



**Town of Surfside
Special Town Commission Meeting
AGENDA**

January 24, 2013

7 p.m.

**Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154**

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**

2. Quasi-Judicial Hearings

Please be advised that the following items on the Agenda are Quasi-Judicial in nature. If you wish to object or comment upon an item, please complete a Public Speaker's Card indicating the agenda item number on which you would like to comment. You must be sworn before addressing the Town Commission and you may be subject to cross-examination. If you refuse to submit to cross-examination, the Town Commission will not consider your comments in its final deliberation. Please also disclose any Ex-Parte communications you may have had with any members of the Town Commission. Town Commission members must also do the same.

- A. Chateau Site Plan and Conditional Use Application – Roger M. Carlton, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") APPROVING THE CONDITIONAL USE APPLICATION SUBMITTED BY CHATEAU OCEAN, LLC (THE "APPLICANT"), PURSUANT TO SECTION 90-23-2 OF THE TOWN ZONING CODE TO PERMIT THE DEVELOPMENT OF PRIVATE OUTDOOR DINING FACILITIES, LOBBY BAR, AND POOLSIDE BAR, AND THE SITE PLAN APPLICATION, PURSUANT TO SECTION 90-41 ET. SEQ. OF THE TOWN ZONING CODE TO PERMIT A MULTIFAMILY RESIDENTIAL CONDOMINIUM BUILDING WITH UP TO EIGHTY-FIVE (85) RESIDENTIAL UNITS, INCLUDING A ROOF TOP DECK, POOLS, 180 PARKING SPACES, TANDEM PARKING, AND 24-HOUR VALET PARKING, TO BE KNOWN AS "CHATEAU OCEAN", PER PLANS ON FILE DATED JANUARY 10, 2013, CONSISTING OF ONE 12-STORY BUILDING LOCATED AT THE SOUTHEAST CORNER OF COLLINS AVENUE AND 94th STREET, CURRENTLY WITH THREE STREET ADDRESSES OF 9349, 9365 AND 9379 COLLINS AVENUE, SURFSIDE, FL, SUBJECT TO CERTAIN CONDITIONS WHICH SHALL BE INCLUDED IN A RECORDED COVENANT RUNNING WITH THE LAND, AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

3. Adjournment

Respectfully submitted,



Roger M. Carlton
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



Town of Surfside

Town Commission Communication

Agenda Item #:

Agenda Date: January 24, 2013

Subject: Chateau Site Plan

From: Roger M. Carlton, Town Manager
Sarah Sinatra Gould, AICP, Town Planner

Table of Contents:

1. Applicant Proposal
2. Site Plan Staff Analysis
3. Conditional Use Application
4. Development Impact Committee Summary
5. Town Commission Resolution
6. Exhibits:
 - a. Planning and Zoning Board Minutes of December 4, 2012
 - b. Option 1 and Option 2 Easement Graphic
 - c. Resolution
 - d. Applications and Letter of Intent
 - e. Traffic Study
 - f. Site Plan Package

REQUEST:

The applicant, Neisen Kasdin, on behalf of Chateau Ocean, LLC is proposing a not to exceed 85 unit condominium located at 9365 Collins Avenue, previously the Best Western property. The proposed development will consist of not to exceed 85 luxury units as well as the following amenities which are only open to residents and their guests: a lobby bar, a poolside bar and outside dining facilities. A 2011 analysis by the Town Manager titled, the *Five Year Financial Forecast*, demonstrates the clear impact on the Town that various development strategies have on property taxes borne by our residents. The proposed condominium is in line with the Town Commission's direction to implement the *Five Year Financial Forecast* with the goal of reducing the property tax burden on existing residents and having quality development for infill parcels.

The Development Impact Committee (DIC) met in three open, advertised, televised sessions. The first was October 1, 2012 and 11 items were discussed. Three of these items relating to the voluntary proffers, the LEED designation and the landscaping were not resolved and therefore

the meeting was continued to October 9, 2012. The three items were still not resolved at the October 9, 2012 meeting. One last meeting was held on October 15, 2012. Those items have now been resolved. Twelve (12) conditions from the DIC meeting were recommended by the DIC to the Planning and Zoning Board. 41 additional conditions were added as a result of continued review of the project by staff.

The Planning and Zoning Board heard this application at their December 5, 2012 meeting. The application was unanimously approved, with one additional condition, which is to grant an easement to the Town for the use of the hardpack. Since that time, outside counsel, Bill Bloom of Holland and Knight has been retained to ensure that all easements and legal descriptions are accurate and correct. Attachment A of the Resolution before the Town Commission provides two options. The first is an easement which essentially includes the area known as the hardpack and the remainder of the dune to the Erosion Control Line (ECL). The second option includes the first area plus the area west of the hardpack to the bulkhead line. After careful consideration of the nature of this project (a privately owned, ultra high end luxury condominium), the staff recommendation is to not require an easement for the expanded area. Graphics depicting the two easement areas is provided in Exhibit B.

There are now a total of 53 conditions. The conditions become part of the covenant recorded for this project.

The total gross acreage of the site is 2.99 gross acres, which permits 325 units. The applicant is requesting not to exceed 85 units. Overall, the project requires no variances from Town Code requirements.

The following report identifies how the project meets the Town of Surfside Code requirements as well as provides an analysis of the Conditional Use application.

STAFF RECOMMENDATION

Recommendation: Staff recommends approval to the Town Commission of the Site Plan application and the Conditional Use application based on acceptance of the Development Conditions. The Planning and Zoning Board unanimously recommended approval of the Site Plan and Conditional Use applications to the Town Commission at their December 5, 2012 meeting.

Budget Impact: \$1,100,000 is estimated to be generated in annual ad valorem taxes beginning in FY14/15. The building permit fee of \$1,120,000 is projected for late FY12/13 if this project moves forward. The water and sewer fee of \$63,410 is expected for FY13/14. This revenue will be used to mitigate the impacts on our new/renovated water and sewer system. Finally, there is \$1,100,000 in voluntary proffers to mitigate off-site impacts including the following:

1. \$50,000 to the operation of a lifeguard stand funded over three fiscal years in the amount of \$20,000, \$15,000 and \$15,000. The lifeguard stand contribution will be combined with the \$30,000 already committed by the Grand Beach Hotel Surfside to provide a lifeguard stand with the final location to be determined.
2. A total not to exceed \$400,000 for the 94th Street street end project that includes landscape and streetscape improvements from Collins Avenue to the 94th Street beach access point. This project will include a similar artistic design approved for the 95th Street street end project with funds provided by the Grand Beach Hotel, Surfside and the 9501

Collins Avenue condominium. The applicant will also provide a grand sculpture to be placed at the east end of the street with a minimum value of \$75,000.

3. A \$200,000 contribution to the Park and Recreation Capital Program which will be added to the \$400,000 approved by the Surf Club project. As this plan is developed, a second story for the Community Center may be included.
4. A \$200,000 contribution for the loss of bed taxes collected for the Best Western during construction of the Chateau.
5. A \$250,000 contribution to the downtown improvement fund, which will be added to the \$400,000 previously committed by the Surf Club to provide an upgraded streetscape, landscaping and lighting for Harding Avenue from 96th Street to 94th Street.

Traffic Impact: A Traffic Study completed by Joaquin Vargas of Traf Tech Engineering, Inc. is attached to this memorandum. In essence, the traffic impact of a residential condominium building with not to exceed 85 units is less than the traffic impact of the existing 93 unit Best Western motel.

Growth Impact: The *Five Year Financial Forecast* and the Town's adopted Comprehensive Plan both encourage redevelopment on Collins Avenue. Therefore, the project is in line with the Town Commission's direction and goals.

Staff Impact: There has been no impact to staff other than the significant amount of work necessary to review the project. The applicant has funded the review through the cost recovery process and the building permit review will be funded through the building permit fees.

Conflict of Interest Disclosure Options: Condition #53 of the Resolution before you today, which was recommended by the Planning and Zoning Board on December 4, 2012, requires that any ownership over 20% be disclosed by the applicant. It further states that any change of ownership more than 20% must be disclosed in the future. Exhibit D of the Resolution states that 80% of the ownership is Chateau Ocean Properties, Inc. and 20% is Chateau Ocean Management, LLC. Within these two ownerships, the principals are listed with the lowest percentage ownership being 10%. The option available to the Town Commission is to require disclosure down to 5%. Staff does not have a specific recommendation for these options and suggests that the Town Commission hear from the Applicant and then make a decision.



Sarah Sinatra Gould, AICP, Town Planner



Roger M. Carlton, Town Manager

SITE PLAN REPORT

SITE PLAN INFORMATION:

Address	9365 Collins Avenue
General Location	Collins Avenue and 94 th Street.
Property Size	2.99 gross acres
Zoning District	H120
Adjacent Zoning Districts	H120 to the north and south, H40 to the west
Future Land Use	High Density Residential/Tourist
Density Permitted	109 units per acre, which permits 325 units
Number of units proposed	Not to exceed 85 units
Number of parking spaces	Required:168 Proposed:180

ZONING CODE, APPLICABLE REQUIREMENTS

Sec. 90.42

Minimum Unit Sizes	Minimum Required	Proposed
One-bedroom	800 square feet	1,214 square feet
Two-bedroom	950 square feet	1,678 square feet
Three-bedroom	1150 square feet	2,522 square feet
Four-bedroom	N/A	3,435 square feet

Sec. 90.43

Maximum Building Heights	Maximum Required	Proposed
H120	120 feet maximum	120 feet

Sec. 90.44

Modification of Height	Maximum Permitted 30% of roof area	Proposed	Must be of high architectural quality integral to the design of the building
H120	20ft	20 feet for the elevator shafts only and 15 feet for the parapet wall	The mechanical equipment, rooftop decks and parapet walls meet these criteria.

Sec. 90.45(b)

Setbacks	Minimum Required		Proposed
H120	Front (Collins Avenue)	40 ft	40 ft
	Rear (Beach)	30ft	167ft
	Setback from platted bulkhead line	20 ft	20 ft
	Side (south)	10 ft	10 ft
	Side (north)	20 ft	20 ft

Sec. 90.47

Yards generally, allowable projections	Required	Proposed
H120 - Projection of balconies features into required yards	Maximum 8 feet for front, secondary and rear and 5 feet for interior side	Proposed does not exceed the maximum.

Sec. 90.49

Lot Standards	Required	Proposed
Minimum Lot width	50 feet	279.23 ft
Minimum Pervious area	20%	36%

Sec. 90.50.1(2)

Architecture	Required	Proposed
All elevations for new structures and multi-story additions (additions greater than fifteen (15) feet in height)	Minimum of 10% wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades.	87% provided

Roof materials are limited as follows:	<ul style="list-style-type: none"> a. Clay Tile; or b. White concrete tile; or c. Solid color cement tile which color is impregnated with the same color intensity throughout, provided said color if granted approval by the Design Review Board; d. Architecturally embellished metal if granted approval by the Design Review Board; or e. Other Florida Building Code approved roof material(s) if granted approval by the Design Review Board. 	Roof decks of buildings will be composed of wood decking, potted landscaping and private pools. The design meets the requirements of the code.
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Sec. 90.50.2 (3)

Roof Deck Provisions	Required	Proposed
Roof Decks are limited to	a. Maximum 70% of the aggregate roof area;	44%
	b. Shall not exceed the maximum roof height required by any abutting property's zoning designation;	120 feet
	c. Minimum setback of 10 feet from the roofline on all sides	Exceeds this requirement

Sec. 90.51(1)

Maximum frontage of buildings	Required	Proposed
H120	For every 100 feet, a minimum 6 foot change in wall plane	For every 100 feet there is a 6 foot horizontal change in wall plane

Sec. 90.67.2

Underground utilities	Required	Proposed
	All utilities including telephone, cable, and electrical systems shall be installed underground.	The lines will be installed underground and the landscaping plans reflect this requirement

Sec. 90.77(c)

Off-Street Parking	Minimum Required	Proposed
	166 spaces	180 of which 56 will be tandem spaces. This number may be adjusted proportionately if less than 85 units are built.

Sec. 90.77(d)

Tandem Parking	Minimum Permitted Unencumbered	Proposed
	85 spaces shall be unencumbered	124 unencumbered spaces

Sec. 90.77(d)

	Minimum Required	Proposed
Visitor Parking	1 visitor parking space per 20 units = 5 spaces required	19 spaces

Sec. 90.83

Off-Street Loading	Minimum Required	Proposed
Multi-Family	1 space	1 space

Sec. 90.91

Vegetative Provisions	Minimum Required	Proposed
Xeriscape in pervious area	50%	83%

Sec. 90.91.2

Buffers	Minimum Required	Proposed
Landscape buffer adjacent to streets and abutting properties	10 feet on all sides of the property	At least 10 feet is proposed on all sides

Sec. 90.93

Open Space	Minimum Required	Proposed
Landscaping along all buildings and structures, shrubs and trees required in open space	6 feet of foundation plantings on all sides of the building	At least 6 feet of foundation plantings on all sides of the building

CONDITIONAL USE REPORT

CONDITIONAL USE

Section 90-23 of the Zoning Code provides standards of review for Conditional Uses. Conditional Uses are generally compatible with the other land uses permitted in a zoning district but, because of their unique characteristics or potential impacts on the surrounding neighborhood and the Town as a whole, require individual review as to their location, design, configuration, and/or operation for the particular use at the particular location proposed, as well as the imposition of individualized conditions in order to ensure that the use is compatible with the surrounding neighborhoods and appropriate at a particular location.

