harbor Drive, Unit 9, Bay Harbor Islands, FL 33154

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015

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:

Shay Shmuel
 Witness Name: Tamara Soffer-Shmuel

Alfred Soffer
 Witness Name: ALFRED SOFFER

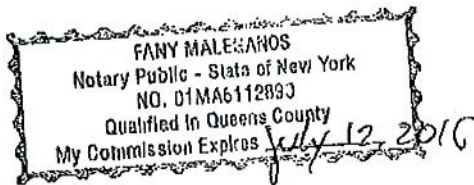
THE STAR BUILDING, INC., a Florida corporation

By: Shay Shmuel (Seal)
Shay Shmuel as PRESIDENT

State of ~~Florida~~ New York
 County of Queens

The foregoing instrument was acknowledged before me this 4 day of January 2016, Shay Shmuel as President of the THE STAR BUILDING, INC., a Florida corporation who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: FANY MALEGANOSMy Commission Expires: July 12, 2016

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30 day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BIIN LLC**, a **Delaware limited liability company** as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 9, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved: *Louder, Gonzales* (Association Seal)
Signature of President

Approved: LOURDES GONZALEZ
Print Name of President

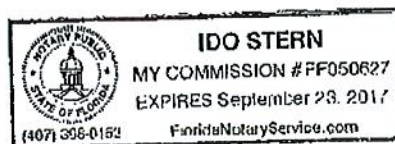
STATE OF FLORIDA

COUNTY OF Miami-Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015

[Signature]
Notary Public State of Florida



2221 Prepared by:

Stern Zwelling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

Return to:
Snyder Groisman
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

[Space Above This Line For Recording Data]

Warranty Deed

This **Warranty Deed** made this 30th day of December, 2015 between **LOURDES GONZALEZ**, a single woman whose address is 2436 SW 22nd Terrace, Miami, FL 33145-3418, grantor, and **CONGRESS BHN LLC**, a Delaware limited liability company whose address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Unit No. 10, of **HARBOR VIEW CONDOMINIUM**, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

Parcel Identification Number: 13-2227-081-0100

A/K/A 10301 East Bay Harbor Drive, Unit 10, Bay Harbor Islands, FL 33154

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015

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:

[Signature]
Witness Name: IDO STERN

[Signature] (Seal)
LOURDES GONZALEZ

Witness Name: IDO STERN

State of Florida
County of Miami-Dade

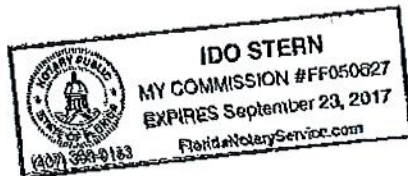
The foregoing instrument was acknowledged before me this 30 day of December, 2015 by **LOURDES GONZALEZ**, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____



CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30 day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN LLC, a Delaware limited liability company** as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 10, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved: *Loures Gonzalez* (Association Seal)
Signature of President

Approved: Loures Gonzalez
Print Name of President

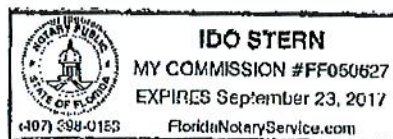
STATE OF FLORIDA

COUNTY OF Miami - Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015

[Signature]
Notary Public State of Florida



Prepared by:

Stern Zwelling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

Return to:
Snyder Groisman
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 30th day of December, 2015 between LOURDES GONZALEZ, a single woman whose address is 2436 SW 22nd Terrace, Miami, FL 33145-3418, grantor, and CONGRESS BHN LLC, a Delaware limited liability company whose address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Unit No. 11, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

Parcel Identification Number: 13-2227-081-0110

A/K/A 10301 East Bay Harbor Drive, Unit 11, Bay Harbor Islands, FL 33154

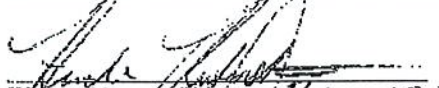
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

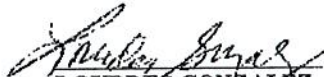
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2015**

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: Elaine Rubenstein

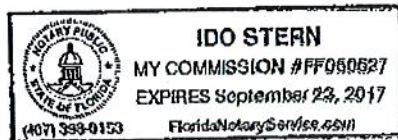
 (Seal)
LOURDES GONZALEZ

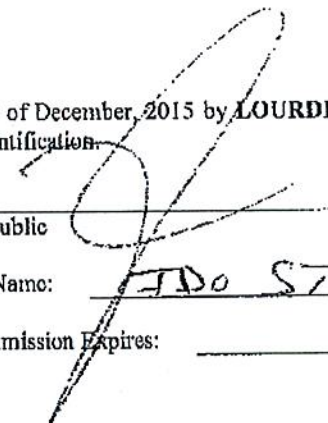
Witness Name: IDO STERN

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me this 30 day of December, 2015 by LOURDES GONZALEZ, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: IDO STERN

My Commission Expires: _____

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30 day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN LLC, a Delaware limited liability company** as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 11, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved: *Louder Gonzales* (Association Seal)
Signature of President

Approved: LOURDES GONZALEZ
Print Name of President

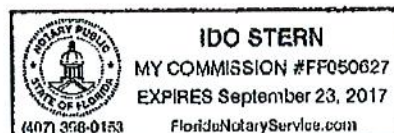
STATE OF FLORIDA

COUNTY OF Miami-Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015

[Signature]
Notary Public State of Florida



Prepared by:

Stern Zwelling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

Return to:
Snyder Groisman, PA
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

_____[Space Above This Line For Recording Data]_____

Warranty Deed

This Warranty Deed made this 4th day of January, 2015 between MICHELE SARLO, a married woman, whose address is 835 Peekskill Hollow Rd, Putnam Valley, NY 10579 and BEATRICE PERILLI MARTIN, a married woman whose address is 51-88th Street, Brooklyn, N.Y. 11209, grantor, and CONGRESS BHN LLC, a Delaware limited liability company whose post office address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Unit No. 12, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

Parcel Identification Number: 13-2227-081-0120

A/K/A: 10301 East Bay Harbor Drive, Unit 12, Miami, FL 33173

The land is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantors nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land. The Grantors homestead address is indicated above.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015

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: Gray 27310

Witness Name: Lauren Martin

Michele Sarlo (Seal)

Beatrice Perilli Martin (Seal)

State of New York

County of _____

The foregoing instrument was acknowledged before me this _____ day of December, 2015 by Michele Sarlo, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

State of New York

County of KINGS

The foregoing instrument was acknowledged before me this 30th day of December, 2015 by Beatrice Perilli Martin, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

MADALINA LUNGU
Notary Public, State of New York
No. 01106265884
Qualified in Richmond County
Commission Expires 07/23/2016

Notary Public

Printed Name: MADALINA LUNGU

My Commission Expires: 07/23/2016

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: DOMENICO PASQUALE

Michele Sarlo

(Seal)

Witness Name: Beatrice Perilli Martin

Beatrice Perilli Martin

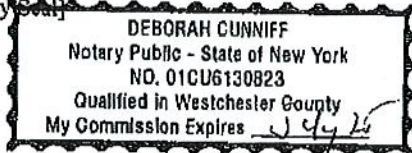
(Seal)

State of New York

County of Westchester

The foregoing instrument was acknowledged before me this 4 day of JANUARY 2016 ~~December~~ 2015 by Michele Sarlo, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: Deborah Cuniff

My Commission Expires: July 21 2017

State of New York

County of _____

The foregoing instrument was acknowledged before me this _____ day of December, 2015 by Beatrice Perilli Martin, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30 day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN LLC, a Delaware limited liability company** as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 12, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved: *Loures Gonzales* (Association Seal)
Signature of President

Approved: Loures Gonzales
Print Name of President

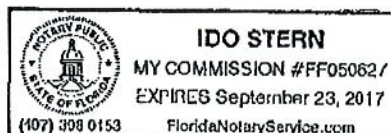
STATE OF FLORIDA

COUNTY OF Miami - Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015

[Signature]
Notary Public State of Florida



This Instrument Prepared by:

J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, FL 33131

-----The Space Above This Line For Recording Office Use Only-----

CERTIFICATE OF TERMINATION
OF
HARBOR VIEW CONDOMINIUM

THIS CERTIFICATE OF TERMINATION OF HARBOR VIEW CONDOMINIUM (this "Certificate of Termination") is made as of January 8, 2016 (the "Effective Date of Termination") by **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), and **CONGRESS BHN LLC**, a Delaware limited liability company (the "Unit Owner").

RECITALS

WHEREAS, Harbor View Condominium (the "Condominium") is governed by the Declaration of Condominium Establishing Harbor View Condominium recorded on February 18, 1982 in Official Records Book 11355, Page 620, of the Public Records of Miami-Dade County, Florida (the "Declaration of Condominium");

WHEREAS, the Unit Owner owns one hundred percent (100%) of the condominium units in the Condominium and owns a one hundred percent (100%) interest in the common elements of the Condominium as of the Effective Date of Termination;

WHEREAS, as of the Effective Date of Termination, there are no mortgagees for the Condominium property; and

WHEREAS, the Association and the Unit Owner desire to terminate the Condominium and the Declaration of Condominium pursuant to Article XXVII of the Declaration of Condominium, and are executing and recording this Certificate of Termination to evidence of record the unconditional termination of the Condominium and the Declaration of Condominium.

NOW, THEREFORE, the Association and the Unit Owner hereby agree as follows:

1. Recitals: The above recitals are true and correct and incorporated into this Certificate of Termination by this reference.

2. Unconditional Termination of the Condominium: The Condominium and the Declaration of Condominium are hereby unconditionally terminated as of the Effective Date of Termination pursuant to Article XXVII of the Declaration of Condominium, and title to all property comprising the Condominium (the "Property") shall automatically vest in the Unit Owner as the owner of one hundred percent (100%) of the condominium units in the Condominium and the owner of a one hundred percent (100%) interest in the common elements of the Condominium as of the Effective Date of Termination. By its execution of this Certificate of Termination, and for the avoidance of doubt, the Association does hereby remise, release and quitclaim to Unit Owner any and all right, title, and interest that the Association may have in and to the Property.

3. Legal Description of the Property from and after the Effective Date of Termination: From and after the Effective Date of Termination, the legal description of the Property shall be as set forth below:

Lot 1, 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.

4. Governing Law. This Certificate of Termination shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without reference to the choice of law principles thereof.

(SIGNATURES AND NOTARY ACKNOWLEDGMENTS ARE ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the parties have executed this Certificate of Termination on the Effective Date of Termination.

WITNESSES

Print Name: Ida Stern

Print Name: Maribel Henley

ASSOCIATION

**HARBOR VIEW CONDOMINIUM
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: Louder Gonzalez
Print Name: LOURDES GONZALEZ
Title: President

STATE OF Florida

COUNTY OF Hami. Dade

The foregoing instrument was acknowledged before me this 8 day of January, 2016, by Louder Gonzalez as President of HARBOR VIEW CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is () personally known to me or (X) has produced a driver's license Driver's License as identification.



MARIBEL HENLEY
MY COMMISSION # FF 107471
EXPIRES: June 17, 2018
Bonded Thru Budget Notary Services

(Signature of Notary)

(Print Name of Notary Public)

Notary Public, State of _____

My Commission Expires: _____

Commission No.: _____

(SEAL)

(SIGNATURE AND NOTARY ACKNOWLEDGMENT OF UNIT OWNER IS ON THE FOLLOWING PAGE.)

WITNESSES

Kim M. Rubin
 Print Name: Kim M. RUBIN

Maribel Henley
 Print Name: Maribel Henley

UNIT OWNER

CONGRESS BIIN LLC,
 a Delaware limited liability company

By: [Signature]
 Print Name: Dean F. Stratovly
 Title: Authorized Representative

STATE OF Florida
 COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 7 day of January, 2016, by Dean F. Stratovly, as Authorized Representative of CONGRESS BIIN LLC, a Delaware limited liability company, on behalf of the company. He/She is () personally known to me or () has produced a Driver's License as identification.



MARIBEL HENLEY
 MY COMMISSION # FF 107471
 EXPIRES: June 17, 2018
 Bonded Thru Budget Notary Services

[Signature]
 (Signature of Notary)

(Print Name of Notary Public)
 Notary Public, State of _____
 My Commission Expires: _____
 Commission No.: _____
 (S.F.A.L.)

Prepared by:

Stern Zwelling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

Return to:
Snyder Groisman
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

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Warranty Deed

This Warranty Deed made this 30th day of December, 2015 between JOHN O. LAPORTA, A/K/A JOHN LAPORTA joined by his spouse SHELLIE VICTORIO whose address is 9725 Bay Harbor Terrace, Bay Harbor Island, FL 33154, grantor, and CONGRESS BIIN LLC, a Delaware limited liability company whose address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Unit No. 1, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

Parcel Identification Number: 13-2227-081-0010

A/K/A 10301 East Bay Harbor Drive, Unit 1, Bay Harbor Islands, FL 33154

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015

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:

[Signature]
Witness Name: Ido Rubenstein

[Signature]
Witness Name: Ido Stern

[Signature] (Seal)
JOHN LAPORTA

[Signature] (Seal)
SHELLIE VICTORIO

State of Florida
County of Miami-Dade

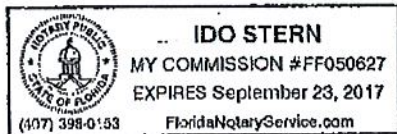
The foregoing instrument was acknowledged before me this 30 day of December, 2015 by **JOHN LAPORTA** and **SHELLIE VICTORIO**, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Ido Stern

My Commission Expires: _____

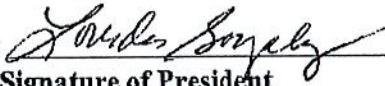


CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30th day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN LLC**, a **Delaware limited liability company** as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 1, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved:  (Association Seal)
Signature of President

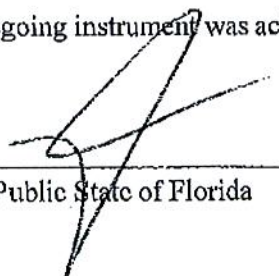
Approved: Loures Gonzalez
Print Name of President

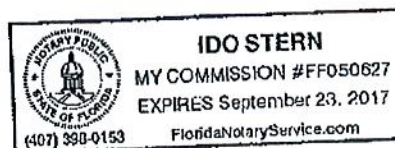
STATE OF FLORIDA

COUNTY OF Miami-Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30th day of December, 2015


Notary Public State of Florida



Prepared by:

Stern Zwelling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

Return to:

Snyder Groisman
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

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Warranty Deed

This Warranty Deed made this 30th day of December, 2015 between PAUL BARSKY, a single man whose address is 16699 Collins Avenue, Apt. 3810, Sunny Isles Beach, FL 33160-5424, grantor, and CONGRESS BHN LLC, a Delaware limited liability company whose address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida** to-wit:

Unit No. 2, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

Parcel Identification Number: 13-2227-081-0020

A/K/A 10301 East Bay Harbor Drive, Unit 2, Bay Harbor Islands, FL 33154

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015

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:

[Signature]
Witness Name: [Signature]
[Signature]
Witness Name: Therese Kenna V. Son

[Signature] (Seal)
PAUL BARSKY

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me this 30th day of December, 2015 by PAUL BARSKY, who ☐ is personally known to me and produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Christopher Hynoski

My Commission Expires: 7-27-18

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30 day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN LLC**, a **Delaware limited liability company** as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 2, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved: *Louder Gonzales* (Association Seal)
Signature of President

Approved: Louder Gonzales
Print Name of President

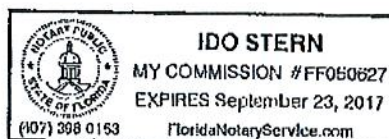
STATE OF FLORIDA

COUNTY OF Miami-Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015

[Signature]
Notary Public State of Florida



Prepared by:

Stern Zwelling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

Return to:
Snyder Groisman
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 18th day of December, 2015 between **MARCELO FRIAS VALLE**, a single man whose address is 2 Ethel Street, Roslindale, MA 02131, grantor, and **CONGRESS BHN LLC**, a Delaware limited liability company whose address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Unit No. 3, of **HARBOR VIEW CONDOMINIUM**, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

Parcel Identification Number: 13-2227-081-0030

A/K/A 10301 East Bay Harbor Drive, Unit 3, Bay Harbor Islands, FL 33154

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2015**

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:

[Signature]
Witness Name: Carlos Vazquez (M)

[Signature]
Witness Name: Isabel Cruz

[Signature] (Seal)
MARCELO FRIAS VALLE

Commonwealth of Mass
State of Florida
County of St. John

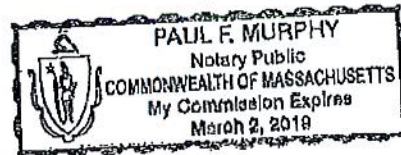
The foregoing instrument was acknowledged before me this 18 day of December, 2015 by MARCELO FRIAS VALLE, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: PAUL F. MURPHY

My Commission Expires: _____



CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30th day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN LLC**, a Delaware limited liability company as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 3, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved: *Louderes Gonzalez* (Association Seal)
Signature of President

Approved: Louderes Gonzalez
Print Name of President

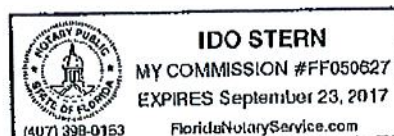
STATE OF FLORIDA

COUNTY OF Miami-Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015

[Signature]
Notary Public State of Florida



Prepared by:

Stern Zwelling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

Return to:
Snyder Croisman
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

_____[Space Above This Line For Recording Data]_____

Warranty Deed

This Warranty Deed made this 30TH day of December, 2015 between VARDA ROSA TAL, a single woman, individually and as Trustee of the Varda Rosa Tal Revocable Living Trust dated April 6, 1998, whose post office address is 8010 East Drive, #308, North Bay Village, FL 33141, grantor, and CONGRESS BHN LLC, a Delaware limited liability company whose address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Unit No. 4, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

Parcel Identification Number: 13-227-081-0040

A/K/A 10301 East Bay Harbor Drive, Unit 4, Bay Harbor Islands, FL 33154

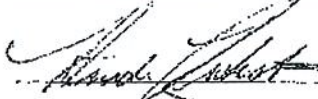
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015

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: HINDE Lubenstein

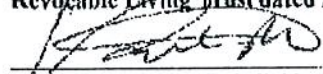
Witness Name: IDO STERN

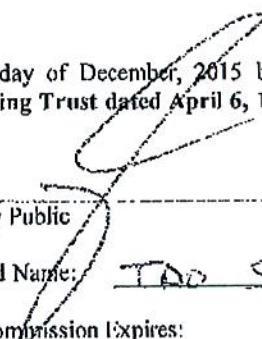
State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 30 day of December, 2015 by VARDA ROSA TAL, individually and as Trustee of the Varda Rosa Tal Revocable Living Trust dated April 6, 1998, who [] is personally known or [X] has produced FDL as identification.

[Notary Seal]

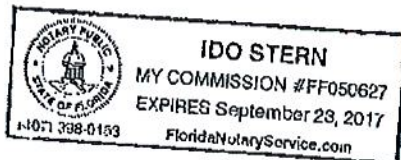
VARDA ROSA TAL, as Trustee of the Varda Rosa Tal
Revocable Living Trust dated April 6, 1998


VARDA ROSA TAL, individually
and as Trustee


Notary Public

Printed Name: IDO STERN

My Commission Expires: _____



CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30 day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN LLC**, a **Delaware limited liability company** as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 4, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved: *Louides Gonzalez* (Association Seal)
Signature of President

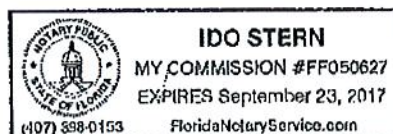
Approved: Louides Gonzalez
Print Name of President

STATE OF FLORIDA
COUNTY OF Miami-Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015

[Signature]
Notary Public State of Florida



Prepared by:

Stern Zwelling, LLC
7280 W. Palmetto Park Rd.
Boca Raton, FL 33433

Return to:
Snyder Groisman
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

_____[Space Above This Line For Recording Data]_____

Warranty Deed

This Warranty Deed made this 30th day of December, 2015 between LANCE FIUREN, a single man whose address is 1965 S. Ocean Drive, Unit 5A, Hallandale, FL 33009, grantor, and CONGRESS BHN LLC, a Delaware limited liability company whose address is 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Unit No. 5, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida,

Parcel Identification Number: 13-2227-081-0050

A/K/A 10301 East Bay Harbor Drive, Unit 5, Bay Harbor Islands, FL 33154

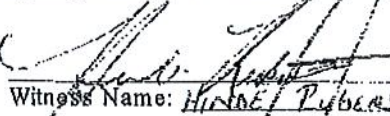
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015

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: HIRSH PUBERSTEIN

 (Seal)
LANCE EHREN

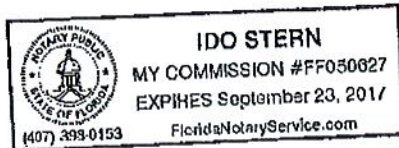
Witness Name: IDO STERN

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 30 day of December, 2016 by LANCE EHREN, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name IDO STERN

My Commission Expires: _____

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that on this 30 day of December, 2015 **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, pursuant to the Declaration of Condominium referred to herein has waived the right of first refusal and approves transfer to **CONGRESS BHN LLC**, a Delaware limited liability company as the purchaser of the following described real property in Miami-Dade County, Florida.

Unit No. 5, of HARBOR VIEW CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book 11355, Page 620, as amended from time to time, of the Public Records of Miami-Dade, County, Florida.

HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.

Approved: *Loures Gonzalez* (Association Seal)
Signature of President

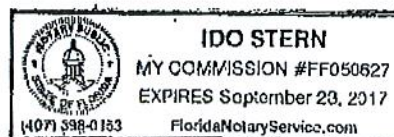
Approved: Loures Gonzalez
Print Name of President

STATE OF FLORIDA
COUNTY OF Miami-Dade

I hereby certify that on this 30 day of December, 2015 before me personally appeared Lourdes Gonzalez as President respectively of **HARBOR VIEW CONDOMINIUM ASSOCIATION, INC.**, a Corporation not for profit under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged for the uses and purposes therein mentioned and the Secretary affixed thereto and the official seal of said Corporation and that the instrument is the act and Deed of said Corporation.

The foregoing instrument was acknowledged before me on this 30 day of December, 2015

[Signature]
Notary Public State of Florida



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:

MA
Witness Name: Rosemarie Bacallao

Stephan Bruder
Witness Name: Stephan Bruder

Bruder Enterprises, Inc., a Florida corporation

By: Genia Bruder
Genia Bruder, President

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of January, 2016 by Genia Bruder, President of Bruder Enterprises, Inc., a Florida corporation, on behalf of the corporation. She [X] is personally known to me or [] has produced a driver's license as identification.