In addition to the standards set forth in this zoning code for the particular use, all proposed Conditional Uses shall meet each of the following standards. The responses to the criteria are in italics below:

- (1) The proposed use shall be consistent with the Comprehensive Plan and the Zoning Code;

The proposed uses, which include a private outdoor dining facility and two bars for the use of the residents and their guests, are consistent with the Comprehensive Plan and the Zoning Code. The lobby bar will be located within the building and the pool bar is shielded from the neighboring properties' view to the north and south by the layout of the building and the location of the cabanas. The outdoor dining facility will be shielded from the neighboring properties view by the cabanas. The Town has also prohibited live, amplified music at any time. Recorded music will be allowed from 11 am to dusk at no greater than 75 decibels.

- (2) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;

The two proposed bars and outdoor dining facility are private and are only for the use of the residents of Chateau and their guests. Although these are private facilities, they are also limited to the hours of 8:00 am and midnight. These restrictions will ensure the proposed uses are not detrimental to the public health, safety or general welfare.

- (3) The proposed use shall be compatible with the community character of the immediate neighborhood. In addition to compatibility there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation.

The proposed conditional uses will be compatible with the character of the surrounding buildings. The project is a luxury condominium building, which is replacing a low rise hotel use. The two neighboring buildings are residential buildings, which results in the proposed project being more compatible than the existing use. The conditional uses are proposed to be located in the interior of the site and will be shielded from view to avoid any impact to the neighbors, while adding a building that is architecturally consistent in terms of materials, setbacks, color and height with other new residential buildings in the

Town. The proposed building offers a curvilinear façade which meets the code requirements for articulation of the façade.

- (4) Adequate provisions shall be included for safe traffic movement, both vehicular and pedestrian, both internal to the use and in the area which will serve the use;

The proposed project has provided additional parking spaces over and above the code requirements. The queuing area is also sufficient for the residential units as well as the conditional uses. The traffic impact of the not to exceed 85 units, plus the conditional uses of the two bars and outdoor dining restricted to Chateau residents and their guests is actually less intense than the existing hotel use.

- (5) Adequate measures exist including landscaping or other buffering measures or shall be taken to mitigate any adverse effects of noise, light or other potential nuisances; and

The proposed conditional uses are located in the center of the building or hidden by the cabanas and are buffered by cabanas and the design of the building. There will also be substantial landscaping to mitigate noise.

- (6) The establishment of the Conditional Use shall not impede the development of surrounding properties for uses permitted in the zoning district; and

The proposed building is surrounded on three sides by existing uses and the fourth side is the ocean, therefore the establishment of the Conditional Uses will not impede the development of permitted uses in surrounding properties.

- (7) Any other condition imposed by the Design Review Board and/or the Development Impact Committee.

See Resolution for all 53 conditions.

DEVELOPMENT IMPACT COMMITTEE SUMMARY

DEVELOPMENT IMPACT COMMITTEE MEETINGS SUMMARY

The Development Impact Committee (DIC) met in three open, advertised, televised sessions. The first was October 1, 2012 and 11 items were discussed. Three of these items including the voluntary proffers, the LEED designation and the landscaping were not resolved and therefore the meeting was continued to October 9, 2012. The three items were still not resolved at the October 9, 2012 meeting. One last meeting was held on October 15, 2012. Those items have now been resolved. Twelve (12) conditions from the DIC meetings are recommended by the DIC to the Planning and Zoning/Design Review Board and are stated below. The conditions become part of the covenant recorded with this project.

Staff Attendees: Roger M. Carlton, Town Manager
 Bill Evans, Public Works
 Randy Stokes, Public Works
 Miriam Maer, Consulting Attorney
 Tim Milian, Parks and Recreation
 Paul Gioia, Building Official
 Sarah Sinatra Gould, Town Planner

Applicant Attendees during the three meetings.

(Some may not have attended all meetings):

 Esteban Koffsman, Chateau Group
 Manuel Grosskopf, Chateau Group
 Eli Klinger, Chateau Group
 Leo Serrate, VSN Engineering
 Joaquin Vargas, Traffic Tech Engineering
 Niesen Kasdin, Akerman
 Matthew Barnes, Akerman
 Alfonso Jurado, Arquitectonica
 Margarita Blanco, Arquitectonica
 Isis Mojica-Hunt, Arquitectonica

Citizen Attendees (who signed in)

(Some may not have attended all meetings):

 John Perez
 Michael Levkovitz
 Barbara Cohen
 Louis Cohen
 Osvaldo Sanchez
 Anna Jacobo Blanchar
 Miguel Fernandez
 Beatriz Fernandez
 Norma (Last name not legible)
 Carl (Last name not legible)
 David Heland
 James Kite

Irene Kite
Al Tricomi
Delpine Tricomi

The following items were the result of the three meetings and subsequent follow up by Town Staff::

1. Applicant will need to improve accessibility to Collins Avenue. Dumpsters need to be picked up within the building.
2. Collins sidewalk shall be made Crimson Red concrete.
3. Bus shelter shall remain. Needs to be incorporated in the plans.
4. Recorded music is limited to 75 decibels.
5. Bar and other amenities are for residents and guests of residents only.
6. Building shall be LEED certified or meet energy efficiency requirements in an alternative methodology and an independent study acceptable to the Building Official.
7. Valet runners will be required for tandem parking but self-parking can still occur if it is separate from the tandem parking.
8. Contributions \$200,000 to either a 2nd story on the Community Center or to general infrastructure projects in Parks & Recreation Department. Choice made by Town Commission
9. Contribution not to exceed \$400,000 to the redevelopment of 94th Street. There will also be a major sculpture donation for the east end of 94th Street at a minimum value of \$75,000.
10. Contribution of \$50,000 over 3 years to defray operational costs of lifeguard stand between 94th – 96th street with the location to be determined.
11. Contribution of \$200,000 to help defray the lost income for bed taxes generated from the Best Western during construction of the new project.
12. Contribution of \$250,000 to the Downtown Improvement Fund to include new streetscape, landscaping and lighting on Harding Avenue from 94th Street to 96th Street.

**PLANNING AND ZONING BOARD
MINUTES OF DECEMBER 4, 2012**



**TOWN OF SURFSIDE
PLANNING AND ZONING BOARD AND DESIGN REVIEW BOARD
AGENDA
DECEMBER 4, 2012
7:00PM**

1. CALL TO ORDER

Chair Lindsay Lecour called the meeting to order at 7:00 p.m.

2. ROLL CALL

Recording Clerk Anastacia Deleon called the roll with the following Members present: Chair Lindsay Lecour, Vice-chair Peter Glynn, Board Member Armando Castellanos, Board Member Jorge Gutierrez, Board Member Carli Koshal and Board Member Jennifer Dray. Also in attendance: Town Manager Roger Carlton; Town Planner Sarah Sinatra; Interim Attorney Miriam Maer and Mayor Daniel Dietch.

In the audience, Commissioners Joe Graubart, Marta Olchyk and Vice Mayor Karukin

3. APPROVAL OF MINUTES: September 27, 2012 Planning and Zoning Minutes

Board Member Jorge Gutierrez made a motion to approve the Planning and Zoning Minutes for September 27, 2012. The motion received a second from Board Member Carli Koshal and all voted in favor.

4. QUASI-JUDICIAL HEARINGS:

Please be advised that the following items on the Agenda are Quasi-Judicial in nature. If you wish to object or comment upon an item, please complete a Public Speaker's Card indicating the agenda item number on which you would like to comment. You must be sworn before addressing the Board and you may be subject to cross-examination. If you refuse to submit to cross-examination, the board will not consider your comments in its final deliberation. Please also disclose any Ex-Parte communications you may have had with any Board member. Board members must also do the same.

Chateau Ocean Residences Site Plan application (*Item discussed during the 5:00 pm Design Review Board meeting*)

The Applicant is proposing an application for site approval for a multi-family residential building consisting of up to 85 units, 456,265 square feet of gross floor area and a conditional use for a lobby bar, poolside bar and outdoor dining facilities.

Interim Attorney Miriam Maer recommended that the Chateau Application be deferred for future discussion in the best interest of the Town. She elaborated her concerns specifically. She did not feel that all items had been adequately addressed.

Town Manager Roger M Carlton stated that the Administration did not agree and asked the Board to consider the item and add language as they deem necessary to allay those concerns as necessary by the Interim Town Attorney.

Chair Lindsay Lecour disclosed *Ex-Parte* communications with Attorney Niesen Kasdin and Esteban Koffsman.

Chair Lindsay Lecour asked if any Member wished to defer and no Member responded in the affirmative.

Recording Clerk Anastacia Deleon swore in all members of the public.

Town Planner Sarah Sinatra Gould presented the item. Sarah Sinatra explained how the project meets all Town requirements and there were no variances required. She recommended that the Planning and Zoning Board /Design Review Board recommend approval of site plan to the Town Commission.

Attorney Neisen Kasdin spoke on behalf of the applicant. Mr. Kasdin mentioned that the project is consistent with the Comprehensive Plan and Zoning Code. The project does not require any variances. The project will create property tax revenue and will also create temporary construction jobs and permanent jobs to the Town. There is also \$1.1million of voluntary proffers to assist the Town with mitigating the impacts of the project. Mr. Kasdin on behalf of the applicant submitted letters of support (Exhibits A & B) from the Boards of the two contiguous buildings.

Manuel Grosskopf of Chateau Group presented a Power Pont presentation of projects locally and all over the world built by the applicant.

Bernardo Fort Brescia of Arquitectonica presented local projects as well as projects all over the world designed by his firm

The Public Hearing was opened.

Several members of the public spoke in favor of project. There were no speakers in opposition.

Town Manager Roger M. Carlton advised the Board to include a new condition that would resolve the hard pack easement public access concern of Ms. Maer. The Town Manager further suggested that two existing conditions could be clarified, as part of the Board's recommendation to the Town Commission. The language was agreed upon and the condition was added. The two minor modifications were discussed and direction was given to work out these issues prior to Town Commission meeting.

Board Member Jorge Gutierrez moved to approve Site Plan and Conditional Use Application for a multi-family residential Building consisting of no to exceed 85 units and 456,265 square feet of gross floor area and for a member and guest only lobby bar, poolside bar and outdoor dining facilities. The motion received a second from Board Member Carli Koshal and all voted in favor.

5. DESIGN REVIEW BOARD:

**** The following items were initially heard at 5:00 p.m. Voting on said items occurred at the 7:00 p.m. meeting. ****

A. Request of the Tenant of Property located at 9415 Harding Avenue *(Item discussed during the 5:00 pm Design Review Board meeting)*

The applicant is requesting to install a new reverse channel lettering sign in the front of the store.

Town Planner Sarah Sinatra Gould presented the item.

The Applicant was present.

Board Member Jorge Gutierrez disclosed he was the architect for the façade renovations and is not involved in the design of signage.

Board Member Armando Castellanos made a motion to approve. The motion received a second from Board Member Jorge Gutierrez and all voted in favor.

B. Request of the Owner of Property located at 1036-88th Street *(Item discussed during the 5:00 pm Design Review Board meeting)*

The applicant is requesting to install a white carport canopy.

Town Planner Sarah Sinatra Gould presented the item.

Applicant was not present. Board discussed item.

Board Member Jorge Gutierrez moved to approve request with the modification that the Applicant have the frame work powder coated white or a complementary color and follow Staff height recommendations. The motion received a second from Vice-chair Peter Glynn and all voted in favor.

C. Request of the Owner of Property located at 9000 Bay Drive *(Item discussed during the 5:00 pm Design Review Board meeting)*

The Applicant wishes to add two covered terraces and a pergola.

Town Planner Sarah Sinatra Gould reported that staff recommends item approval with no conditions.

Gordon Loder of 4220 Post Avenue, Miami Beach presented the pergola and covered terraces project on behalf of the Applicant.

Board Member Jorge Gutierrez moved to approve request to add two covered terraces and a pergola. The motion received a second from Vice-chair Peter Glynn and all voted in favor.

D. Starbucks - Discussion Item Only *(Item discussed during the 5:00 pm Design Review Board Meeting)*

The applicant wishes to introduce the project to the Design Review Board to be formally reviewed at a later date.

Town Manager Roger M. Carlton presented the item.

Mr. Brian Plewinski on behalf of Starbucks spoke regarding the project.

The Architect for Starbucks spoke of interior and exterior changes to the façade of the existing space.

As a resident and not as a Town Commissioner Ms. Marta Olchyk asked for clarification regarding the indoor and outdoor seating.

Mr. Plewinski explained the outdoor patio of the store and the interior and exterior changes in the façade.

Town Planner Sarah Sinatra Gould explained that a site plan review had not been done and that the item was brought before the Board for feedback. The applicant would meet with staff to further discuss and refine the project.

Board members agreed that Starbucks will be a great addition to downtown.

*Item 5 D Discussion Item (No action taken).

ADJOURNMENT at 6:33PM

6. PLANNING AND ZONING ORDINANCES:

A. Building Frontage Ordinance [Proposed Ordinance attached]

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SECTION 90-51 MAXIMUM FRONTAGE OF BUILDINGS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Sarah Sinatra Gould explained that Item 6A was discussed and presented by Vice Mayor Karukin at the 5:00p.m. meeting. Vice Mayor Karukin requested that Building Frontage Ordinance language be amended to reflect building length restrictions and the Code amendments would apply to applications filed after the adoption of the ordinance.

Vice-chair Peter Glynn moved to recommend amending the ordinance. The motion received a second from Board Member Armando Castellanos and all voted in favor. No Board member opposed.

B. Combining the P&Z/DRB Ordinance [Proposed Ordinance attached]

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90“ZONING”BY DISSOLVING THE DESIGN REVIEW BOARD AND CONSOLIDATING THE DESIGN REVIEW FUNCTION INTO THE EXISTING FUNCTIONS OF THE PLANNING AND ZONING BOARD, CHANGING MEMBERSHIP REQUIREMENTS FOR PLANNING & ZONING BOARD; AND PROVIDING FOR FILLING OF VACANCIES; INCLUDING A TRANSITIONAL PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING

FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice-chair Peter Glynn moved to defer Item 6B to another Agenda. The motion received a second from Board Member Armando Castellanos and all voted in favor. No Board member opposed.

7. DISCUSSION REGARDING LEGISLATIVE ITEMS FOR P & Z CONSIDERATION EITHER AT ITS OWN OR AS A JOINT MEETING WITH THE TOWN COMMISSION

The item was not discussed.

8. JOINT REPORT OF PERMITS ISSUED FOR THE MONTHS OF SEPTEMBER AND OCTOBER 2012

Building Official, Paul Gioia not present.

9. ADJOURNMENT

Meeting Adjourned at 9:07PM

Board Member Jorge Gutierrez moved to adjourn. The motion received a second from Vice-chair Peter Glynn and all voted in favor.

OPTION 1 AND OPTION 2 EASEMENT GRAPHIC

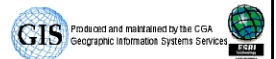
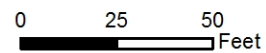


Legend

-  Hard Pack
-  Parcels

Town of Surfside




Option 1



Note: These aerial images were taken in 2009 and are the most recent imagery available.

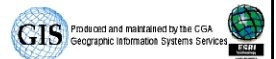
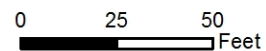


Legend

-  Property Line to Bulkhead
-  Hard Pack
-  Bulkhead

Town of Surfside

Option 2



Note: These aerial images were taken in 2009 and are the most recent imagery available.

RESOLUTION

RESOLUTION NO. 13-Z-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING THE CONDITIONAL USE APPLICATION SUBMITTED BY CHATEAU OCEAN, LLC (THE “APPLICANT”), PURSUANT TO SECTION 90-23-2 OF THE TOWN ZONING CODE TO PERMIT THE DEVELOPMENT OF PRIVATE OUTDOOR DINING FACILITIES, LOBBY BAR, AND POOLSIDE BAR, AND THE SITE PLAN APPLICATION, PURSUANT TO SECTION 90-41 ET. SEQ. OF THE TOWN ZONING CODE TO PERMIT A MULTIFAMILY RESIDENTIAL CONDOMINIUM BUILDING WITH UP TO EIGHTY-FIVE (85) RESIDENTIAL UNITS, INCLUDING A ROOF TOP DECK, POOLS, 180 PARKING SPACES, TANDEM PARKING, AND 24-HOUR VALET PARKING, TO BE KNOWN AS “CHATEAU OCEAN”, PER PLANS ON FILE DATED JANUARY 10, 2013, CONSISTING OF ONE 12-STORY BUILDING LOCATED AT THE SOUTHEAST CORNER OF COLLINS AVENUE AND 94th STREET, CURRENTLY WITH THREE STREET ADDRESSES OF 9349, 9365 AND 9379 COLLINS AVENUE, SURFSIDE, FL, SUBJECT TO CERTAIN CONDITIONS WHICH SHALL BE INCLUDED IN A RECORDED COVENANT RUNNING WITH THE LAND, AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

I. RECITALS.

WHEREAS, CHATEAU OCEAN, LLC, a Florida limited liability company (the “Applicant”), with an address of 1000 East Hallandale Beach Boulevard, Suite B, Hallandale Beach, FL 33009, owner of the property currently located at 9349, 9365 and 9379 Collins Avenue, with a general location of the southeast corner of Collins Avenue and 94th Street, (the “Property”), presently the site of a Best Western Hotel, submitted an application to the Town of Surfside, Florida (the “Town”) on July 13, 2012, as finally revised on January 10, 2013 (“the Application”), requesting permission to redevelop the Property as follows:

- A. Pursuant to Section 90-23 of the Town Zoning Code, conditional use approval for private outdoor dining facilities, lobby bar, and poolside bar as part of the redevelopment of the Property into a multifamily residential condominium with up to eighty-five (85) luxury units and accessory uses.**
- B. Pursuant to section 90-41 et seq., of the Town Zoning Code, site plan approval of one twelve-story multifamily residential building consisting of no more than eighty-five (85)**

condominium units, a roof top deck, pools, 180 parking spaces including 56 tandem parking spaces, and 24-hour valet parking.

Final Revised Plans dated January 10, 2013 titled "Chateau Ocean Residences" Surfside, FL 33154, by Arquitectonica, are on file, consisting of 58 pages including the cover sheet, which plans may be modified at public hearing (hereinafter referred to as the "Plans") and may be examined in the Town's Building Department.

List of Plan Sheets, consisting of 58 pages including cover sheet:

S-1 Boundary and Topographic Survey: 8/10/12, L-0001 Landscape Notes: 11/19/12, L-0002 Landscape Calculations: 11/19/12, L-0003 Landscape Calculations: 11/19/12, L-1100 Master Plan: 11/19/12, L-1101 Tree Disposition Plan: 11/19/12, L-1102 Tree Mitigation Plan: 11/19/12, L-1103 Tree Disposition and Mitigation Schedule: 11/19/12, L-1110 Hardscape Plan: 11/19/12, L-1120 Proposed Tree Planting Plan: 11/19/12, L-1130 Proposed Shrubs and Groundcover Plan: 11/19/12, L-1140 General Dimensions: 11/19/12, L-2000 Landscape Elevations: 11/19/12, L-3100 Landscape Sections, 11/19/12, L-5000 Hardscape Details: 11/19/12, L-5010 Planting Details: 11/19/12, LL-1 Landscape Lighting Plan: 1/8/2013, LL-2 Landscape RPC Lighting: 1/8/2013, LL-3 Landscape Lighting Photometry: 1/8/2013, LL-4 Landscape Valve Chart Photometry: 1/8/2013, LL-5 Wood Deck Under Light Detail: 1/8/2013, LIR-1150 Tree Irrigation Plan: 11/19/12, LIR-1160 Shrubs and Ground Cover Irrigation Plan: 11/19/12, LIR-5020 Irrigation Details: 11/19/12, A0.000 Context Photos: 11/19/12, D1.100 Demolition Plan: 11/19/12, A0.001 Site Plan: 11/19/12, A0.002 Diagrams: 11/19/12, A1.101 Basement Floor Plan: 11/19/12, A1.102 Lobby Level Floor Plan: 11/19/12, A1.103 Levels 2 to 9 Floor Plan: 11/19/12, A1.104 Levels 10 to Roof Floor Plan: 11/19/12, A3.001 West Elevation: 11/19/12, A3.002 East Elevation: 11/19/12, A3.003 North Elevation: 11/19/12, A3.004 South Elevation: 11/19/12, A4.000 Cross Section A: 11/19/12, A4.001 Cross Section B: 11/19/12, A7.000 Parking Details: 11/19/12, A7.001 Loading Area & Parking Sign: 11/19/12, A8.000 Renderings: 11/19/12, A8.001 Renderings: 11/19/12, A8.002 Renderings: 11/19/12, C-0 Location Map: 11/3/12, C-1 Site and Paving Plan: 11/19/12, C-2 Site and Paving Details: 11/19/12, C-3 Overall Grading and Drainage Plan: 12/19/12, C-4 Grading and Drainage Plan: 12/19/12, C-5 Grading and Drainage Plan: 12/19/12, C-6 Grading and Drainage Details: 11/03/12, C-7 CDS Hydrodynamic Separator Details: 11/03/12, C-8 Sediment Tank and Drainage Well No. 1 Details: 12/19/12, C-9 Sediment Tank and Drainage Well No. 2 Details: 12/19/12, C-10 Sediment Tank and Drainage Well No. 3 Details: 12/19/12, C-11 Water Distribution System Location Map: 08/08/12, C-12 Site Utilities Plan: 12/19/12, C-13 Site Utilities Plan Detail "A": 11/19/12,

Legal Description: Lot 7, 8, 9, 10, 11 and 12, Block 2, of "ALTOS DEL MAR NO 5" according to the Plat thereof, as recorded in Plat Book 8, page 92, of the Public Records of Miami-Dade County, FL AND; that portion of land lying East of said Lots 7, 8, 9, 10, 11 and 12, Block 2; bounded on the North by the Easterly extension of the North line of said Lot 12; Bounded on the East by the EROSION CONTROL LINE, according to the plat thereof, as recorded in Plat Book 105 at Page 62, of the Public Records of Miami-Dade County, Florida; bounded on the South by the Easterly extension of the South line of said Lot 7; bounded on the West by the East line of said Lots 7, 8, 9, 10, 11 and 12, Block 2.

ADDRESS: currently 9349, 9365 and 9379 Collins Avenue, Surfside, FL

WHEREAS, the Town's Development Review Group, pursuant to the Town's Zoning Code, reviewed the site plan application and provided technical comments to the Town staff and to the Applicant; and

WHEREAS, the Town's Development Impact Committee, after notice posted on the Town's website, reviewed the Application and heard from the Applicant, its representatives and legal counsel during three open and televised sessions on October 1, 2012, October 9, 2012 and October 15, 2012, and, in conjunction with the Town's professional staff and consultants, made recommendations to the Town's Planning and Zoning Board in accordance with the criteria set forth in the Town's Zoning Code. Its recommendations for approval, subject to the conditions set out in the Development Review Committee Report, are incorporated herein; and

WHEREAS, all of the conditions of the Town's Development Impact Committee and the Town Planner and its other professional staff and consultants, as the same may be modified by the Town Commission, shall be accepted by the Applicant and contained in a covenant running with the land recorded in the Public Records of Miami-Dade County, Florida; and

WHEREAS, on December 4, 2012, the Town's Planning & Zoning Board and Design Review Board at a duly advertised, noticed and televised quasi-judicial public hearing, reviewed the Application and the accompanying documentation, heard from the Town's professional staff, the Applicant, and members of the public, and considered the requirements of Section 90-23 of the Town Zoning Code for Conditional Use Approval, Section 90-41 et seq. of the Town Zoning Code for Site Plan Approval, and the Application's consistency with the Town of Surfside Comprehensive Plan and recommended the Application for approval by the Town Commission, subject to all of the conditions recommended by the Development Impact Committee and the following condition: (a) prior to the Application being placed on an agenda for Town Commission approval, an executed perpetual, irrevocable easement in favor of the public encumbering the eastern area of the Property, including the area commonly referred to as the "hardpack", subject to the approval of the Town Manager and the Town Attorney, shall be delivered to the Town; and

WHEREAS, on January 24, 2013, the Town Commission, at a duly noticed and televised quasi-judicial public hearing, after reviewing the Application, the recommended conditions, and all accompanying documentation, including written reports from its Town Planner and other consultants, and hearing from its professional staff, the Applicant, and members of the public, found substantial competent evidence that the Applicant's requests for site plan approval and approval of the conditional uses are in compliance with the Zoning Code and the Comprehensive Plan of the Town and maintain the basic intent and purpose of the zoning, subdivision or other land use regulations, which are to protect the general welfare of the public, particularly as it affects the stability and appearance of the community; and, further, found that said requests should be granted, per plans on file, and subject to all of the conditions set forth in this Resolution, which shall be binding upon the Applicant, its heirs, successors and/or assigns, and the execution of any attendant agreements, including a covenant running with the land in a form approved by the Town Attorney, and with a time limitation of twenty-four (24) months in which to obtain a building permit.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPLICABLE TO APPLICANT, ITS SUCCESSORS AND/OR ASSIGNS, AS FOLLOWS:

II. INCORPORATION OF RECITALS.

- A. All recitals are incorporated into the body of this Resolution as if same were fully set forth herein.
- B. The Commission finds that the proposed Site Plan is in compliance with the requirements and criteria set forth in sections 90.41 “Regulated Uses” and 90.23 “Conditional Uses” of the Zoning Code of the Town of Surfside.

III. APPROVALS.

The approvals set forth in this Section III are subject to all of the conditions set forth in this Resolution and the execution of all attendant agreements prior to the issuance of the Building Permit for the Project.

A. The Applicant’s request for approval of the site plan entitled “Chateau Ocean Residences” submitted for the property located at 9349, 9365 and 9379 Collins Avenue, Surfside, FL (the “Property”) be, and the same is, hereby granted and said site plan is hereby approved, subject to all of the conditions provided in this Resolution. The failure of performance or the violation of, any of these conditions shall be deemed grounds for revocation of this approval.

B. The Applicant’s request for approval of a Conditional Use for private outdoor dining facilities, lobby bar, and poolside bar as part of the redevelopment of the Property for a multifamily residential condominium with up to eighty-five (85) units and accessory uses be, and the same is, hereby granted subject to all of the conditions of approval provided in this Resolution. The failure of performance or the violation of, any of these conditions shall be deemed grounds for revocation of this approval.

IV. CONDITIONS.

A. Conditions to be met prior to Town Commission hearing:

1) (a) Prior to the Application being placed on an agenda for Town Commission approval, an executed perpetual, irrevocable easement in favor of the public encumbering the eastern area of the Property, including the area commonly referred to as the “hardpack”, subject to the approval of the Town Manager and the Town Attorney, shall be delivered to the Town and shall be attached to this Resolution as Exhibit “A”.

(b) Prior to the date of the Town Commission hearing, Applicant’s counsel shall provide a legal opinion that the Application does not violate the terms of Section 4 of the Town Charter,

the Town of Surfside Comprehensive Plan and the Town of Surfside Zoning Code, or in lieu thereof, shall provide an executed agreement from Applicant in a form sufficient and acceptable to the Town Attorney to defend and hold harmless, and covenant not to sue the Town, including its elected and appointed officials, consultants and employees, against any suits, claims or demands arising from this approval of the Application for conditional use approval and site plan approval, a copy of which shall be attached to this Resolution as Exhibit "B".

B. Conditions To Be Completed Before Grade Or Building Permits Are Issued:

2) Prior to the issuance of grade or building permits, Applicant shall comply with the following:

(a) Provide, on Sheet C-5 of the Plans, a storm connection to separator at 90 degree angle which will not be in conflict with allowable angle per separator detail on Sheet C-7 of the Plans.