[Notary Seal]

MA
Notary Public

Printed Name: Rosemarie Bacallao

My Commission Expires: _____

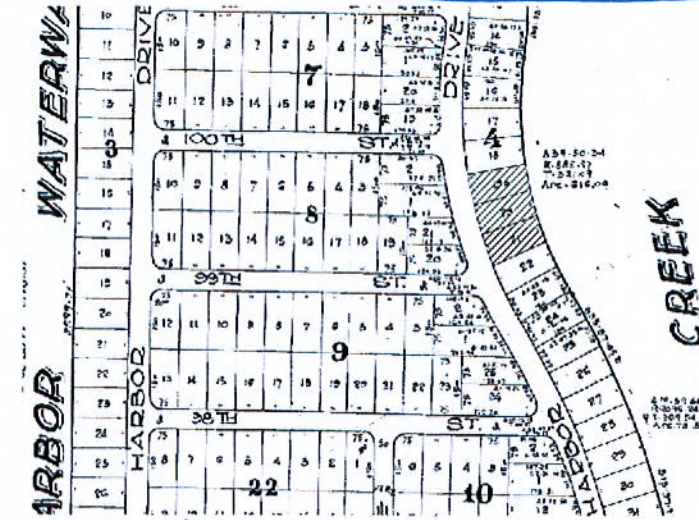


ROSEMARIE BACALLAO
MY COMMISSION # FF 006200
EXPIRES: January 26, 2018
Bonded thru Budget Notary Services

BOUNDARY SURVEY

RECEIVER

#	TREE NAME	SCIENTIFIC NAME	DIAMETER	HEIGHT	SPREAD
1	CLUSTER 8 ALEXANDRA PALMS	ARCHONIA PALM	4	25	7
2	PALMETTO PALM	CAENAL PALMETTO	12	25	15
3	CLUSTER 8 ALEXANDRA PALMS	ARCHONIA PALM	4	25	7
4	B. ACK OLIVE	BUCCIA BUCERAS	26	40	40
5	PALMETTO PALM	CAENAL PALMETTO	12	25	15
6	ALEXANDRA PALM	ARCHONIA PALM	4	25	7
7	UMBRELLA PALM	CYPRIUS ALTERNIFOLIUS	30	30	30
8	CLUSTER 8 ALEXANDRA PALMS	ARCHONIA PALM	12	25	10
9	WASHINGTONIA PALMS	WASHINGTONIA ROBUSTA	6	20	7
10	WASHINGTONIA PALMS	WASHINGTONIA ROBUSTA	6	20	7
11	CLUSTER 7 ALEXANDRA PALMS	ARCHONIA PALM	4	25	7
12	UMBRELLA PALM	CYPRIUS ALTERNIFOLIUS	30	40	20
13	CLUSTER 8 ALEXANDRA PALMS	ARCHONIA PALM	4	25	7
14	UMBRELLA PALM	CYPRIUS ALTERNIFOLIUS	35	30	15
15	CLUSTER 4 ALEXANDRA PALMS	ARCHONIA PALM	4	25	7
16	PALMETTO PALM	SABAL PALMETTO	16	6	5
17	PALMETTO PALM	SABAL PALMETTO	16	6	5
18	MULICA	MULICA QUINQUEFOLIA	35	30	15
19	PALMETTO PALM	SABAL PALMETTO	8	6	15
20	PALMETTO PALM	SABAL PALMETTO	8	15	15
21	WASHINGTONIA PALMS	WASHINGTONIA ROBUSTA	6	25	7
22	WASHINGTONIA PALMS	WASHINGTONIA ROBUSTA	6	25	7
23	UMBRELLA PALM	CYPRIUS ALTERNIFOLIUS	25	25	30



LEGAL DESCRIPTION: Lots 19 and 20, Block 4, 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. (folio no. 13-2227-001-0990)

TOGETHER WITH:

Lot 21, Block 4, 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. (folio no. 13-2227-001-0970)

SURVEY FOR: CONGRESS DRIFTWOOD, LLC
8927-8955 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

I HEREBY CERTIFY: That the BOUNDARY SURVEY of the above captioned property was completed under my supervision and/or direction, to the best of my knowledge and belief. This survey meets or exceeds the Standards of Practice set forth by the Florida Board of Land Surveyors in Chapter 11-17 Florida Administrative Code. Pursuant to Section 472.027, Florida Statutes.

DELTA MAPPING AND SURVEYING, INC.

DELTA MAPPING AND SURVEYING, INC.
13301 SW 132ND AVENUE, SUITE 117
MIAMI, FLORIDA 33186

CERTIFICATE OF AUTHORIZATION
I.R. NO. 7950
STATE OF FLORIDA

785-429-1024
FAX: 785-532-1152

- 1) FLOOD ZONE: AE BASE: +10' PANEL NO. 1208500144
- 2) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
- 3) EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING PROPERTY
- 4) 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
- 5) LOCATION AND IDENTIFICATION OF UTILITIES, IF ANY ARE SHOWN IN ACCORDANCE WITH RECORDED PLAT OWNERSHIP IS SUBJECT TO OPINION OF TITLE
- 6) TYPE OF SURVEY: BOUNDARY SURVEY
- 7) THE HEREIN CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE SHOWN LEGAL DESCRIPTION: PROVIDED BY CLIENT
- 8) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID AND FOR REFERENCE ONLY, UNLESS SIGNED AND SEALED WITH THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 9) THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNRELATED PARTIES
- 10) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON. CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.
- 11) THE SURVEYOR OF RECORD DOES NOT DETERMINE OWNERSHIP OF FENCES. MEASUREMENTS SHOWN HEREON DEPICT PHYSICAL LOCATION OF FENCE
- 12) ACCURACY: THE EXPECTED USE OF LAND AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (11-17 FAC), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THE TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 2,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT
- 13) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
- 14) NO ATTEMPT HAS BEEN MADE TO LOCATE ANY FOUNDATION BENEATH THE SURFACE OF THE GROUND.
- 15) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.
- 16) 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

IF ELEVATIONS ARE SHOWN, THEY ARE BASED ON A CLOSED LEVEL LOOP USING THIRD ORDER PROCEDURE AND ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
+0.0 DENOTES EXISTING ELEVATION
ELEVATION REFERS TO THE NATIONAL GEODETIC VERTICAL DATUM OF MEAN SEA LEVEL OF 1929
BENCHMARK: 5-243 ELEVATION: +11.77'
LOCATOR INDEX: 2225

BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF NORTH 63 DEGREES 53 SECONDS 34 MINUTES EAST FOR THE SOUTHERLY LINE OF LOT 21

FIELD SURVEY DATE: 9-29-17 SCALE: 1" = 20' DRAWN BY: M.G.
DRAWING DATE: 10-2-17 FB: SKETCH DRAWING NO.: 17-0802

BOUNDARY SURVEY

Delta Mapping and Surveying, Inc.
13301 SW 132ND AVENUE, SUITE 117 MIAMI FL 33186
PHONE: (785) 429-1024 E-MAIL: DELTAMAPPING@GMAIL.COM

Surveyors
Land Planners
& Mappers

REVISIONS
DATE: 10-02-2017
SCALE: 1" = 20'
DRAWN BY: M.G.
DRAWING NO: 07-0402
SHEET NO. 1 OF 1

SEAL

Prepared by and return to:
Rosemarie Bacallao, Esq.

Fromberg, Perlow & Kornik, P.A.
20295 N.E. 29 Place Suite 200
Aventura, FL 33180
305-933-2000
File Number: 7864.023
Will Call No.:

RECEIVER

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 25th day of January, 2016 between Bruder Enterprises, Inc., a Florida corporation whose post office address is 9601 Collins Avenue, Unit 1206, Bal Harbour, FL 33154, grantor, and Congress Driftwood LLC, a Delaware limited liability company whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110, grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseeth, 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, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Lots 19 and 20, Block 4, Bay Harbor Island, according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida

Parcel Identification Number: 13 2227 001 0960

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, specifically including, the matters listed in Exhibit "A", attached hereto and incorporated herein by this reference (the "Permitted Exceptions"), however this shall not serve to reimpose same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except the Permitted Exceptions.

Exhibit "A"

PERMITTED EXCEPTIONS

1. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
2. All matters contained on the Plat of Bay Harbor Islands, recorded in Plat Book 46, Page 5, of the Public Records of Dade County, Florida.

CFN: 20160311182 BOOK 30090 PAGE 4453
DATE: 05/26/2016 11:19:12 AM
DEED DOC 7,383.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0010

WARRANTY DEED

THIS INDENTURE, made this 17th day of May, 2016, by Thomas J. Telesco and Lyn M. Telesco, husband and wife, whose mailing address is 9925 East Bay Harbor Drive, Bay Harbor Islands, FL 33154, ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9919 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

MIADOC5 12729232 1 39354.0008

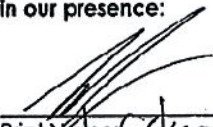
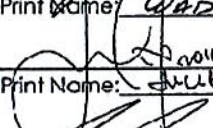
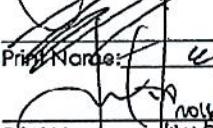
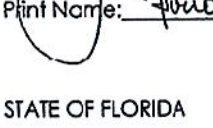
CFN: 20160311182 BOOK 30090 PAGE 4454

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

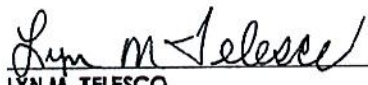
IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:


Print Name: WADE D JONES

Print Name: JULIE A JONES

Print Name: WADE D JONES

Print Name: JULIE A JONES

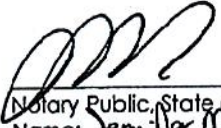
GRANTOR:


THOMAS J. TELESKO


LYN M. TELESKO

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

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas J. Telesco and Lyn M. Telesco, who (X) are personally known to me.


Notary Public, State of Florida
Name: Jennifer Morales
(affix notary seal)



CFN: 20160311182 BOOK 30090 PAGE 4455

EXHIBIT "A"

Permitted Exceptions

1. Easement for utilities reserved in Declaration of Restrictions, recorded May 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCs 12729232 1 39354.0008

CFN: 20160311182 BOOK 30090 PAGE 4456

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 17th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following units in the Condominium from Thomas J. Telesco and Lyn M. Telesco (collectively, "Seller"), with such units more particularly described below (collectively, the "Acquisition"):

Condominium Units 9919 and 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCS 12367584 1

CFN: 20160311182 BOOK 30090 PAGE 4457

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

Witnessed by: Name: <u>Wade D Jones</u> Name: <u>Wade D Jones</u>	ASSOCIATION: THE MAINE VILLAS, a Florida not-for-profit corporation By: <u>Thomas Telesco</u> Name: Thomas Telesco Title: Director and Treasurer
---	---

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

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas Telesco, as Director and Treasurer of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He is (X) personally known to me or () has presented Florida Driver's License, as identification.

Jennifer Morales
Name: Jennifer Morales
Notary Public, State of Florida
Commission No. FF 77775
My Commission Expires: 12/10/17



- 2 -

MIADOCS 12367584 1

CFN: 20160311183 BOOK 30090 PAGE 4458
DATE: 05/26/2016 11:19:12 AM
DEED DOC 6,183.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0020

WARRANTY DEED

THIS INDENTURE, made this 23 day of May, 2016, by Elie William Bardawil, a married man, whose mailing address is 19440 East Lake Drive, Miami Lakes, Florida 33015-2216 ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "**Property**") described as follows:

Condominium Unit 9921 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "**Permitted Exceptions**"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Elie William Bardawil represents and warrants that the property described herein is not and has never been his place of residence, nor is it or has it ever been contiguous thereto and therefore is not homestead property according to Florida Law. Elie William Bardawil homestead address is: 19440 East Lake Drive, Miami Lakes, FL 33015-2216.

CFN: 20160311183 BOOK 30090 PAGE 4459

Together with any and all structures, improvements and fixtures thereon or therein;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

GRANTOR:


Print Name: IRA R. SHAPIRO

Print Name: Pamela J. Casquilla


ELIE WILLIAM BARDAWIL


Print Name: IRA R. SHAPIRO

Print Name: Pamela J. Casquilla

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

The foregoing instrument was acknowledged before me this 23 day of May, 2016 by Elie William Bardawil, who () is personally known to me or (✓) has produced driver's license as identification.



IRA R. SHAPIRO
MY COMMISSION # FF 042476
EXPIRES: December 4, 2017
Need More Budget Notary Services


Notary Public, State of Florida
Name: IRA R. SHAPIRO
(affix notary seal)

MIADOCs 12729264 1 39354.0068

CFN: 20160311183 BOOK 30090 PAGE 4460

EXHIBIT "A"

Permitted Exceptions

1. Easement for utilities reserved in Declaration of Restrictions, recorded April 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCS 12729264 1 39354.0008

CFN: 20160311183 BOOK 30050 PAGE 4461

This Instrument Prepared by and Return to:

J. Donald Wasil, Esq.
Shuts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 24th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following unit in the Condominium from Elie William Bardawil ("Seller"), with such unit more particularly described below (collectively, the "Acquisition"):

Condominium Unit 9921 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

MIADOCS 12370627 1

CFN: 20160311184 BOOK 30090 PAGE 4463
DATE: 05/26/2016 11:19:12 AM
DEED DOC 6,183.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0030

WARRANTY DEED

THIS INDENTURE, made this 19 day of April, 2016, by P. Joseph Parent and Shirley M. Parent, husband and wife, whose mailing address is 18 Ivy St., Portland, Maine 04102 ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9923 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

MIADOCs 12729320 1 39354.0068

CFN: 20160311184 BOOK 30090 PAGE 4464

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
In our presence:

GRANTOR:

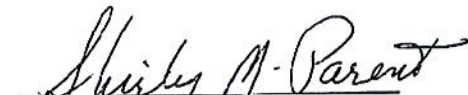

Print Name: Pamela J. Casquilla

husband
Print Name: Guillermo Girard


Print Name: Pamela J. Casquilla

husband
Print Name: Guillermo Girard


P. JOSEPH PARENT

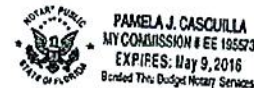

SHIRLEY M. PARENT

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

The foregoing instrument was acknowledged before me this 19th day of April, 2016, by Joseph Parent and Shirley M. Parent, husband and wife, 2016, by who () is personally known to me or X has produced a driver's license as identification.



Notary Public, State of Florida
Name: Pamela J. Casquilla
(affix notary seal)



MIADOCs 12729320 139354.0008

2

CFN: 20160311184 BOOK 30090 PAGE 4465

EXHIBIT "A"**Permitted Exceptions**

1. Easement for utilities reserved in Declaration of Restrictions, recorded April 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCS 12129320 1 39354.0008

CFN: 20160311184 BOOK 30090 PAGE 4466

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 24th day of April, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following unit in the Condominium from P. Joseph Parent and Shirley M. Parent (collectively, "Seller"), with such unit more particularly described below (collectively, the "Acquisition"):

Condominium Unit 9923 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCS 12370694 I

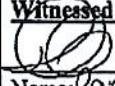
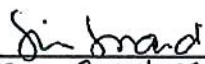
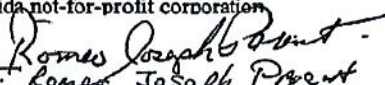
CFN: 20160311184 BOOK 30090 PAGE 4467

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Assignment by this reference.

2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

IN WITNESS WHEREOF, the Association has caused this Approval and Waiver to be executed under seal as of the day and year first above written.

Witnessed by:  Name: <u>Pamela J. Casquilla</u>  Name: <u>Cristina Girard</u>	ASSOCIATION: THE MAINE VILLAS, a Florida not-for-profit corporation By:  Name: <u>Romeo Joseph Parent</u> Title: <u>President</u>
---	---

STATE OF Florida)
 COUNTY OF Miami-Dade) ss:

The foregoing instrument was acknowledged before me this 19 day of April, 2016 by Romeo Joseph Parent, as President of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is ☐ personally known to me or ☒ has presented Florida Driver's License, as identification.

maire

Name: _____
 Notary Public, State of Florida
 Commission No. _____
 My Commission Expires: _____



MIADOCS 12570694 1

- 2 -

CFN: 20160311186 BOOK 30090 PAGE 4470
DATE: 05/26/2016 11:19:12 AM
DEED DOC 4,983.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0040

WARRANTY DEED

THIS INDENTURE, made this 17th day of May, 2016, by Thomas J. Telesco and Lyn M. Telesco, husband and wife, whose mailing address is 9925 East Bay Harbor Drive, Bay Harbor Islands, FL 33154 ("**Grantor**"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

MIADOCs 12729519 | 39354.0003

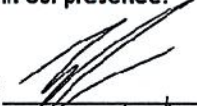
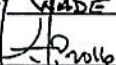
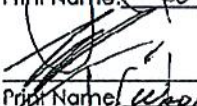
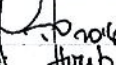
CFN: 20160311186 BOOK 30090 PAGE 4471

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

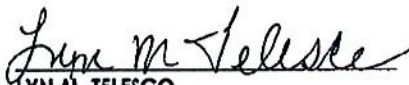
IN WITNESS WHEREOF, Grantor has set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
In our presence:

X 
Print Name: WADE D JONES
Print Name:  HUB CANTAYA
X 
Print Name: WADE D JONES
Print Name:  HUB CANTAYA

GRANTOR:


THOMAS J. TELESKO


LYN M. TELESKO

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

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Thomas J. Telesco and Lyn M. Telesco, who () are personally known to me.


Notary Public, State of Florida
Name: Jennifer Morales
(affix notary seal)



MIADOCS 12729510 1 39354.0008

2

CFN: 20160311186 BOOK 30090 PAGE 4472

EXHIBIT "A"**Permitted Exceptions**

1. Easement for utilities reserved in Declaration of Restrictions, recorded May 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCS 12729510 1 39354.0008

CFN: 20160311186 BOOK 30090 PAGE 4473

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 17th day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of Congress Driftwood LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following units in the Condominium from Thomas J. Telesco and Lyn M. Telesco (collectively, "Seller"), with such units more particularly described below (collectively, the "Acquisition"):

Condominium Units 9919 and 9925 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOCS 12367584 1

<https://www2.miami-dadeclerk.com/officialrecords/PrintDocument.aspx?QS=YaoUfOzxry1...> 7/7/2016

CFN: 20160311188 BOOK 30090 PAGE 4477
DATE: 05/26/2016 11:19:12 AM
DEED DOC 6,183.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument prepared by
and when recorded return to:**

Terry B. Fein, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Tax Folio Number: 13-2227-086-0050

WARRANTY DEED

THIS INDENTURE, made this 23 day of May, 2016, by Arlene G. McIntosh, as Trustee of the Arlene G. McIntosh Trust dated December 24, 2002, whose mailing address is 3530 Mystic Pointe Drive, # 101 ^{**} ("Grantor"), to Congress Driftwood LLC, a Delaware limited liability company, whose post office address is c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Grantee").

^{**}Aventura, Florida 33180

WITNESSETH:

Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm to the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real property located in MIAMI-DADE County, Florida (the "Property") described as follows:

Condominium Unit 9927 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

Subject to the following (the "Permitted Exceptions"):

1. Taxes and assessments for the year 2016 and all subsequent years; and
2. The matters listed in Exhibit "A", attached hereto and incorporated herein by this reference, without hereby intending to reimpose the same.

Together with any and all structures, improvements and fixtures thereon or therein;

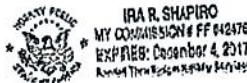
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

Subject to the Permitted Exceptions, Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

GRANTOR:

Arlene G. McIntosh
Arlene G. McIntosh, as Trustee of the
Arlene G. McIntosh Trust dated
December 24, 2002

The foregoing instrument was acknowledged before me this 23 day of May, 2016 by John McIntosh and Arlene G. McIntosh, husband and wife, who () are personally known to me or (✓) have produced drivers license as identification.



Notary Public, State of Florida
Name: IRA R. SHAPIRO
(affix notary seal)

<https://www2.miami-dadeclerk.com/officialrecords/PrintDocument.aspx?QS=YaoUfOzxry1...> 7/7/2016

CFN: 20160311188 BOOK 30090 PAGE 4479

EXHIBIT "A"**Permitted Exceptions**

- I. Easement for utilities reserved in Declaration of Restrictions, recorded April 19, 1947, in Deed Book 2848, Page 69, the rights under which were assigned to American Mortgage and Safe Deposit Company, a Florida corporation, by Assignment, recorded March 30, 1977, in Official Records Book 9632, Page 1157, as affected by Notice to Extend, recorded April 14, 1977, in Official Records Book 9649, Page 253, all of the Public Records of Miami-Dade County, Florida.

MIADOCS 12729523 I 39354.0008

CFN: 20160311188 BOOK 30090 PAGE 4480

This Instrument Prepared by and Return to:
J. Donald Wasil, Esq.
Shuts & Bowen LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, FL 33131

Note: Cross-reference to Declaration of Condominium
of The Maine Villas, a Condominium recorded on November 1, 1985
in Official Records Book 12689, Page 17, of the Public Records
of Miami-Dade County, Florida.

APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL
FROM
THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS APPROVAL OF SALE AND WAIVER OF RIGHT OF FIRST REFUSAL FROM THE MAINE VILLAS CONDOMINIUM ASSOCIATION (this "Approval and Waiver") is executed as of this 24 day of May, 2016 by THE MAINE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), in favor of CONGRESS DRIFTWOOD LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, The Maine Villas, a Condominium is a condominium located at 9919-9927 East Bay Harbor Dr., Bay Harbor Islands, Florida 33154 (the "Condominium") and was created by that certain Declaration of Condominium recorded on November 1, 1985 in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida (the "Declaration");

WHEREAS, the Association is the condominium association for the Condominium under the Declaration and has various rights and duties under the Declaration;

WHEREAS, pursuant to Section 16.A. of the Declaration, the Association has a right of first refusal in connection with the sale of any condominium unit within the Condominium (the "Right of First Refusal");

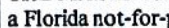
WHEREAS, the Association desires to waive the Right of First Refusal in connection with Purchaser's acquisition the following unit in the Condominium from Arlene G. McIntosh, as Trustee of the Arlene G. McIntosh Trust dated December 24, 2002 (collectively, "Seller"), with such unit more particularly described below (collectively, the "Acquisition"):

Condominium Unit 9927 of THE MAINE VILLAS, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 12689, Page 17, of the Public Records of Miami-Dade County, Florida, as may be amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto; and

MIADOC5 12370670 1

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Association, the Association hereby agrees as follows:

2. Approval of Acquisition and Waiver of Right of Refusal. The Association hereby irrevocably and unconditionally approves the Acquisition and waives the Right of First Refusal in connection with the Acquisition. Further, the Association hereby affirms that Seller has satisfied all obligations under Section 16.A. of the Declaration in connection with obtaining the Association's approval of the Acquisition and waiver of the Right of First Refusal.