(b) Indicate, on Sheet C-6 of the Plans, where the PRB structure shall be used.

(c) Indicate, on Sheets C-8, C-9 and C-10, where the well structures utilizing the 15" interconnect pipe shall be installed / connected to other well structures.

(d) Provide revised preliminary storm water management calculations for the proposed development.

3) Within thirty (30) days after the date of adoption of this Resolution by the Town Commission, the Applicant shall provide the Town with a detailed schedule for the construction of the Project (the "Construction Schedule"). Failure to meet the stated achievement dates in the Construction Schedule shall not excuse or delay any payments due, or performances required, as applicable, pursuant to Conditions No. 22 (Lost Resort Tax Reimbursement); No. 24 (Lifeguard Stand Contribution); No. 25 (94th Street End Project); No. 26 (Donated Sculpture at East End of 94th Street); No. 27 (Town's Parks and Recreation Capital Infrastructure Program); and No. 28 (Downtown Business District).

4) Within sixty (60) days of the effective date of this Resolution the Applicant shall submit a clause for the approval of the Town Manager and Town Attorney which clause shall be included in all contractor and subcontractor agreements applicable to this development and which states that all construction workers are prohibited from parking on residential streets or public parking lots. Prior to application for the initial building permit, the Applicant shall submit a construction parking plan providing off-street parking for construction workers during the period of construction of the Chateau Project to the Town Manager for review and approval. The construction parking plan shall provide: (a) Applicant's general contractor shall direct all workers to park at off street sites; (b) no workers shall park their vehicles in residential neighborhoods; and (c) Applicant shall provide monthly reports to the Town Manager of any problems or complaints with regard to workers parking their vehicles off site and in residential neighborhoods and, as the Town Manager may deem necessary, shall provide more frequent reports and develop additional preventive measures to protect the residential neighborhoods.

5) Sixty (60) days prior to submittal of its request for a demolition permit, Applicant shall submit a demolition plan that meets all Federal, State, and local requirements and that recycles a minimum of eighty percent (80%) of the demolition material.

6) Prior to issuance of any building permit, Applicant shall execute a covenant running with the land, binding upon its heirs, successors and assigns, subject to the approval of the Town Attorney, which shall be recorded in the public records of Miami-Dade County, FL at Applicant's sole expense, containing all of the conditions and provisions required by this Resolution, including but not limited to the requirement that the Project shall provide twenty-four (24) hour valet parking service. This recorded covenant may be amended from time to time and shall be re-recorded after each amendment at the Applicant's sole expense after approval by the Town Attorney. In addition to other amendments that may occur, the recorded covenant shall be amended each time any modifications or changes are made to this Resolution. In addition, if changes are made to the approved site plan or conditional uses which do not require the Resolution to be amended, the covenant shall be amended and re-recorded at the Applicant's sole expense as set forth above if deemed necessary in the opinion of the Town Attorney.

7) Prior to the issuance of the initial building permit, a bond or equivalent amount of cash shall be posted with the Town to replace public property damaged during the construction of the Project pursuant to the terms of Section 14.30 of the Town Code. The final determination regarding property to be replaced shall be made by the Director of Public Works and the Building Official.

8) The Applicant shall provide a bond not to exceed five percent of the construction cost, as required by the Building Official. These funds shall be used to secure property and the construction site for the Project in the event construction is abandoned, or ceases prior to completion, or to repair public infrastructure damaged by construction, and to maintain the site during abandonment.

9) The Applicant shall furnish payment and performance bonds, cash, or letter(s) of credit issued in a form and by a bank reasonably acceptable to the Town to ensure Applicant's performance and/or payment of the public improvements; (the term "public improvements" does not include the voluntary proffers in Conditions No. 22 (Lost Resort Tax Reimbursement); No. 24 (Lifeguard Stand Contribution); No. 25 (94th Street End Project); No. 26 (Donated Sculpture at East End of 94th Street); No. 27 (Town's Parks and Recreation Capital Infrastructure Program); and No. 28 (Downtown Business District); however, if the Town has completed the public improvements prior to issuance of the Temporary Certificate of Occupancy, the Town shall be paid the sums due in cash immediately upon demand. The payment and performance bond(s) required by this Resolution shall be issued by a surety having a minimum rating of A-1 in the Best's Key Rating Guide, Property/Casualty edition, shall be subject to the approval of the Town and shall include this legend: "This bond (these bonds) may not be cancelled or allowed to lapse until thirty (30) days after receipt by the Town of Surfside, by certified mail, returned receipt requested, addressed to: "TOWN MANAGER with a copy to: TOWN ATTORNEY, both addressed to: 9293 Harding Avenue, Surfside, FL 33154-3009 of written notice from the issuer of the bond of its intent to cancel or to not renew." As improvements and payments are made in accordance with the terms of this Resolution, the Town, in its sole discretion, may reduce or

eliminate the bond amount. These rights reserved by the Town with respect to any construction bond or other performance or payment bond established pursuant to this section are in addition to all other rights and remedies the Town may have under this Resolution, in law or in equity.

10) No building permits shall be issued (except for demolition, temporary power and construction trailers) unless the Applicant has submitted all documents required under this approval as of that date, in form and content subject to the approval of the Town Attorney and Town Manager, and shall have paid all professional reimbursements and other payments required by the Code of the Town of Surfside to be paid as of that date, including but not limited to, the connection and development fees in accordance with Section 78-83 of the Code of the Town of Surfside, entitled “development fee imposed; time of payment.”

11) Prior to the issuance of the initial building permit, the Applicant shall submit plans for the construction of an appropriate barrier between the construction site and adjoining properties in order to minimize blowing of sand and construction debris. Applicant shall comply with the regulations of the Code of the Town of Surfside relating to construction site operations, including but not limited to the installation of a chain link construction fence with a windscreen displaying a rendering of the Project. Applicant shall use its good faith efforts to minimize vibration and noise during construction of the Project.

12) Prior to issuance of the initial Building Permit Applicant shall provide a unity of title in a form acceptable to the Town Attorney for all parcels. The unity of title shall be recorded in the Public Records of Miami-Dade County, FL, at the expense of the Applicant.

13) Prior to or at the time of issuance of the initial Building Permit, the Applicant shall provide water/sewer fees to the Town of Surfside in the amount prescribed in the Code Section 78-83 and calculated using all fixtures in the existing building as an off-set.

14) Prior to issuance of the initial building permit, Applicant shall provide evidence of approvals from MD-PERA for storm water, sanitary, sewer, and Miami-Dade County Public Health Unit for water, and from the State Department of Environmental Protection for improvements located east of the bulkhead line, including but not limited to water features, removable cabanas and hardscape and any other approvals required by any other agencies.

15) Prior to the issuance of the initial building permit, the Applicant shall meet all requirements of the Department of Public Works for trash containers.

16) All gates within the Project shall be of a decorative design to enhance the aesthetics of the buildings, as determined by the Town Planner and the Town Manager. All service roll gates shall be at least fifteen (15) feet high and shall be of a decorative material to enhance the building.

17) Prior to the issuance of the initial building permit for the Project, the driveway permit along Collins Avenue must be approved and permitted by Florida Department of Transportation (“FDOT”).

18) All pedestrian features shall comply with the Americans With Disabilities Act (ADA), including but not limited to detectable warning features at driveway locations and shall be identified with details of ADA conforming handicapped ramps.

19) Proof of an FDOT permit shall be required prior to any work being performed within the Collins Avenue right of way.

20) The Applicant shall maintain an interactive website during construction and provide for a maximum of twenty-four (24) hour complaint/response mechanism for nearby property owners.

21) The site plan and conditional use approvals shall remain valid for a period of 24-months from the date of adoption of the Resolution by the Town Commission. If no building permit is issued within the 24-month time period, the site plan and conditional use approvals shall be considered null and void and of no force and effect unless extensions of time are obtained pursuant to applicable law, but subject to Condition No. 5 which states in pertinent part: "Failure to meet the stated achievement dates in the Construction Schedule shall not excuse or delay" the mandatory payments due and performances required as set forth in Conditions Nos. 22, 24, 25, 26, 27, and 28. Neither the expiration of permits or expiration of the site plan and conditional use approval, nor the obtaining or failure to obtain extensions of time shall excuse or delay the obligation of the Applicant, its heirs, successors and/or assigns to make the mandatory payments as set forth in these Conditions.

Conditions relating to Public Improvements, to be completed prior to issuance of any Temporary or Partial Certificate of Occupancy:

22) The Applicant shall contribute a total of \$200,000 to the Town's Resort Tax Fund to partially replace the loss of Resort Tax revenues generated by the existing hotel on the Property in the following manner: No later than the earlier of the date of issuance of the first demolition permit for the Property, or, the date the hotel on the Property ceases to operate, the Applicant shall make quarterly payments in the amount of \$25,000 each, with the last payment to be made twenty-one (21) months from the anniversary of the first payment. Notwithstanding the preceding schedule of payments, the entire \$200,000 shall be contributed to the Town no later than twenty-four (24) months from the date of adoption of this Resolution.

23) All voluntary proffers and commitments made to the Town of Surfside pursuant to the Resolution and these Conditions shall be binding upon Applicant, its heirs, successors and assigns, and, as to payments, shall be due and payable, or in the event of an action, shall be performed, in strict compliance with the manner and within the time frames set forth in these Conditions. Applicant acknowledges and agrees that the site plan approval and conditional use approval are subject to all of the payment and performance obligations set forth in these conditions, and that there shall be no extensions, modifications or waivers of these payment and performance due dates and obligations for any reason, including (but not limiting), by way of example of matters that will not excuse payment and performance, considerations of force majeure, labor strikes, declaration of war, natural, economic, or nationwide disturbances, changes in ownership, modifications of the site plan or design, delays in meeting the Construction Schedule, changes in economic conditions or market indicators, locally or

otherwise, whether substantial or minor in nature. If the voluntary proffers and commitments made to the Town pursuant to the Resolution and these Conditions are paid but the site plan and conditional use approvals herein (the "Development Order") expire and become null and void, the payments made by the Applicant shall constitute a credit from which the Applicant or its successors and assigns can use against any future required voluntary proffers and commitments for any future project. Any credit as described above is only valid for 24 months from the date the Development Order expires, after which time the credit is no longer valid. The Town can re-evaluate the voluntary proffers and commitments made under this Development Order for any future project and the Applicant acknowledges that future voluntary proffers and commitments may increase depending on the scope and impacts of the future project.

24) The Applicant shall contribute the sum of \$50,000 to the operational cost of a lifeguard stand as follows: \$20,000 shall be paid to the Town within thirty (30) days of the issuance of the initial building permit for the Chateau Project, \$15,000 shall be paid on the twelve (12) month anniversary of the first payment, and the remaining \$15,000 shall be paid twenty-four (24) months from the date of the first payment. The design and location of the lifeguard stand shall be determined by the Town in its sole discretion with input from the Applicant. The entire amount of \$50,000 shall be paid to the Town if a building permit has not been issued for the Chateau Project within twenty-four (24) months from the date of this Resolution.

25) The Applicant shall fund a total not to exceed \$400,000, including up to \$32,000 for architectural, engineering and permitting services, for the 94th Street End Project which includes landscape, hardscape and streetscape improvements (the "Work") from Collins Avenue to the 94th Street beach access point west of the "hard pack" in the following manner: Within six months from the date of issuance of the initial building permit, Applicant shall submit a design prepared by Arquitectonica and mutually acceptable to Town and to Applicant, for the 94th Street End Project. The Town Commission shall review and approve the design within 60 days after its submittal to Town, after which date of approval Applicant shall have a period of 60 days to elect whether to contribute the amount of \$368,000, or to do the Work. Applicant and Town Manager shall then have 30 days from date of Applicant's decision to agree upon a construction schedule for the completion of the 94th Street End Project. If Applicant elects not to do the Work, the remaining amount of \$368,000 shall be paid to the Town within five days of its decision. If no building permit has been issued for Chateau Project within 24 months from date of adoption of this Resolution, the remaining amount of \$368,000 shall not be due until a building permit is issued for the Chateau Project, or an alternate development project is approved by Town Commission. Unless the 94th Street End Project has been completed, the unpaid balance of the \$400,000 shall be paid to Town by Applicant prior to transfer of more than twenty percent (20%) interest in the Chateau Project.

26) Prior to the completion of the 94th Street End Project, the Applicant shall donate to the Town a unique, original sculpture installed at the east end of 94th Street. The design of the sculpture, with regard to compatibility with the aesthetics of the Chateau Project and the 94th Street End Project, shall be subject to the reasonable approval of the Town Planner, after consultation with the Design Review Board or its successor organization. There shall be appropriate recognition of the donation in signage associated with the sculpture and the 94th Street End.

27) The Applicant shall contribute \$200,000 for the Town's Parks and Recreation Capital Infrastructure Program, to be paid as follows: \$100,000 shall be paid to the Town on the earlier of April 1, 2014, or twelve (12) months from the date of issuance of the first building permit for the Chateau Project, and the remaining \$100,000 shall be paid on the earlier of six months from the date of the first payment, or on July 1, 2014.

28) The Applicant shall contribute \$250,000 to the "Town of Surfside Downtown Improvement Fund" to be designated in a special account to be used solely for upgraded streetscape, hardscape, landscaping and lighting for the Downtown Business District in the following manner: \$50,000 shall be paid within five (5) days of the award by the Town Commission of capital construction project(s) benefitting the Downtown Business District, but no later than June 30, 2013; \$100,000 shall be paid three months from the date of the first payment, but no later than September 30, 2013, and the remaining \$100,000 shall be paid prior to the issuance of the Temporary Certificate of Occupancy for the Chateau Project. Notwithstanding the preceding schedule of payments, the entire \$250,000 shall be paid to the Town no later December 31, 2013.