<u>Witnessed by:</u>  Name: <u>IRA R. SHAPIRO</u>  Name: <u>Pamela J. McIntosh</u>	<u>ASSOCIATION:</u> THE MAINE VILLAS, a Florida not-for-profit corporation By:  Name: <u>ARLENE MCINTOSH</u> Title: Director, Vice President and Secretary
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The foregoing instrument was acknowledged before me this day of May, 2016 by Arlene McIntosh, as Director, VP & Secretary of THE MAINE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. She is () personally known to me or (✓) has presented Florida Driver's License, as identification.



IRA R. SHAPIRO
NY COMMISSION # FF 042476
EXPIRES: December 4, 2017
Amended Through the Military Service

Name: IRA R. SHAPIRO
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

**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 9th day of July, 2018 (the "Effective Date") by and between **CONGRESS DRIFTWOOD LLC**, a Delaware limited liability company with an address c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Purchaser"), and **CONGRESS BHN LLC**, a Delaware limited liability company with an address c/o The Congress Group, 33 Arch Street, Suite 1100, Boston, MA 02110 ("Seller").

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").

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").

C. Seller has agreed to sell to Purchaser three (3) transferable development rights ("TDRs") appurtenant to the Seller Property, which TDRs exist in accordance with the zoning laws and ordinances (collectively the "Laws") in effect in the Town of Bay Harbor Islands (the "Town"), State of Florida, 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 Purchaser to Seller, the receipt, sufficiency and adequacy of which is hereby acknowledged, Seller and Purchaser, 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.

Subject to the credits and adjustments set forth in this Agreement, Purchaser shall pay Seller \$142,500.00 (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 \$47,500.00 (the "Per TDR Purchase Price"); (ii) the Seller Property having 3 TDRs that can be conveyed and transferred from the Property in accordance with the Laws; and (iii) Seller having the right, in accordance with the Laws, to convey and transfer 3 TDRs from the Seller Property to the Property. If the number of TDRs that can be conveyed and transferred from the Seller Property to the Property in accordance with the Laws is greater or less than 3 TDRs, then the Purchase Price shall be adjusted up or down based on the actual number of TDRs that can be conveyed and transferred from the Seller Property to the Property in accordance with the Laws multiplied by the Per TDR Purchase

Price; it being the intention of the Parties that Purchaser be obligated to only pay for the TDRs that can actually be conveyed and transferred from the Seller Property to the Property in accordance with the Laws.

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. INTENTIONALLY DELETED.

6. Representations, Warranties, Covenants and Agreements of Seller.

Seller hereby represents, warrants, covenants, agrees and states to and with Purchaser as follows:

(a) Seller has good and marketable fee simple title to the TDRs, free and clear of all liens and encumbrances, and has not previously sold, transferred, conveyed or encumbered the TDRs.

(b) Seller has the full right, power and authority to enter into and perform under this Agreement and to consummate the transaction contemplated herein. Other than obtaining the TDR Approval (hereinafter defined) from the Town, 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 connection herewith; or (ii) perform any of its obligations under this Agreement or under any other 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) provided the TDR Approval has been obtained, 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) 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 and as long as this Agreement remains in effect, 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.

7. 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 or 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 of 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 or 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.

8. 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 all applications, petitions and other documents, agreements and/or instruments (any of the foregoing being referred to herein as an

"Approval Submittal") necessary or desirable to obtain the Town's approval, as evidenced by a final non-appealable resolution approving the transfer of the TDRs as contemplated herein, of: (i) this Agreement and the transaction contemplated herein; and (ii) the conveyance and transfer 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 Postponed Approval Submittal (as hereinafter defined), if applicable) and the TDR Approval. In that regard, Seller covenants and agrees, promptly upon the request of Purchaser (but in no event later than ten (10) days following receipt of such request, and at no cost or expense to Seller), to execute and deliver to Purchaser all applications, petitions, consents, authorizations and other documents, agreements, and instruments necessary or desirable for Purchaser to apply for, submit, process and obtain any Approval Submittal, Postponed Approval Submittal and/or TDR Approval. The failure of Seller to execute and deliver to Purchaser any of the foregoing items necessary for Purchaser to submit, process and/or obtain any Approval Submittal, Postponed Approval Submittal and/or TDR Approval within the time period required by this Section shall be a default by Seller under this Agreement (an "Execution/Delivery Default"), and in the event of an 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, Postponed Approval Submittal and/or TDR Approval as a result of an Execution/Delivery Default, provided the basis of such extension is submitted in writing to Seller.

(b) Purchaser shall have the right to modify, amend and/or withdraw any Approval Submittal, as well as postpone, delay and/or withdraw any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered, in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual. If Purchaser postpones, delays and/or withdraws any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered (such public hearing is referred to herein as the "Postponed Hearing" and the Approval Submittal that was to be considered at such public hearing is referred to herein as the "Postponed Approval Submittal") in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual, then the Closing Date shall be extended on a day-for-day basis equal to the number of days between the date of the Postponed Hearing and the date of the re-scheduled public hearing at which the Postponed Approval Submittal is actually considered. Seller covenants and agrees: (i) not to withdraw, hinder, delay or object to the execution, delivery, preparation, submission, processing, hearing of, amendment to or modification of any Approval Submittal or TDR Approval in any way whatsoever (whether directly or indirectly); and (iii) not to seek any amendment, modification, rescission, cancellation or termination of any Approval Submittal or TDR Approval, whether now or hereafter existing, unless otherwise requested to do so by Purchaser in writing.

9. 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 6 above shall be materially 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 transfer 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, or any such appeal having been finally resolved in Purchaser's favor (such date on which all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed or the date on which any appeal is finally resolved in Purchaser's favor 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 and the parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; or (ii) extend the Closing Date for a reasonable period of time (as determined by Purchaser): (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 until the Condition Precedent at issue is satisfied.

10. Documents to be Delivered at Closing.

At Closing: (a) Seller shall execute and deliver to Purchaser a Special Warranty Deed for Transfer of Development Rights, or such other instrument as the Town may require (in either event, the "Deed"), in form and substance satisfactory to Purchaser and in recordable form, conveying and transferring the TDRs to the Purchaser and the Property in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances; (b) Seller shall deliver to Purchaser a resolution, in recordable form, from the members of Seller or other form of authority acceptable to Purchaser authorizing the transaction contemplated herein and the consummation thereof (including, without limitation, the authority to execute and deliver the Deed) by Seller; (c) if Seller submits the Seller's Property to condominium form of ownership prior to the Closing, Seller shall deliver to Purchaser a Quitclaim Deed for Transfer of Development Rights, in form and substance satisfactory to Purchaser and in recordable form, executed on behalf of the condominium association pursuant to which the condominium association conveys and transfers any and all right, title and interest the condominium association may have in and to the TDRs to the Purchaser, free and clear of any claims, liens, mortgages, security agreements, financing statements or other encumbrances, together with such evidence of good standing and authority as Purchaser's title company may require; (d)

such other documents and instruments, including title and other affidavits and FIRPTA certificates, as Purchaser's title company may reasonably require or are customarily given in transactions of this nature; 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 to Seller.

11. Closing.

The "Closing", subject to the terms and provisions of this Agreement, shall take place at the offices of Buyer's counsel by escrow closing commencing at 11:00 AM on the date that is ten (10) days after the TDR Approval Date, provided that the Closing shall occur on or before the date that is 180 days from the Effective Date (the "Outside Closing Date"). Notwithstanding the foregoing, Purchaser may extend the Outside Closing Date as reasonably determined by Purchaser, provided Purchaser is pursuing the Approval Submittal or Postponed Approval Submittal, as the case may be, and the TDR Approval with reasonable diligence.

12. Default.

(a) If Purchaser defaults on any term, covenant, condition or other provision of this Agreement, 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, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement. 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.

(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 the right, in addition to, and not in lieu of any other right or remedy at law or in equity, to terminate this Agreement by giving a written notice of termination to Seller, whereupon this Agreement shall terminate, and Seller shall immediately reimburse Purchaser an amount equal to all fees, costs, expenses and other charges incurred by Purchaser in connection with the transaction contemplated by this Agreement through the date of such termination (collectively, the "Actual Costs").

13. Notices.

All notices to be given under this Agreement shall be in writing and sent to Seller or Purchaser, as the case may be, 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 33 Arch Street, Suite 1100, Boston, MA 02110, Attn: Dean F. Stratouly, Phone No. (617) 897-7200, email address: dstratouly@congressgroup.com; together with a

copy to Kim M. Rubin Attorney at Law, 55 Lynn Road, Needham, MA 02494, Phone No. (781) 455-8458, email address: krubin@krubinlaw.com.

Notices to Seller shall be sent to 33 Arch Street, Suite 1100, Boston, MA 02110, Attn: Paula S. Phillips, Phone No. (617) 897-7200, email address: pphillips@congressgroup.com; together with a copy to Kim M. Rubin Attorney at Law, 55 Lynn Road, Needham, MA 02494, Phone No. (781) 455-8458, email address: krubin@krubinlaw.com.

The place to which any party, or any person designated to receive any notice on behalf of any party, is entitled to receive notice may be changed by such party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Purchaser and Seller, as applicable, are authorized to send and receive notices and demands under this Agreement for and on behalf of their respective clients.

14. Broker.

Purchaser and Seller represent and warrant 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.

I.

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 hereto 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 hereto 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 to the assignee and the assignee accepts such assignment and agrees to be bound by and to perform the terms, conditions, covenants, agreements and other provisions of this Agreement; and, upon any such assignment: (i) Purchaser shall be released from all obligations and liabilities under this Agreement, and (ii) Seller shall close on the transaction contemplated by this Agreement with the assignee as if the assignee were the original party to this Agreement. This Section shall survive Closing.

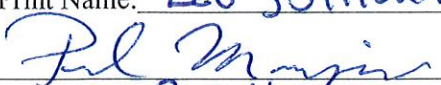
(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the terms or provisions set forth therein.

(h) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

*Signed, sealed and delivered
in the presence of*


Print Name: Leo Sullivan

Print Name: Paul Monzone

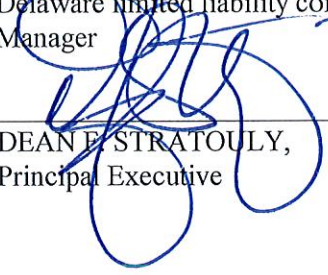
PURCHASER:

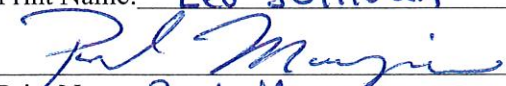
CONGRESS DRIFTWOOD LLC, Delaware
limited liability company

By: Congress Bay Harbor Holdings LLC, a
Delaware limited liability company, its sole member

By: **Congress MERI Bay Harbor Holdings**, a
Delaware limited liability company, its
Manager

By: **Congress MERI Partners LLC**, a
Delaware limited liability company, its
Manager

By: 
DEAN F. STRATOULY,
Principal Executive


Print Name: Leo Sullivan

Print Name: Paul Monzone

SELLER:

CONGRESS BHN LLC, Delaware limited
liability company

By: Congress Bay Harbor Holdings LLC, a
Delaware limited liability company, its sole
member

By: **Congress MERI Bay Harbor Holdings**, a
Delaware limited liability company, its
Manager

By: **Congress MERI Partners LLC**, a
Delaware limited liability company, its
Manager

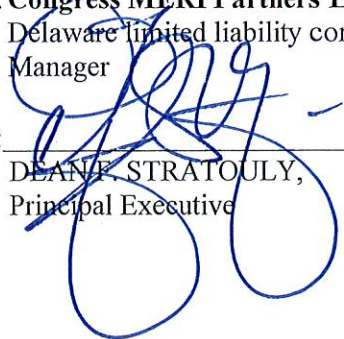
By: 
DEAN F. STRATOULY,
Principal Executive

EXHIBIT A

LEGAL DESCRIPTION OF THE SELLER PROPERTY

Lot 1, Block 4, 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.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Lots 19, 20 and 21, Block 4, 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.