C. Conditions To Be Completed Before any Partial or Temporary Certificate of Use or Occupancy is issued:

29) Prior to the issuance of a Temporary Certificate of Occupancy, all proposed signage shall be submitted, reviewed and approved under a separate application for review by the Design Review Board or its successor entity.

30) All parking for the Chateau Project shall be constructed in compliance with the Town Code in all respects, including but not limited to width, depth and floor to ceiling clearance, with no obstructions.

31) Prior to issuance of the Temporary Certificate of Occupancy, the design of the litter receptacles shall be determined by the Department of Public Works. The Applicant shall fund the cost of litter receptacles along Collins Avenue and along 94th Street in a quantity, design and location acceptable to the Department of Public Works.

32) The Applicant shall design the Chateau Project with all of the energy requirements necessary to obtain the equivalency of LEED Silver Certification, as certified by Applicant to the satisfaction of the Town Building Official at the time the plans are submitted for building permit. Applicant acknowledges and agrees that the Town Manager, at his/her sole discretion, may retain a consultant to certify that compliance with the plans as submitted shall match or exceed all of the energy requirements necessary to obtain the equivalency of LEED Silver Certification, and that Applicant shall reimburse the Town for the reasonable charges of the consultant. The Town's Building Official shall be responsible for verifying the implementation, at a minimum, of all of the items set forth in the letter dated November 8, 2012 addressed to the Chateau Group, signed by Steven Feller, P.E., President of Steven Feller, P.E., P.L., and the accompanying report, together with the "LEED 2009 for New Construction and Major Renovation Project Checklist for Chateau Ocean dated 11/10/2012" referenced in the report, all of which, together with the undated opinion letter from The Spinnaker Group, signed by Rob Hink, Principal, consisting of ten (10) pages, are attached to this Resolution and made a part

hereof as “Composite Exhibit “C”. After prior approval of the language by the Town Attorney, this condition shall be included as a separate clause in any declaration of condominium recorded on the Property in the Public Records of Miami-Dade County, FL, and in any amendments to such declaration, and proof of such inclusion shall be provided to the Town Manager and Town Attorney within ten (10) days from the date of recordation.

33) The Town Manager, or the Town Attorney, with regard to legal review, may refer any application submitted by Applicant before or after the issuance of a building permit to such engineering, planning, legal, technical or environmental consultant(s) or professional(s) retained by the Town as such officials may deem reasonably necessary to enable him/her to review the application as required by law, and the Town shall be reimbursed by Applicant for reasonable fees and charges made by such consultant(s) or professional(s) within thirty (30) days of submission of a Town voucher. These fees and charges are in addition to any and all other fees required by other law, rule or regulation of the Town Code.

34) The Applicant shall meet all requirements of the Department of Public Works and Miami-Dade County for water, sewer and storm drainage services.

35) The Collins Avenue sidewalk adjacent to Applicant’s Property shall be constructed of “Crimson Red” concrete as utilized in surrounding properties on Collins Avenue and Harding Avenue.

36) The Applicant shall comply with all applicable conditions and permit requirements of Permitting and Environmental Resource Agency (PERA), the Miami-Dade County Fire Department, the Water and Sewer Department, Department of Environmental Protection (DEP), the Florida Department of Transportation (FDOT) and any other applicable regulatory agency.

37) The Applicant, its successors and assigns shall comply with all Town ordinances applicable to development and permit approvals at the time of adoption of the Resolution and in the event the Applicant does not commence construction within six (6) months from the date a demolition permit is issued it shall be required to comply with Section 14.55 of the Surfside Code in effect at the time of the passage of this Resolution, as may be amended from time to time, including the posting of additional bond(s) to defray the cost of the Town having to perform these tasks, if necessary, and as may be required by the Building Official.

D. Conditions To Be Completed Before Issuance of Certificate of Occupancy:

38) Any change in the ownership of the current owner, Chateau Ocean, LLC, greater than twenty percent (20%) and any conflict of interest (as defined in the Town of Surfside Code of Ethics) shall be fully disclosed in writing to the Town Manager and Town Attorney immediately upon the transfer of interest and any such change occurring. Said change of ownership shall not extend any of the dates or modify or excuse or extend any of the payment obligations or performance obligations included in this Resolution or in any related agreements referenced in this Resolution. All payment obligations and performance obligations of any kind set forth in

this Resolution and in these Conditions are binding upon the Applicant, its heirs, successors and assigns.

E. Continuing Conditions of Approval:

39) A material amendment to the site plan or conditional use approval shall be processed in the same manner as the original site plan. A minor amendment shall be reviewed and approved by the Town Manager and the Town Planner or, in the Town Manager's sole discretion, may be referred to the Town Commission for review and approval in the same manner as the original site plan and conditional use applications. A reduction in the number of residential units and a proportionate reduction in the number of parking spaces shall be considered a minor amendment. In the absence of controlling language in the Town's Zoning Code, the determination of whether a change is considered material or minor shall be in the sole discretion of the Town Manager after consultation with the Town Planner and Town Attorney, subject to the following limitations: to be considered a minor amendment, a change does not change lot coverage, setbacks, height limitations, as well as density or intensity calculations set forth in a previously approved site plan; does not require a variance to meet the requirements of the Code; does not require or create any change in the location, size and general site compatibility of any buildings, lighting and signs; does not cause an increase in the number of average daily trips; does not alter the location of any points of ingress, egress, access and vehicular and pedestrian patterns to the site; does not substantially decrease the value of or substantially change the character or location of any improvement or amenity; does not change landscape material, location, planting techniques, species, or size as deemed necessary by the Town Manager due to availability or site conditions; and does not result in the cancellation of any condition placed upon the site plan as originally approved.

40) Applicant shall have sufficient staff available to minimize congestion and facilitate the loading and unloading processes at both loading dock areas. The hours of operation of the loading docks shall be limited to: Monday through Friday from the hours of 9 a.m. to 4 p.m., and on Saturday from 9 a.m. to 12 p.m. (noon), only. No service or delivery using the loading docks shall be made on Sundays, or before or after the above stated hours on any other day. This schedule applies to, by way of example and not limitation, garbage trucks, recycling collectors, other waste haulers, moving vans and delivery vehicles. After prior approval of the specific clause by the Town Attorney, this condition shall be included as a separate clause in any declaration of condominium recorded on the Property in the Public Records of Miami-Dade County, FL, and in any amendments to such declaration, and proof of such inclusion shall be provided to the Town Manager and Town Attorney within ten (10) days from the date of recordation.

41) Live, amplified music shall be prohibited outdoors. Recorded music no greater than 75 decibels shall be allowed from 11:00 a.m. to dusk. This shall be reviewed annually through the Conditional Use approval.

42) The Applicant and its successors and assigns, including but not limited to the successor condominium association, shall maintain all landscaping materials on site in good condition,

replacing diseased, dying or dead plant material as necessary so as to present a healthy and orderly appearance at all times.

43) The private outdoor dining facilities, lobby bar and poolside bar shall only be open to residents of the Project and their invited guests. Signage advertising the private outdoor dining facilities and bars viewable from the sidewalk, abutting rights-of way, adjacent streets or public beach shall not be permitted. Operating hours for the outdoor dining facilities, lobby bar and poolside bar shall be limited to 8:00 A.M. to 12 midnight.

44) The words “Bal Harbour”, “Miami Beach,” and “Sunny Isles Beach” shall not be used immediately preceding or following the words “Chateau Ocean”. The words “Miami Beach” and “Sunny Isles Beach” shall not be part of the website address for the Chateau Beach. References in the marketing materials to nearby communities shall be limited to descriptions of entertainment, shopping or dining locations, and names of nearby communities shall not be used to describe the location of the Project, which shall only be described as being located in Surfside or in the Town of Surfside, Florida.

45) The Applicant shall feature businesses located in the downtown area of the Town of Surfside as a part of marketing information about the Project included in any sales brochures or similar information provided to potential purchasers or tenants or to real estate sales personnel engaged in marketing the Project or in bringing prospective residents to the Project.

46) Dumpsters shall be serviced wholly within the Chateau building envelope. All dumpsters that are stored in the parking level shall be delivered to the trash room on the north side of the first floor of the building no later than 7 a.m. on collection days. The servicing of the dumpsters and their locations shall not be visible from pedestrians or passing motorists on the sidewalks, abutting rights-of way, adjacent streets or public beach.

47) Continuous twenty-four hour valet parking service shall be provided by the Chateau Project as required by the Town Code due to the existence of tandem parking spaces in the parking garage. During peak hours, defined as 12 noon to 8 p.m. Monday through Thursday, and 12 noon to 9 p.m. Friday, Saturday and Sunday, there shall be a sufficient number of valets to assure no queuing exists on Collins Avenue.

48) The Applicant acknowledges the Department of Environmental Protection’s Beach Erosion Control Plan, and that there will be a lease between State DEP and the County and a management agreement between the County and the Town of Surfside, the terms of which shall be binding on Applicant to the extent it applies.

49) Upon issuance of a hurricane warning by the National Weather Service or similar agency, all removable items from the beach, pool decks, roof decks and other outdoor spaces shall be immediately removed and secured.

50) There shall be no service of glass or aluminum containers, and to the extent feasible, biodegradable straws shall be used on the beach by Applicant, and Applicant shall use good faith efforts to ensure that there shall be no service of plastic straws on the beach.

51) The Applicant shall obtain a certificate of occupancy and certificate of use from the Town upon compliance with all terms and conditions. The certificate of occupancy and certificate of use shall be subject to cancellation upon violation of any of the conditions, in accordance with the law.

52) Applicant acknowledges and agrees that each failure to make a payment or performance required as set forth in Conditions Nos. 22, 24, 25, 26, 27, and 28 (the "Public Improvement Payments") in accordance with the terms of this Resolution is a violation of a condition of approval of the site plan and conditional uses and shall constitute a separate Event of Default, and that, upon occurrence of an Event of Default, Surfside, five days after providing Applicant an opportunity to cure (the "Cure Period") by mailing a certified letter, return receipt requested, (the "Notice of Default"), referencing the recorded Resolution, addressed to Applicant at: 1000 East Hallandale Beach Boulevard, Suite B, Hallandale Beach, FL 33009 (Applicant shall notify Town of any change of address by delivering written notice entitled: "Notice of Change of Address for Chateau Ocean LLC," by certified mail, to: TOWN MANAGER with a copy to: TOWN ATTORNEY, both addressed to: 9293 Harding Avenue, Surfside, FL 33154) may exercise all of the remedies set forth herein and provided by law, both equitable and legal, including the recording of a lien, for each Event of Default, at Applicant's expense, in the Public Records of Miami-Dade County in accordance with Florida Statutes against all of the Property. Applicant agrees and acknowledges that its failure to make a payment resulting in an Event of Default which is not cured within the Cure Period by making full payment or payments in accordance with the terms of the Conditions shall constitute a complete waiver of any rights or defenses it may have to challenge the recording of the lien or liens or of any proceedings to enforce the liens, including but not limited to the filing of a foreclosure action against Applicant, its successors and/or assigns, and the entry of a Final Judgment of Foreclosure or a judicial proceeding to recover a money judgment for the amount of the liens plus accrued interest, attorneys fees and all costs incurred by Surfside in pursuing the collection of the unpaid funds under any and all laws that may be applicable, including but not limited to the Constitutions of the State of Florida and the United States of America. In addition to or as an alternative, Surfside may use any other enforcement mechanism provided by law. Further, Applicant agrees that any forbearance on the part of Surfside to exercise any of its rights in the event of a default by Applicant, its heirs, successors, or assigns shall not be deemed or construed to be a waiver of Surfside's rights hereunder in the event of a subsequent default.

53) Pursuant to Condition No. 38, any change in the ownership of the current owner, Chateau Ocean, LLC, (also referred to as the "Applicant") greater than twenty percent (20%) and any conflict of interest (as defined in the Town of Surfside Code of Ethics) shall be fully disclosed in writing to the Town Manager and Town Attorney immediately upon said change occurring. Said change of ownership shall not extend or modify any of the dates for payment or performance included in this Resolution or in any related agreements referenced in this Resolution nor shall any change of ownership modify or excuse or extend any of the payment obligations contained in the Resolution or in any related agreements referenced in this Resolution. All payment obligations and performance obligations of any kind set forth in this Resolution and in these Conditions are binding upon the Applicant, its heirs, successors and assigns. For the Disclosure

of Ownership see attached to this Resolution, Exhibit "D" Disclosure of Ownership, dated January 16, 2013.

V. MISCELLANEOUS PROVISIONS.

1. **COUNTERPARTS.** This Resolution may be executed in counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

2. **SEVERABILITY CLAUSE.** In the event any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no way affect the remaining portions of this Resolution, which shall remain full force and effect.

VI. EFFECTIVE DATE. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this ___th day of January, 2013

Motion by _____, second by _____

FINAL VOTE ON ADOPTION:

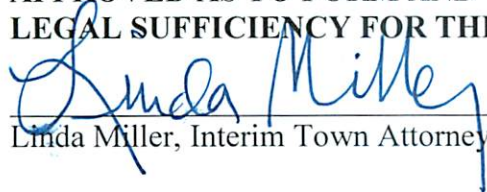
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Interim Town Attorney

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I, Sandra Novoa, Town Clerk of the Town of Surfside, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 13-Z-___ adopted by the Town Commission at its meeting held on the _____ day of _____, 2013.

Issued: _____

Sandra Novoa
Town Clerk

EXHIBIT "A"

Prepared by and Return to:

Version 1

Neisen O. Kasdin, Esq.
Akerman Senterfitt
1 SE 3rd Avenue, 25th Floor
Miami, FL 33131

GRANT OF PERPETUAL BEACH ACCESS AGREEMENT EASEMENT

THIS PERPETUAL BEACH ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of _____, 2013, by and between CHATEAU OCEAN, LLC, a Florida limited liability company ("Grantor") and the TOWN OF SURFSIDE, FLORIDA, a municipal corporation under the laws of the State of Florida (the "Grantee").