August 20, 2018

Marlene Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Stephanie Bruder
Mayor

Joshua D. Fuller
Vice Mayor

Jordan W. Leonard
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW MULTI FAMILY ~ 9955 E. BAY HARBOR DR.
Transfer of Development Rights
9781 E. Bay Harbor Drive - 13-2227-001-1040
10301 E. Bay Harbor Drive - 13-2227-001-0800
1155 101 Street - 13-2227-119-0001

Dear Ms. Siegel:

As per you request, below please find the inspection results as required for the Transfer of Development Rights for the above-mentioned properties.

1. *9781 East Bay Harbor Drive* - Vacant Land
2. *10301 East Bay Harbor Drive* - Vacant Land
3. *1155 101 Street* - New Construction. Certificate of Occupancy issued on April 24, 2018 (see attached). A 40 year re-certification will not be required until *approximately 2058*.

If you have any further question or comments please feel free to contact me.

Sincerely,

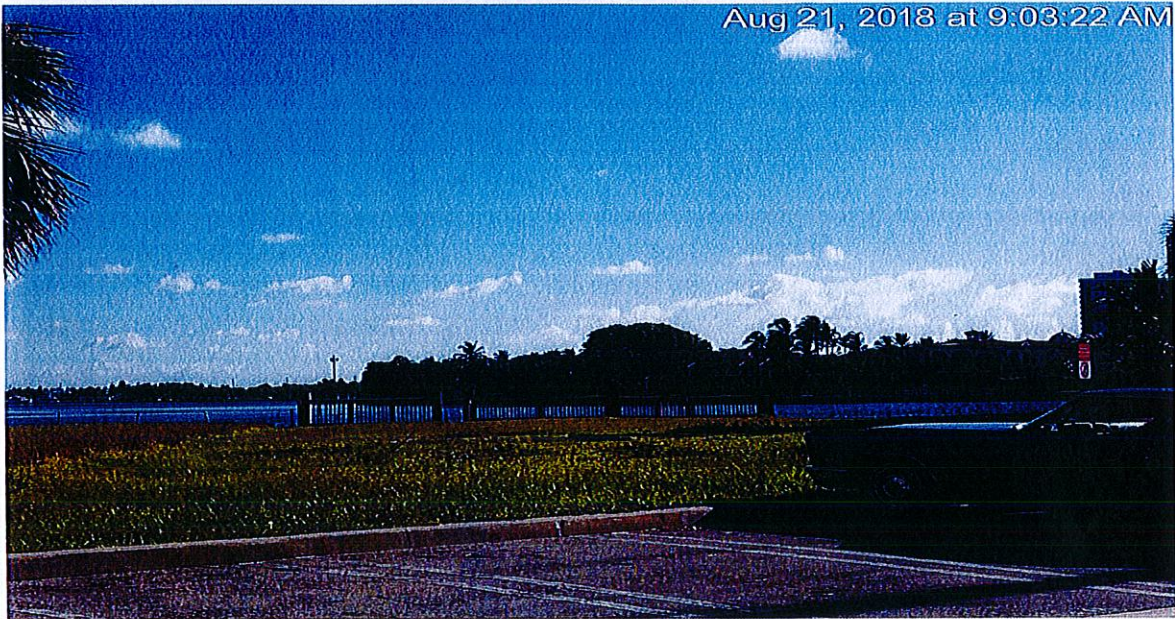
Dale E. Lee, C.B.O.
Chief Building Official
DEL/me

Town of Bay Harbor Islands Code Compliance Department

TDR Inspection

Date: August 21, 2018

Property Address: Congress BHN, LLC
10301 East Bay Harbor Drive
Bay Harbor Islands, FL 33154



Vacant lot



Found rebar protruding from the ground.

Sec. 23-12. - General provisions. (1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public....

Town of Bay Harbor Islands Code Compliance Department
TDR Inspection



Found rebar protruding from the ground.

Sec. 23-12. - General provisions. (1)Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public.....



Found rebar protruding from the ground.

Sec. 23-12. - General provisions. (1)Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public....

Town of Bay Harbor Islands Code Compliance Department
TDR Inspection



Found rebar protruding from the ground.

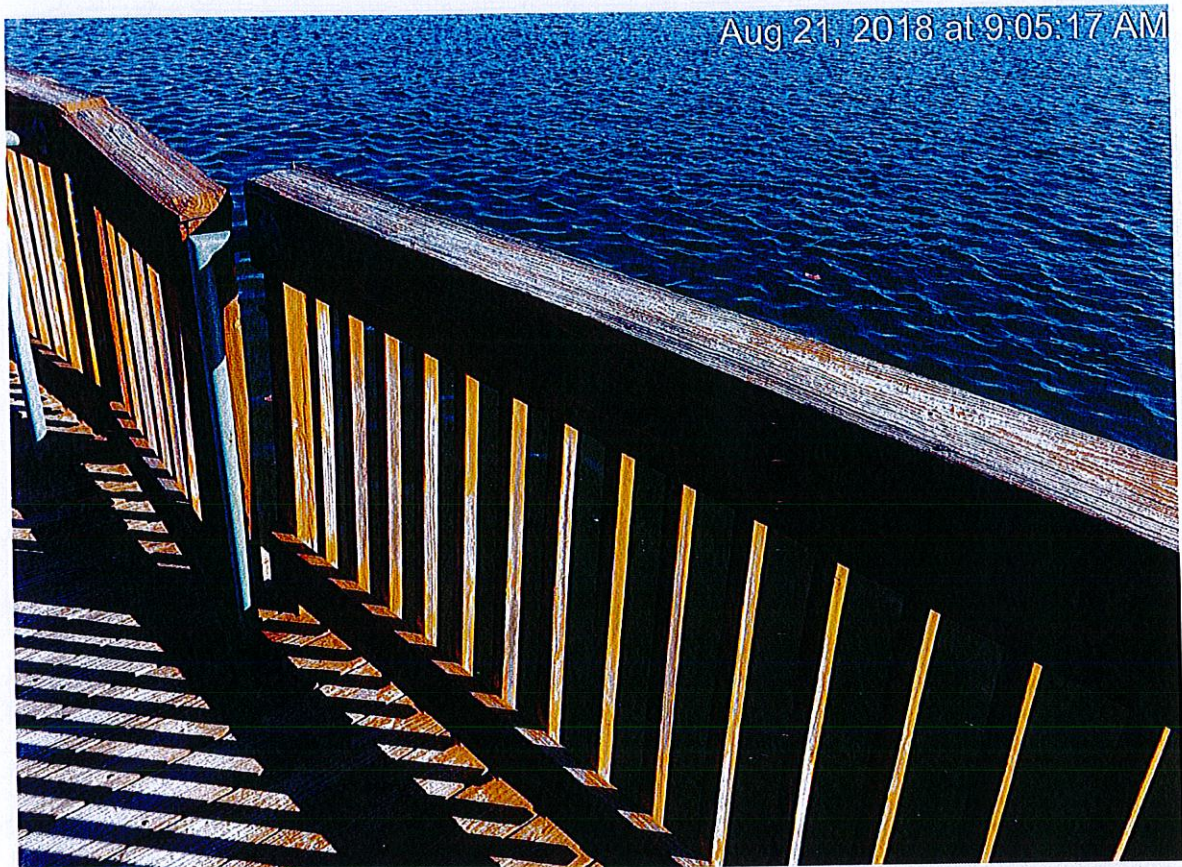
Sec. 23-12. - General provisions. (1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public....



The Dock railing is in disrepair.

Sec. 23-12. - General provisions. (1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public....

Town of Bay Harbor Islands Code Compliance Department
TDR Inspection



The dock railing is loose.

Sec. 23-12. - General provisions. (1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public....

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(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Siegel, Town Clerk
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 8/27/2018

Re: Transfer of Development Rights (TDR)
Congress Driftwood, LLC (35 Total DU)

CC:

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

TDR Request – 3 Private DU

Donor Site: 10301 E. Bay Harbor Drive / Lots 1 Block 4 (Future Opus MFR)

Receiving Site: 9955 E. Bay Harbor Drive / Lots 19-21 of Block 4 (Future Driftwood MFR)

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 requesting approval of the transfer of three (3) private TDR units, following is our analysis.

Our records indicate the **receiving** site (Driftwood MFR) was granted a Site Development Plan approval by the Town's PZ Board on March 20th, 2018 for a total of 35 DU. The Driftwood survey submitted shows that the site is slightly larger than usual as it is a slightly curved pie-shaped lot. The combined parcel size is 33,748 sq. ft. / .77 acres. Therefore, the allowable base zoning density of 34 DUA would allow for 26 DU on the receiving site (.77 acres X 34 DUA = 26.18 or 26 DU). Since the proposed project includes 35 total dwelling units this requires the acquisition of nine (9) TDR units to construct the project. To date, the developer has not acquired any units. The developer has filed a total of three (3) TDR applications to acquire the nine (9) TDR units – all from private property owners.

The **donor** site is approved to be developed as a 10-unit multifamily complex. It was originally approved for 10 units, but the owner has voluntarily reduced the unit total to 7 DU. The survey submitted with the TDR application notes the site is one (1) lot and does not indicate 11-feet of right-of-way was ever conveyed to the Town for on-street parking in the past. The survey indicates the size of the property is 13,008 sq. ft. (0.29 acres), an irregular slightly curved lot. FYI - This does not match the information published by the M-D Property Appraiser which states the property is 14,460 sq. ft. It is unknown to MMPA how the M-D Property Appraiser arrived at the published lot size. The survey data is clear.

August 27, 2018

The **receiving** site developer has also submitted two (2) concurrent applications for TDR units - one with Congress BHE, LLC / The Waters at 9781 E. Bay Harbor Drive for four (4) TDR units and the other with Bay Harbor 101, at 1155 101 Street for two (2) TDR units. If all three (3) private TDR applications are approved the **receiving** site will have acquired the nine (9) total TDR units needed to construct the 35 DU complex.

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.

AGENDA ITEM REPORT

September 17, 2018

ITEM NUMBER: 17.