RECITALS

WHEREAS, Grantor is the owner of that certain real property situated, lying and being in the Town of Surfside, Miami-Dade County, Florida more particularly described in Exhibit A attached hereto and made apart hereof (the "Property");

WHEREAS, the Grantor intends to develop a multi-family residential building and related improvements on the Property (the "Project") in accordance with that site plan (the "Site Plan") prepared by Arquitectonica dated January 10, 2013 which was approved by the Town pursuant to Resolution _____ on January 24, 2013;

WHEREAS, Grantee is a municipal corporation authorized under its charter to provide for the general welfare of the people of the Town of Surfside, Florida and in order to provide for the general welfare it deems it necessary to obtain a non-exclusive perpetual easement over and across and non-exclusive right to utilize that portion of the Property described in Exhibit B attached hereto and made a part hereof (the "Easement Parcel") for public recreational uses, as hereinafter provided.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The Recitals to this Agreement are true and correct and hereby incorporated by reference and made a part hereof.
2. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual easement over and across and the non-exclusive right to utilize for public beach and recreation uses the Easement Parcel.

3. Improvements by Grantor and Grantee. Grantor and Grantee shall not construct any improvements within the Easement Parcel, other than the sand roadway within the Hard Pack Area, as hereinafter defined.
4. Maintenance of Easement Parcel. Grantee, at its sole cost and expense, shall maintain the Easement Parcel in good condition and repair, as currently maintained by Grantee.
5. Hard Pack Parcel. That portion of the Easement Parcel more particularly described on Exhibit C attached hereto and made a part hereof (the "Hard Pack Parcel") is currently improved with a hard pack sand roadway running north and south (the "Hard Pack Area"). Grantor and Grantee agree not to obstruct the Hard Pack Area except as permitted pursuant to Section 7 below.
6. Restrictions. The Easement Parcel shall be used by Grantee and Grantor only for lawful purposes in conformance with all applicable laws and no use or operation shall be made, conducted or permitted which is in violation of any applicable law.
7. Temporary Construction. Grantor reserves the right to utilize the Easement Parcel as reasonably necessary in connection with the construction and maintenance of the Project provided such construction activities shall not unreasonably interfere with the use of the Easement Parcel. Prior to undertaking any construction that utilizes the Easement Parcel, Grantor shall obtain all permits and approvals required by all applicable governmental agencies, including the Town of Surfside, Florida, Miami-Dade County, Florida and the State of Florida.
8. Representation of Grantor. Grantor represents and warrants to Grantee that:
 - A. Grantor owns fee simple title to the Easement Parcel free and clear of all liens and encumbrances other than taxes and assessments which are not now due and payable.
 - B. Grantor is a duly formed limited liability company in good standing in the State of Florida.
 - C. Grantor is duly authorized to execute and deliver this Agreement and all company action required to authorize the execution of this Agreement by Manuel Grosskopf as manager on behalf of Grantor has been taken.
 - D. This Agreement is the valid and binding obligation of Grantor enforceable in accordance with its terms.
9. Condominium Association. Grantor covenants and agrees, that if Grantor elects to submit the Property to the condominium form of ownership that this Agreement shall be binding upon the condominium association.
10. Covenant Running with Land. All covenants, conditions, restrictions, reservations and other provisions contained in this Agreement shall constitute covenants running with the land and shall be binding on the parties hereto and their successors or assigns.

11. Public Access. The Easement Parcel shall be used in perpetuity for the uses herein authorized, provided, however, that Grantee may determine by resolution of the Town of Surfside, Florida after a duly advertised public hearing that it is in the best interest of the health, safety and welfare of the public to discontinue such use, in whole or part, in which case the Grantee shall execute an amendment or termination of this Agreement, as appropriate.
12. Limitation of Liability. To the extent applicable, the easement granted by Grantor pursuant to this Agreement is for outdoor recreational purposes in accordance with Section 375.251, Florida Statutes and Grantor's liability, shall be limited in accordance with the provisions of that statute, to the extent applicable.
13. No Joint Venture. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association or agency relationship between the parties.
14. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to the easements granted herein, and all prior representations, negotiations, and understandings are superseded hereby.
15. Headings. The section headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof. The parties hereto acknowledge that the terms and provisions of this Agreement have been fully negotiated between the parties and that each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either party as the drafting party. The terms "herein", "hereby", "hereof", "hereto", "hereunder" and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties has caused this Agreement to be executed as of the day first above written.

WITNESSES:

GRANTOR:

Signature

Chateau Ocean LLC, a Florida limited liability company

Print name

By: _____
Manuel Grosskopf, its Manager

Signature

Print name

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Manuel Grosskopf, as Manager of Chateau Ocean, LLC, a Florida limited liability company on behalf of the limited liability company. He is personally known to me or produced _____ as identification and did not take an oath.

Notary Public

Typed, printed or stamped name
of Notary Public

My Commission Expires:

ATTEST:

TOWN:

TOWN OF SURFSIDE,
a Florida Municipal Corporation

Sandra Novoa, CMC
Town Clerk

Roger Carlton
Town Manager

APPROVED AS TO FORM
LEGALITY FOR USE AND
RELIANCE OF THE TOWN OF
SURFSIDE, FLORIDA ONLY:

Town Attorney

Date

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Roger Carlton, as Town Manger of Town of Surfside, Florida, a municipal corporation on behalf of the municipal corporation. He/She is personally known to me or has produced as identification and did not take an oath.

Notary Public

Typed, printed or stamped name
of Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of Property:

Lots 7, 8, 9, 10, 11 and 12, Block 2, of "ALTOS DEL MAR NO 5", according to the plat thereof, as recorded in Plat Book 8, at Page 92, of the Public Records of Miami-Dade County, Florida.

AND:

That portion of land lying East of said Lots 7, 8, 9, 10, 11 and 12, Block 2; bounded on the North by the Easterly extension of the North line of said Lot 12; Bounded on the East by the EROSION CONTROL LINE, according to the plat thereof, as recorded in Plat Book 105 at Page 62, of the Public Records of Miami-Dade County, Florida; bounded on the South by the Easterly extension of the South line of said Lot 7; bounded on the West by the East line of said Lots 7, 8, 9, 10, 11 and 12, Block 2.

EXHIBIT B

Legal Description of Easement Parcel:

Insert legal description from the west line of the Hard Pack Parcel to the Erosion Control Line.

EXHIBIT C

EXHIBIT "A"

LEGAL DESCRIPTION: Ingress/Egress Easement

A Ingress/Egress Easement across a portion of land lying East of said Lots 7, 8, 9, 10, 11 and 12, Block 2, "ALTOS DEL MAR NO 5", according to the plat thereof, as recorded in Plat Book 8, at Page 92, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 7; thence N 86°52'44" E along the South line of said Lot 7 and its Easterly extension thereof for 339.56 feet to the Point of Beginning of the hereinafter described Ingress/Egress Easement; thence continue N 86°52'44" E along said Easterly extension of the South line of Lot 7 for 33.99 feet; thence N 05°37'54" W along the Erosion Control Line of the Atlantic Ocean, according to the plat thereof, as recorded in Plat book 105 at Page 62, of the Public Records of Miami-Dade County, Florida for 5.19 feet; thence S 89°00'50" W for 18.22 feet; thence N 07°58'51" W for 59.77 feet; thence N 05°41'20" W for 60.04 feet; thence N 05°13'05" W for 98.05 feet; thence N 05°13'02" W for 59.71 feet; thence N 03°29'40" W for 24.08 feet; thence S 86°52'44" W along the Easterly extension of the North line of said Lot 12, also being the South right of way line of 94th Street for 16.00 feet; thence S 03°29'40" E for 24.42 feet; thence S 05°13'02" E for 59.95 feet; thence S 05°13'05" E for 96.11 feet; thence S 05°41'20" E for 60.42 feet; thence S 07°58'51" E for 64.61 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 35, Township 52 South, Range 42 East, Town of Surfside, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S05°23'15"E for the East right of way line of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2008-117-NGVD.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on December 18, 2012, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

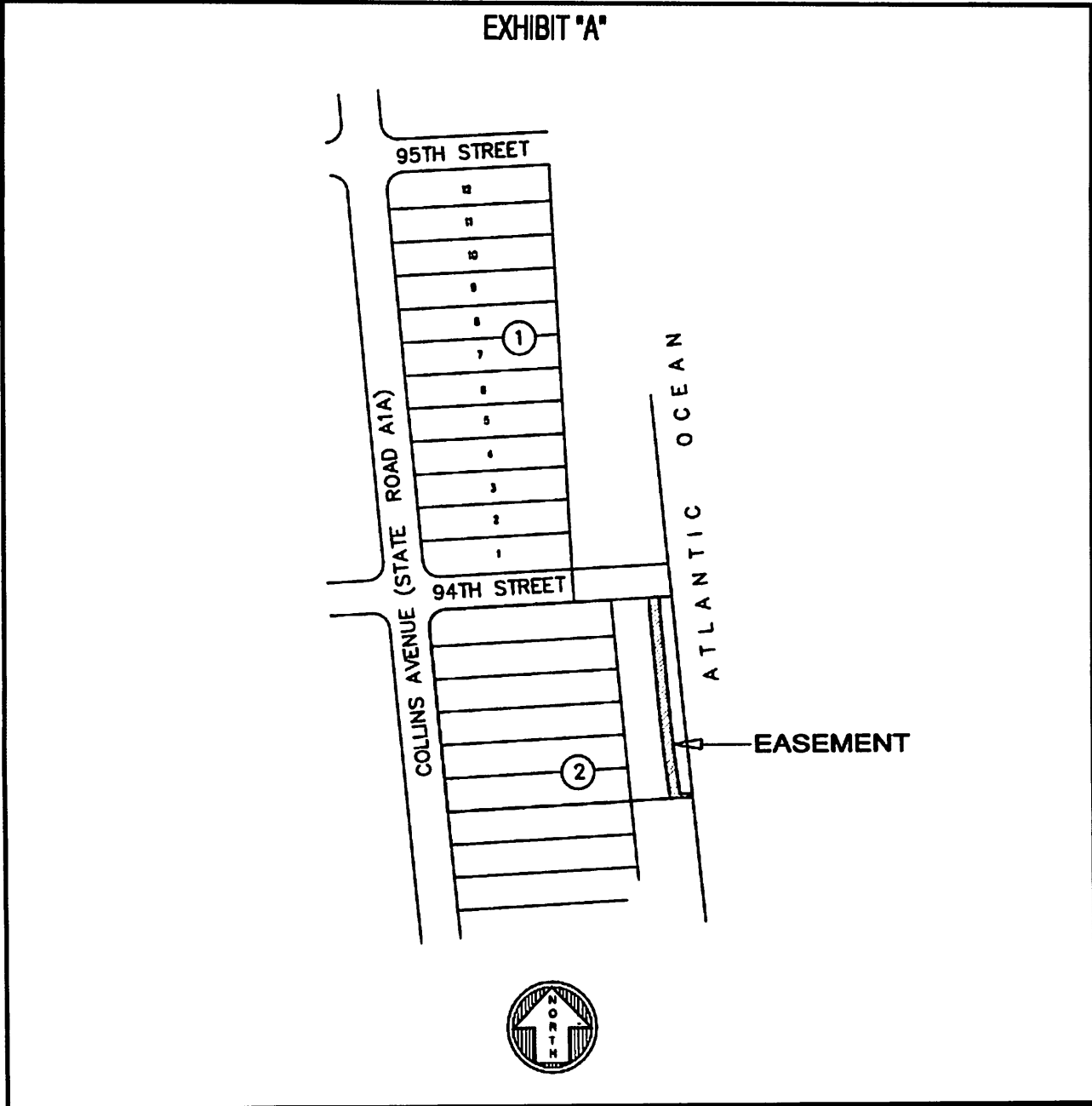
"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

Drawn By MAP	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com	Date 12/18/12
Cad. No. 121183		Scale NOT TO SCALE
Ref. Dwg. 2008-117-NAVD		Job. No. 121389
Plotted: 12/18/12 11:28a		Dwg. No. 1012-082
		Sheet 1 of 3

EXHIBIT B
(cont'd)



Drawn By MAP	LOCATION SKETCH	Date 12/18/12
Cad. No. 121389	FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	Scale NOT TO SCALE
Ref. Dwg. 2008-117-NAVD		Job. No. 121389
Plotted: 12/18/12 11:26a		Dwg. No. 1012-082
		Sheet 3 of 3

Prepared by and Return to:

Version 2

Neisen O. Kasdin, Esq.
Akerman Senterfitt
1 SE 3rd Avenue, 25th Floor
Miami, FL 33131

GRANT OF PERPETUAL BEACH ACCESS AGREEMENT

THIS PERPETUAL BEACH ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of _____, 2013, by and between CHATEAU OCEAN, LLC, a Florida limited liability company ("Grantor") and the TOWN OF SURFSIDE, FLORIDA, a municipal corporation under the laws of the State of Florida (the "Grantee").

RECITALS

WHEREAS, Grantor is the owner of that certain real property situated, lying and being in the Town of Surfside, Miami-Dade County, Florida more particularly described in Exhibit A attached hereto and made apart hereof (the "Property");

WHEREAS, the Grantor intends to develop a multi-family residential building and related improvements on the Property (the "Project") in accordance with that site plan (the "Site Plan") prepared by Arquitectonica dated January 10, 2013 which was approved by the Town pursuant to Resolution _____ on January 24, 2013;

WHEREAS, Grantee is a municipal corporation authorized under its charter to provide for the general welfare of the people of the Town of Surfside, Florida and in order to provide for the general welfare it deems it necessary to obtain a non-exclusive perpetual easement over and across and non-exclusive right to utilize that portion of the Property described in Exhibit B attached hereto and made a part hereof (the "Easement Parcel") for public recreational uses, as hereinafter provided.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The Recitals to this Agreement are true and correct and hereby incorporated by reference and made a part hereof.
2. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual easement over and across and the non-exclusive right to utilize for public beach and recreation uses the Easement Parcel subject to the non-exclusive right of the Grantor, its successor and assigns, to utilize the Easement Parcel and to improve the Easement Parcel with improvements, including without limitation, temporary removable cabanas and related improvements (the "Cabanas") and other improvements in

accordance with the Site Plan, as same may be amended from time to time by a duly adopt resolution approved by the Town of Surfside, Florida.