ITEM: Discussion requested by Mayor Bruder regarding possible Town Hall renovations/facility. Enclosed is information previously distributed to the Council by the Town Manager regarding the same subject.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

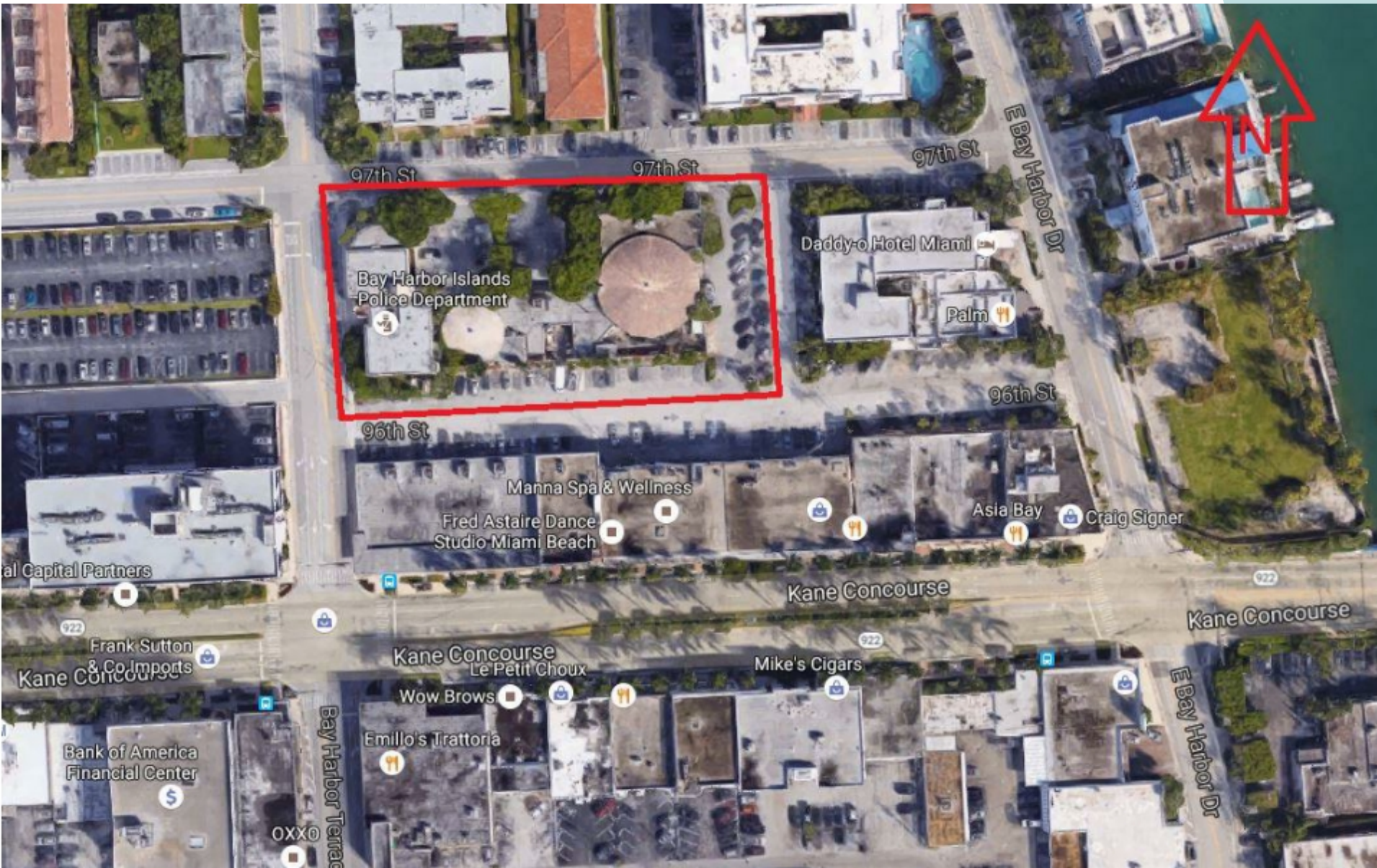
1. BHI+Options-rev

Town of Bay Harbor Islands

Town Hall Evaluation



Location Map



Existing Town Hall (9,500 SF)



Existing Town Hall (9,500 SF)



Town Hall Improvement Options

- Option 1
 - Existing interior and exterior building renovations plus a 6,000 SF expansion
- Option 2
 - New 3-story, 20,000 GSF building
- Option 3
 - Existing interior building renovation with enclosing the open lobby area.
- Option 4
 - Existing interior building renovation without enclosing the open lobby area.

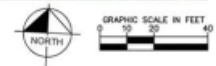
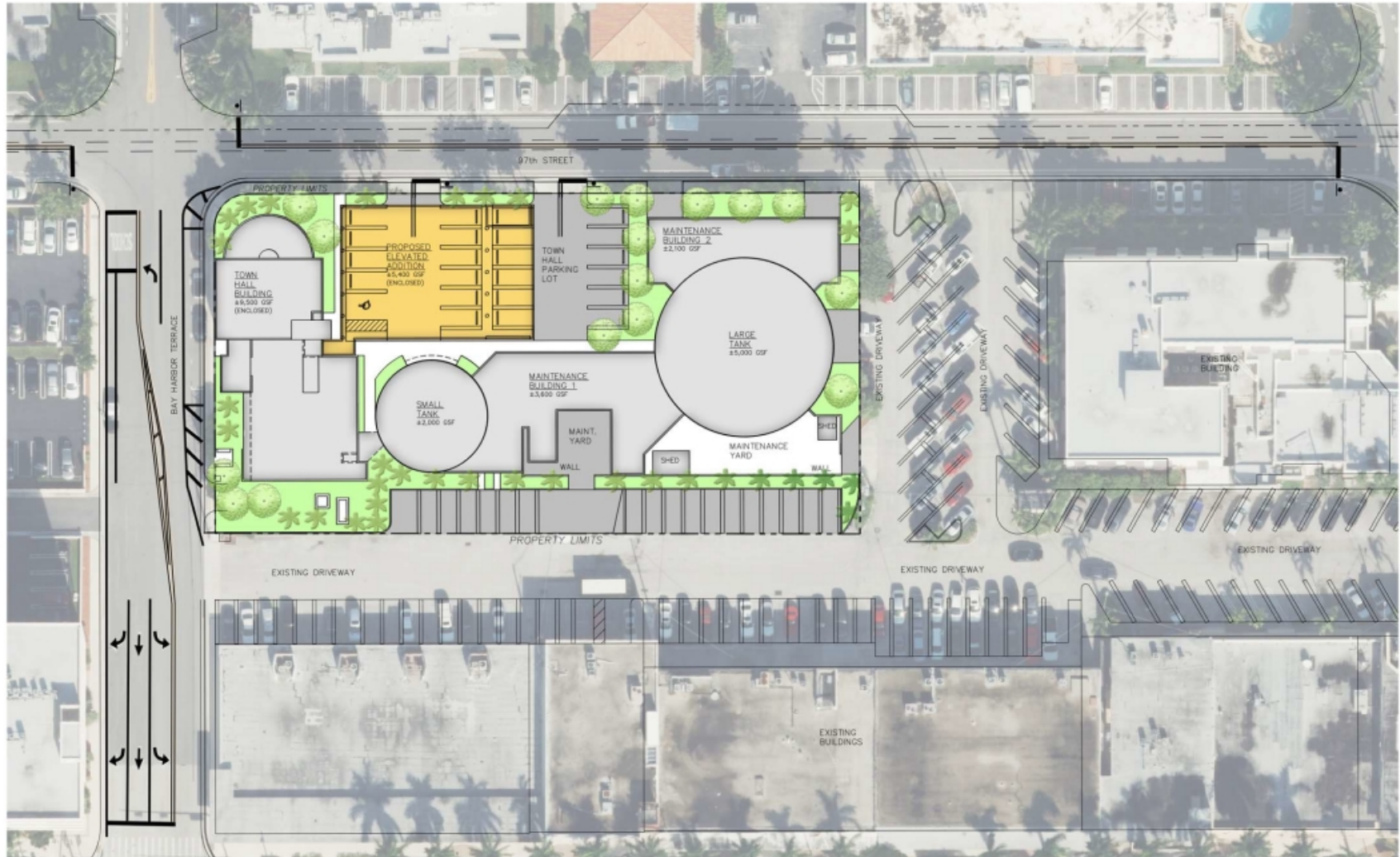
Option 1 - Existing Building Renovation w/ Exterior Improvements

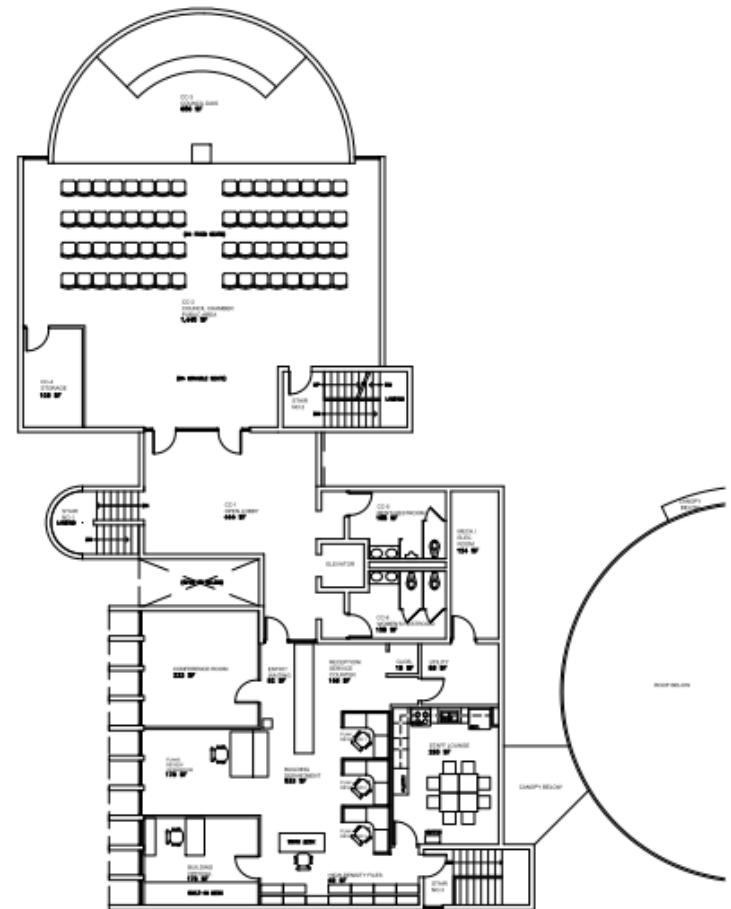
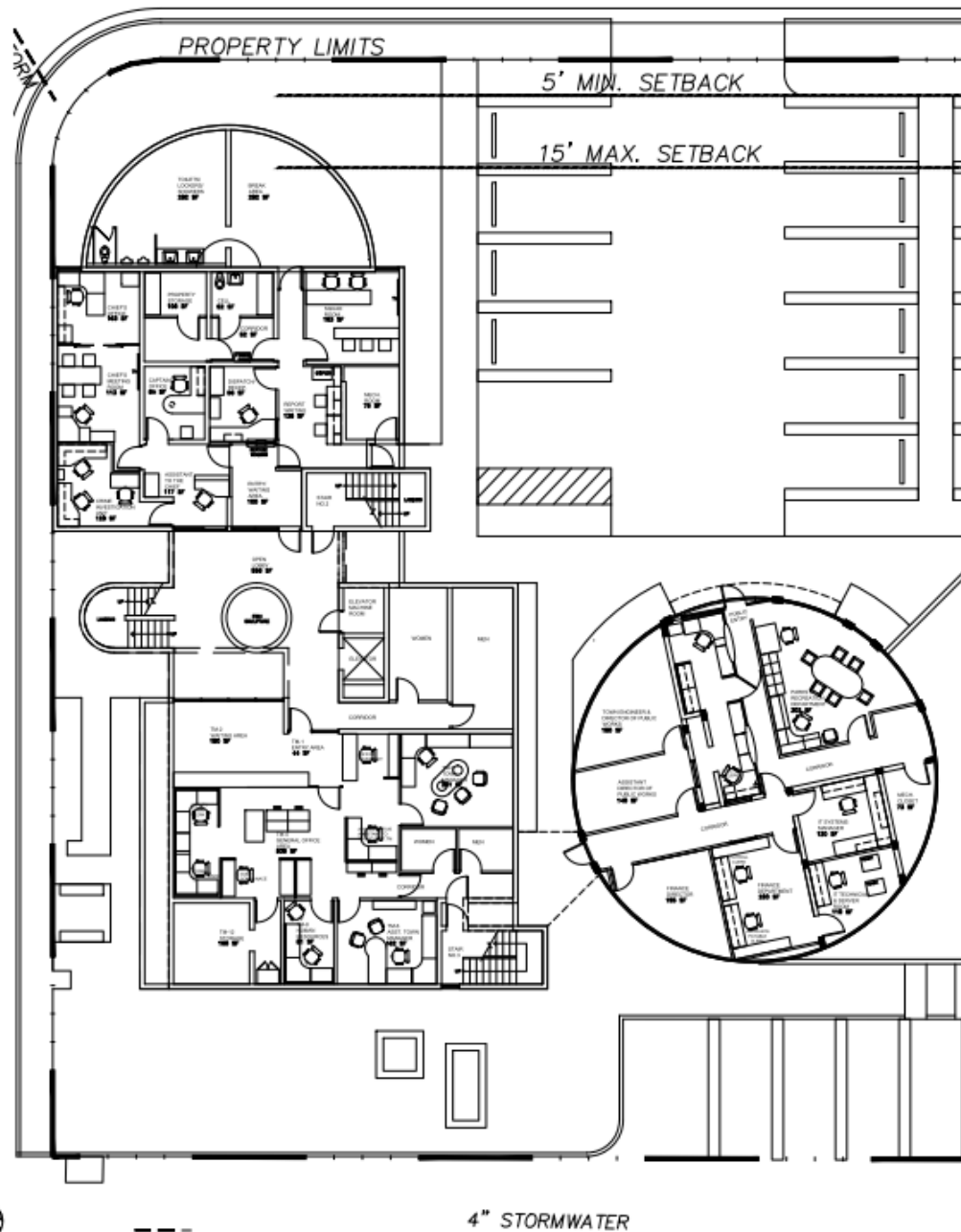


Option 1 - Existing Building Renovation w/ Exterior Improvements



Option 1



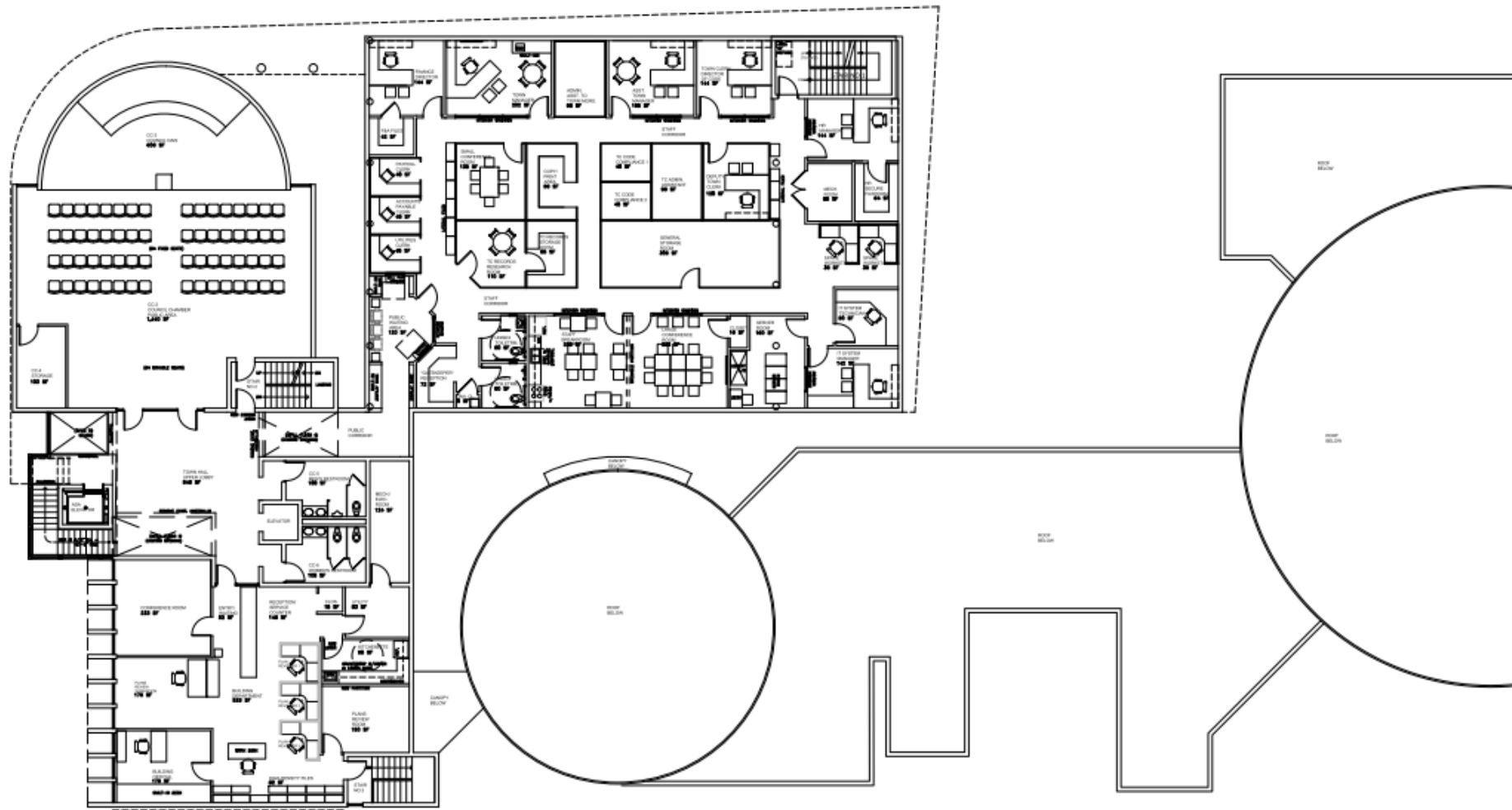


1 EXISTING FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

2 EXISTING SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



1

PROPOSED SECOND FLOOR PLAN - BUILDING DEPARTMENT & TOWN COUNCIL CHAMBERS IMPROVEMENTS, AND NEW ADDITION

SCALE: 1/8" = 1'-0"

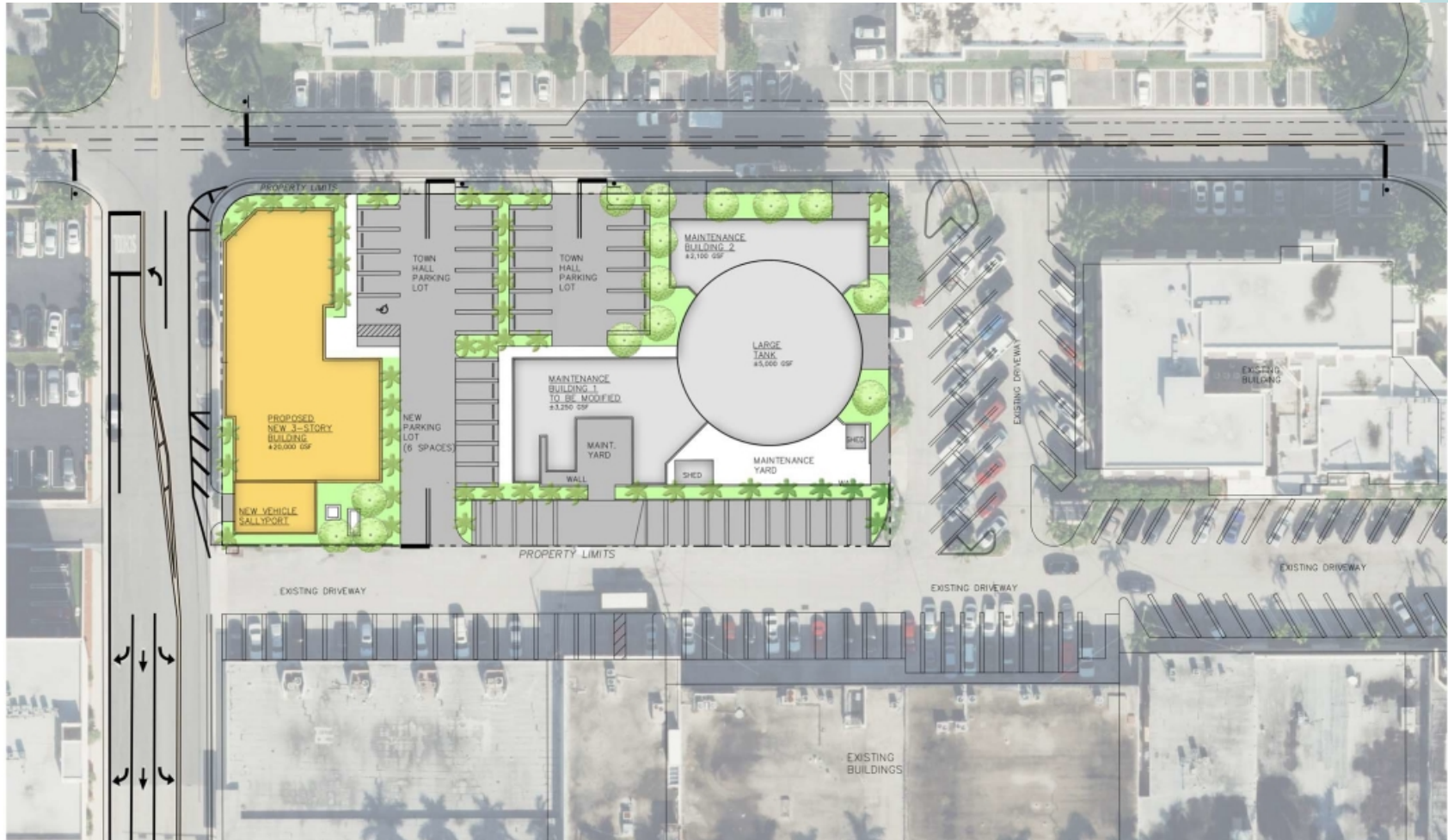
Option 1 – Cost Estimate

Item #	Description	
01	Site Improvements	\$460,032.00
02	New Building Addition	\$2,702,284.80
03	Interior Improvements - Police Department Areas	\$1,066,425.60
04	Interior Improvements - Town Council Chambers and Building Department Areas	\$536,064.00
05	Exterior Improvements	\$744,960.00
06	Small Tank Building - Interior and Exterior Improvements	\$247,040.00
	Construction Costs - Option 1	\$5,756,806.40
	10% Design Fees	\$575,680.64
	10% Contingency	\$633,248.70
	Total Project Costs - Option 1	\$6,965,735.74

Option 2

- Complete demolition of existing building (9,500 SF) and small tank (2,500 SF)
- Construction of new 3-story, 20,000 GSF building

Option 2



Option 2 – Cost Estimate

Item #	Description	
01	Site Improvements	\$850,752.00
02	New Building Construction	\$7,872,128.00
03	New Building FF&E	\$588,800.00
04	Maintenance Buildings - Exterior Improvements	\$337,201.92
	Construction Costs - Option 2	\$9,648,881.92
	10% Design Fees	\$964,888.19
	10% Contingency	\$1,061,377.01
	Total Project Costs - Option 2	\$11,675,147.12

Cost Estimates

- Option 1 (renovate existing building with new addition)= \$7,000,000
- Option 2 (demolish existing building and construct new 20,000 GSF town hall) = \$11,700,000
- Option 3 (renovate existing building enclose open lobby area) = \$3,000,000
- Option 4 (renovate existing building without enclosing open lobby area) = \$2,500,000



Questions?

Existing Building Elevations