3. Use of Cabanas. Grantor, and its successor and assigns shall have the exclusive right to utilize the removable Cabanas and nothing contained in this Agreement shall be deemed or construed to grant to Grantee or the public the right to utilize the Cabanas.
4. Improvements by Grantee. Grantee shall not be permitted to construct any improvements within the Easement Parcel.
5. Hard Pack Parcel. That portion of the Easement Parcel more particularly described on Exhibit C attached hereto and made a part hereof (the "Hard Pack Easement Parcel") is currently improved with a hard pack sand roadway running north and south (the "Hard Pack Area"). Grantee covenants and agrees to maintain the Hard Pack Area, in good condition and repair, at its sole cost and expense as currently maintained by Grantee. Grantor and Grantee shall keep the Hard Pack Area free from obstruction and not locate any improvements within the Hard Pack Area.
6. Temporary Construction. Grantor reserves the right to utilize the Easement Parcel as reasonably necessary in connection with the construction and maintenance of the Project provided such construction activities shall not unreasonably interfere with the use of the Hard Pack Area. Prior to undertaking any construction within the Easement Parcel, Grantor shall obtain all permits and approvals required by all applicable governmental agencies, including the Town of Surfside, Florida, Miami-Dade County, Florida and the State of Florida.
7. Restrictions. The Easement Parcel shall be used by Grantor and Grantee only for lawful purposes in conformance with all applicable laws and no use or operation shall be made, conducted or permitted which is in violation of any applicable law. The easement Parcel shall be used and enjoyed in such a manner so as to not unreasonably interfere with the use and enjoyment of the Project.
8. Representation of Grantor. Grantor represents and warrants to Grantee that:
 - A. Grantor owns fee simple title to the Easement Parcel free and clear of all liens and encumbrances other than taxes and assessments which are not now due and payable.
 - B. Grantor is a duly formed limited liability company in good standing in the State of Florida.
 - C. Grantor is duly authorized to execute and deliver this Agreement and all company action required to authorize the execution of this Agreement by Manuel Grosskopf as manager on behalf of Grantor has been taken.
 - D. This Agreement is the valid and binding obligation of Grantor enforceable in accordance with its terms.
9. Condominium Association. Grantor covenants and agrees, that if Grantor elects to submit the Property to the condominium form of ownership that this Agreement shall be binding upon the condominium association.

10. Covenant Running with Land. All covenants, conditions, restrictions, reservations and other provisions contained in this Agreement shall constitute covenants running with the land and shall be binding on the parties hereto and their successors or assigns.
11. Public Access. The Easement Parcel shall be used in perpetuity for the uses herein authorized, provided, however, that Grantee may determine by resolution of the Town of Surfside, Florida after a duly advertised public hearing that it is in the best interest of the health, safety and welfare of the public to discontinue such use, in whole or part, in which case the Grantee shall execute an amendment or termination of this Agreement, as appropriate.
12. Limitation of Liability. To the extent applicable, the easements granted by Grantor pursuant to this Agreement are for outdoor recreational purposes in accordance with Section 375.251, Florida Statutes and Grantor's liability, shall be limited in accordance with the provisions of that statute, to the extent applicable.
13. No Joint Venture. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association or agency relationship between the parties.
14. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to the easements granted herein, and all prior representations, negotiations, and understandings are superseded hereby.
15. Headings. The section headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof. The parties hereto acknowledge that the terms and provisions of this Agreement have been fully negotiated between the parties and that each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either party as the drafting party. The terms "herein", "hereby", "hereof", "hereto", "hereunder" and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties has caused this Agreement to be executed as of the day first above written.

WITNESSES:

GRANTOR:

Signature

Chateau Ocean LLC, a Florida limited liability company

Print name

By: _____
Manuel Grosskopf, its Manager

Signature

Print name

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

The foregoing instrument was acknowledged before me this _____ day of January, 2013, by Manuel Grosskopf, as Manager of Chateau Ocean, LLC, a Florida limited liability company on behalf of the limited liability company. He is personally known to me or produced _____ as identification and did not take an oath.

Notary Public

Typed, printed or stamped name
of Notary Public

My Commission Expires:

ATTEST:

TOWN:

TOWN OF SURFSIDE,
a Florida Municipal Corporation

Sandra Novoa, CMC
Town Clerk

Roger Carlton
Town Manager

APPROVED AS TO FORM
LEGALITY FOR USE AND
RELIANCE OF THE TOWN OF
SURFSIDE, FLORIDA ONLY:

Town Attorney

Date

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me this ____ day of January, 2013, by Roger Carlton, as Town Manger of Town of Surfside, Florida, a municipal corporation on behalf of the municipal corporation. He/She is personally known to me or has produced as identification and did not take an oath.

Notary Public

Typed, printed or stamped name
of Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of Property:

Lots 7, 8, 9, 10, 11 and 12, Block 2, of "ALTOS DEL MAR NO 5", according to the plat thereof, as recorded in Plat Book 8, at Page 92, of the Public Records of Miami-Dade County, Florida.

AND:

That portion of land lying East of said Lots 7, 8, 9, 10, 11 and 12, Block 2; bounded on the North by the Easterly extension of the North line of said Lot 12; Bounded on the East by the EROSION CONTROL LINE, according to the plat thereof, as recorded in Plat Book 105 at Page 62, of the Public Records of Miami-Dade County, Florida; bounded on the South by the Easterly extension of the South line of said Lot 7; bounded on the West by the East line of said Lots 7, 8, 9, 10, 11 and 12, Block 2.

EXHIBIT B

Legal Description of Easement Parcel:

Lots 7, 8, 9, 10, 11 and 12, Block 2, of "ALTOS DEL MAR NO 5", according to the plat thereof, as recorded in Plat Book 8, at Page 92, of the Public Records of Miami-Dade County, Florida.

AND:

That portion of land lying East of said Lots 7, 8, 9, 10, 11 and 12, Block 2; bounded on the North by the Easterly extension of the North line of said Lot 12; Bounded on the East by the EROSION CONTROL LINE, according to the plat thereof, as recorded in Plat Book 105 at Page 62, of the Public Records of Miami-Dade County, Florida; bounded on the South by the Easterly extension of the South line of said Lot 7; bounded on the West by the East line of said Lots 7, 8, 9, 10, 11 and 12, Block 2.

LESS AND EXCEPT THEREFROM that portion of Lots 7, 8, 9, 10, 11 and 12, Block 2, of "ALTOS DEL MAR NO. 5", according to the Plat thereof, as recorded in Plat Book 8, at Page 92 of the Public Records of Miami-Dade County, Florida lying west of the Town of Surfside Bulk Head Line as shown on the plat thereof recorded in Plat Book 105, at page 62 of the Public Records of Miami-Dade County, Florida.

EXHIBIT C

EXHIBIT "A"

LEGAL DESCRIPTION: Ingress/Egress Easement

A Ingress/Egress Easement across a portion of land lying East of said Lots 7, 8, 9, 10, 11 and 12, Block 2, "ALTOS DEL MAR NO 5", according to the plat thereof, as recorded in Plat Book 8, at Page 92, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 7; thence N 86°52'44" E along the South line of said Lot 7 and its Easterly extension thereof for 339.56 feet to the Point of Beginning of the hereinafter described Ingress/Egress Easement; thence continue N 86°52'44" E along said Easterly extension of the South line of Lot 7 for 33.99 feet; thence N 05°37'54" W along the Erosion Control Line of the Atlantic Ocean, according to the plat thereof, as recorded in Plat book 105 at Page 62, of the Public Records of Miami-Dade County, Florida for 5.19 feet; thence S 89°00'50" W for 18.22 feet; thence N 07°58'51" W for 59.77 feet; thence N 05°41'20" W for 60.04 feet; thence N 05°13'05" W for 96.05 feet; thence N 05°13'02" W for 59.71 feet; thence N 03°29'40" W for 24.08 feet; thence S 86°52'44" W along the Easterly extension of the North line of said Lot 12, also being the South right of way line of 94th Street for 16.00 feet; thence S 03°29'40" E for 24.42 feet; thence S 05°13'02" E for 59.95 feet; thence S 05°13'05" E for 96.11 feet; thence S 05°41'20" E for 60.42 feet; thence S 07°58'51" E for 64.61 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 35, Township 52 South, Range 42 East, Town of Surfside, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S05°23'15"E for the East right of way line of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2008-117-NGVD.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on December 18, 2012, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

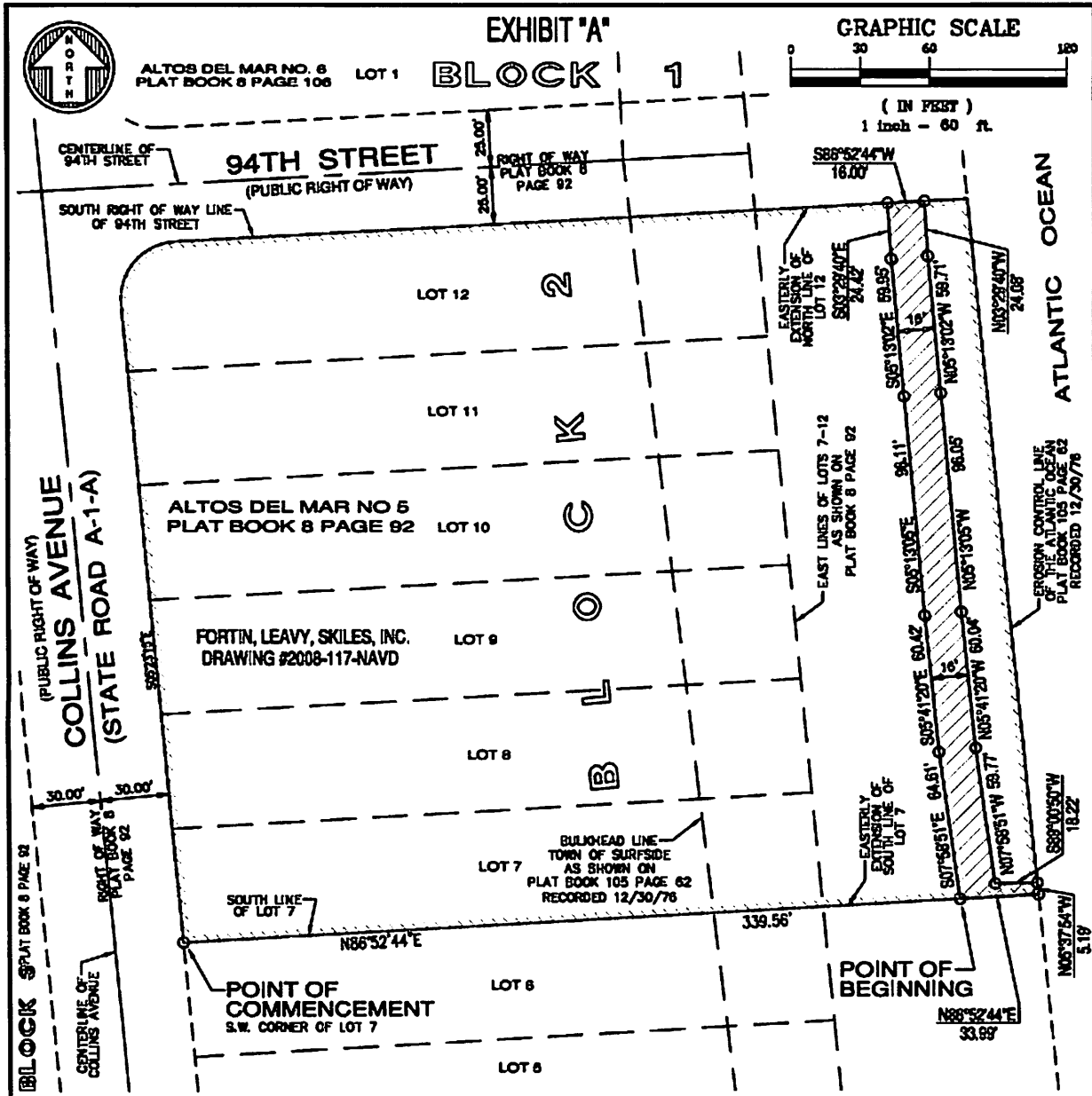
"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

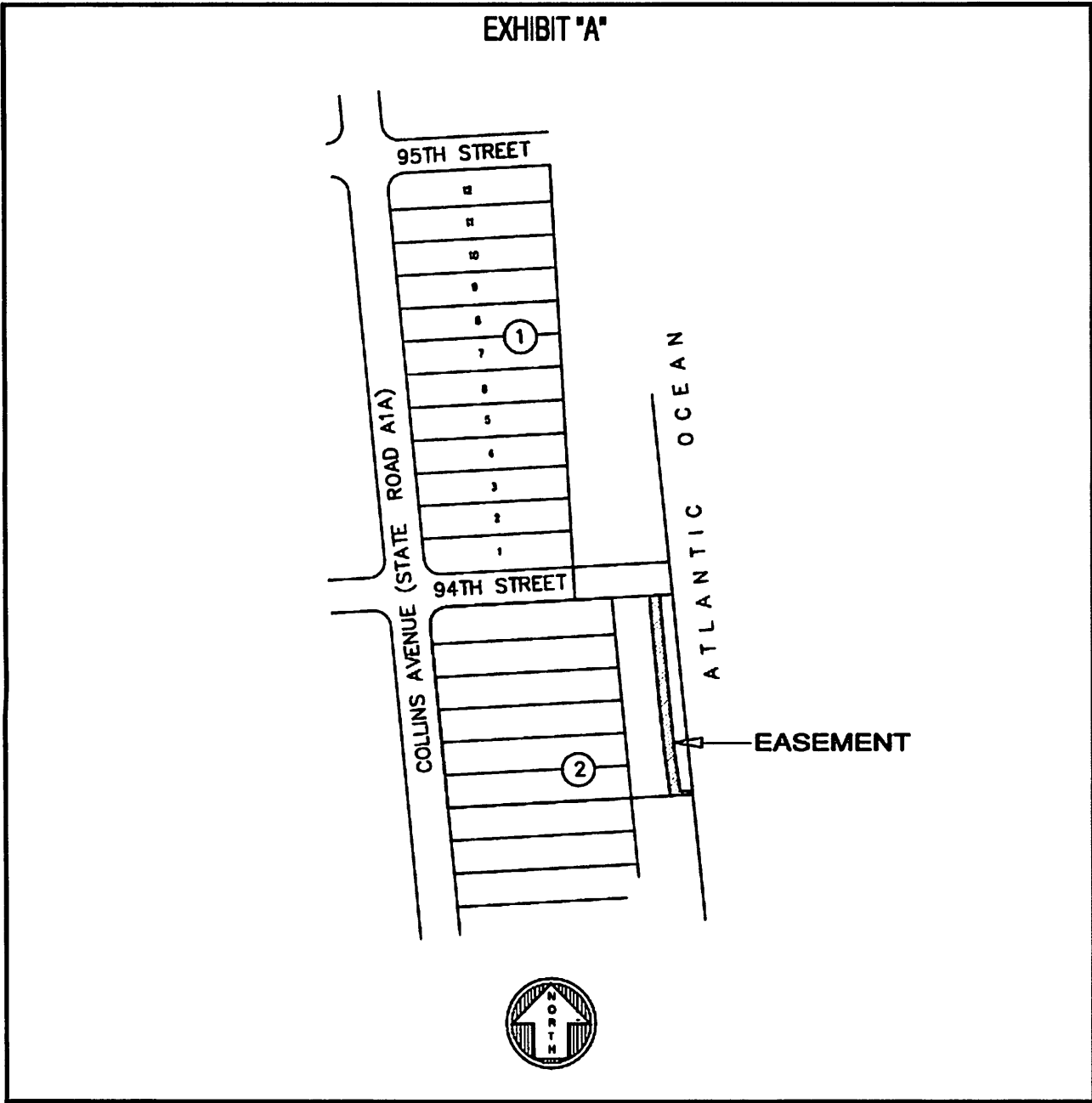
Drawn By MAP	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com	Date 12/18/12
Cad. No. 121183		Scale NOT TO SCALE
Ref. Dwg. 2008-117-NAVD		Job. No. 121389
Plotted: 12/18/12 11:26a		Dwg. No. 1012-082
		Sheet 1 of 3

EXHIBIT C
(cont'd)



Drawn By MAP	SKETCH OF DESCRIPTION	Date 12/18/12
Cad. No. 121389		Scale 1"=60'
Ref. Dwg. 2008-117-NAVD		Job. No. 121389
Plotted: 12/18/12 11:26a		Dwg. No. 1012-082
		Sheet 2 of 3
FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com		

EXHIBIT B
(cont'd)



Drawn By MAP Cad. No. 121389 Ref. Dwg. 2008-117-NAVD Plotted: 12/18/12 11:28a	LOCATION SKETCH FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS <small>FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com</small>	Date 12/18/12 Scale NOT TO SCALE Job. No. 121389 Dwg. No. 1012-082 Sheet 3 of 3
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HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (this "Agreement") is by and between The Town of Surfside, a Florida municipal corporation ("Town"), and CHATEAU OCEAN, LLC, a Florida limited liability company, its successors and/or assigns ("Applicant").

WHEREAS, Applicant submitted applications to the Town for site plan and conditional use approval (collectively, the "Applications") for certain improvements (collectively, the "Improvements") to the property located at 9349, 9365 and 9379 Collins Avenue (the "Project"); and

WHEREAS, pursuant to Resolution No. 13-Z-_____ ("Resolution") the Town Commission approved the Applications subject to certain conditions provided in the Resolution; and

WHEREAS, Condition No. 1(b) of the Resolution requires the Applicant to hold harmless the Town and to defend and protect the Town against any suit, claim or demand brought by a third party arising from approval of the Applications, including, but not limited to challenges of the Resolution or of the actions of the Town in processing the Applications, including the Town's issuance of building permits and related approvals, whether such challenges are by judicial, administrative actions or proceedings and whether such challenges are based on the Town Charter, Comprehensive Plan or Town Zoning Code; and

WHEREAS, this Agreement is executed by Applicant in favor of the Town pursuant to Condition No. 1(b) of the Resolution.

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein and made a part hereof as if fully set forth herein.
2. The effective date ("Effective Date") of this Agreement shall be the date the Resolution is approved by the Town Commission.
3. Applicant, including its assigns, successors in interest, and any party or parties to whom it may sell or transfer in any way any or all of its interest in the Project and the Applications, hereby agrees to defend, protect and hold the Town, its employees, elected officials, administration, and legal and other consultants retained by the Town (the "Town Personnel"), harmless against any lawsuits, claims or demands brought by a third party, arising from approval of the Applications, including but not limited to, challenges of the Resolution, the actions of the Town in processing the Applications, including its issuance of building permits and related approvals, and including claims that such approvals, processing and issuances violate the Town Charter, Comprehensive Plan or Town Zoning Code, whether such challenges are by means of petitions for writ of certiorari, actions for declaratory relief, or other judicial or administrative actions or proceedings (all of which claims, demands, and challenges shall be

referred to as "Actions"), providing the Town is not adverse to the Applicant in any of the foregoing Actions. Applicant also covenants not to sue the Town Personnel for any damages Applicant may incur as a result of an Action. Notwithstanding the foregoing, in the event that any Town Personnel directly or indirectly initiates an Action, Applicant's obligation to defend, protect and hold the Town, Personnel harmless shall terminate as to that particular Town Personnel directly or indirectly initiating such Action.

4. In the event any Action is commenced, the Town shall immediately notify Applicant. Counsel to defend such Actions shall be designated by Applicant, subject to reasonable and timely approval by the Town Attorney, and Applicant shall be responsible for the conduct of the defense to any such Actions, including any appeals. The Town, through the Town Attorney's Office, shall cooperate in the defense of such Actions. The attorneys retained by Applicant, and approved by the Town Attorney, shall consult with the Town Attorney, however all of the legal defense fees and all costs associated with the defense of any claim or Action shall be paid by Applicant. Notwithstanding the foregoing, the Town may elect, at any time, to designate a separate attorney to represent its interest(s) in the Actions, at its sole cost and expense.

5. By signing this Agreement, the Applicant does not waive any of its rights or remedies available to it at law or in equity to support the Town Commission's actions with respect to the Applications in any proceedings.

6. This Agreement embodies and constitutes the entire understanding between the parties with respect to holding harmless and defending the Town and Town Personnel as provided above, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement, nor any provision hereof, may be modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

7. The parties hereto acknowledge and agree that they are separate and independent entities, and nothing contained herein shall be deemed to create a joint venture, association, partnership, agency or employment relationship between the parties. Neither party shall have the power to act in the name of or on behalf of or incur obligations binding upon the other party, without the other party's express written authorization and consent.

8. If any action or other proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and disbursements at the dispute resolution, trial, and all appellate levels.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without application of its conflict of law principles.

10. This agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

11. The parties to this Agreement each represent to the other that they have the appropriate authority and have obtained all authorizations necessary to enter into this Agreement and to perform all acts contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the Effective Date.

CHATEAU OCEAN, LLC
a Florida limited liability company

BY:

Manuel Grosskopf, Manager

TOWN OF SURFSIDE
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Approved as to form and legal sufficiency:

Town Attorney

Name: _____

COMPOSITE EXHIBIT "C"



Steven Feller P.E., LEED AP
Anatoly Averbuch
Robert Raynor
Michael Torrey, C.I.P.E.,
LEED AP
Jack Nedin

November 8, 2012

Chateau Group
1000 E. Hallandale Beach Blvd.
#B
Hallandale, FL 33009

Dear Esteban:

The enclosed report describes in simple language how we propose to improve the energy and water usages for the Chateau Ocean Project in Surfside.

By doing all of these items, we will be able to obtain maximum LEED points based on our climatic environment.

I am available to meet with whomever next week.

Very truly yours,

STEVEN FELLER, P.E., P.L.

Steven Feller, P.E.
President

SF:mcw
cc. File- Chateau1108-Report

500 Northeast Third Avenue • Fort Lauderdale, Florida 33301
954 467 1402 • Fax 954 467 5752
Please visit our website: www.fellerpe.com



THE SPINNAKER GROUP

501 SPINNAKER
WESTON, FL 33326
www.thespinnakergroupinc.com
954-347-9967
Fax 954-217-3614

Chateau Group
1000 E. Hallandale Beach Blvd.
#B
Hallandale, FL 33009

We have reviewed the attached LEED Scorecard and the letter from Steven Feller, PE regarding LEED certification for the Chateau Condominium that is being planned for Surfside. It is our professional opinion that the credits and prerequisites outlined on the LEED scorecard are achievable for this project. This will require the design team, the contractor and the owner to meet all of the requirements for the credits as outlined in LEED for New Construction Version 3, 2009.

We are available for further discussion if required

Sincerely

Rob Hlink, LEED AP, BD&C, O&M, ND
LEED Faculty
Principal,
The Spinnaker Group



Sustainable Design • Building Commissioning
LEED™ Consulting

The purpose of the following report is to show the developers of this project Chateau @ Surfside are complying with all of the energy requirements necessary to obtain LEED Silver Certification. The way LEED allows us to show this compliance is to compare our building to a standard baseline building as described in the LEED Handbook.

We also ran this comparison for a LEED Certified (only) building. the most important inputs into getting the desired results are as follows:

1. Glass U-1.2 SC 0.3, wall insulation value of R-13, roof insulation value R-25, heat pump EER-13.
2. Glass U-0.87 SC 0.41, wall insulation value of R-13, roof insulation Value R-30, Heat pump EER-17 (this scenario is Esteban's desirable glass and EER).
3. Glass U-0.22 SC 0.25, wall insulation value of R-13. roof insulation value R-30 Heat pump EER-17 (Pass the Florida Energy Calc 2010)

Using these values get us the following building "block" cooling loads in tons.

1. Glass U-1.2 SC 0.3 Block Load is 465 tons.
2. Glass U-0.87 SC 0.41 Block Load is 491 tons.
3. Glass U-0.22 SC 0.25 Block Load is 392 tons.

The Calculations Summary is attached to the end of this from the baseline building to LEED Certified is 24%. The power restriction (KW) to go from the baseline building to LEED Silver is 39%. This is what the developer of chateau Surfside is proposing.

Additionally to comply with LEED Silver, we are implementing the following:

As per comparison sheet, the base line is as per ASHRAE 2010 Appendix G VS the proposed building which reflect the actual aspects of the building.

1. The roof insulation in the proposed has been improved from R-25 to R-30.
2. The wall insulation has been improved from R-13 to R-30.
3. The glass value has improved from U-1.2 and SC-0.3 to U-0.22 and SC-0.25.
4. The major improvement is the heat pump which has been improved from EER-12 as per (Florida building Code 2010 and ASHRAE 90.1) to the High Efficient heat pump with EER-17. As you see, the reduction in electrical demand just by improving the EER of the heat pump to 17 is 39%.
5. Boiler efficiency has been improved from 85% to 95%.
6. The plumbing fixtures flow has been improved to reflect 30% less consumption than the base line as per chart (that is also at the end of this report.
7. LED light will be used in the corridor and common area which reduces the LPD from 1.1 watt/sq. ft. to average 0.3-0.5 watt/sq. ft.
8. Using conductivity meter in the cooling tower to reduce the amount of blow-down water.
9. Having CO2 sensor installed in the high density area to maintain the quality of air.
10. Provide ventilation to meet the minimum requirement of Section 4 thru 7 of ASHRAE Standard 62.1-2007.

11. Install permanent monitoring system to ensure the ventilation system maintaining design minimum requirement and generate alarm when the air flow value or CO2 level varies by 10%.
12. Installing MERV 13 in all major units (Common Areas).
13. Provide individual lighting control for 90% of the building occupants to enable adjustments to suit individual.
14. Design of the HVAC System and building envelope to meet the requirement of ASHRAE 55 to provide a comfortable thermal environment.
15. Zero use of CFC-based refrigerant in the HVAC Machine to reduce stratospheric ozone depletion.
16. Variable frequency drive will be installed in the pumping system and cooling tower fans to modulate the consumption of the energy resulting in reducing the electricity.
17. All the appliances throughout the buildings are going to be Energy Star.

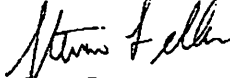
As you can see from the A/C tonnage and electric power use reductions when complying with LEED Silver, this building is able to achieve maximum points for our climatic conditions.

Certification

I certify that this information and the results obtained comply with the appropriate LEED Calculation Methods.

Very truly yours,

STEVEN FELLER, P.E., P.E.I.



Steven Feller, P.E., LEED AP BD + C
#22046
President

SR/mcw

cc: A Averbuch
File - Chateau1108Report

Comparison Between Ashrae 90.1-2010 and Proposed LEED Silver for Chateau Crean				
	ASHRAE Standard (Baseline) Building	ASHRAE Proposed/Targeted LEED	ASHRAE Insulated Glass Targeted LEED Silver	
ENVELOPE	Wall R value	R-13.0 Assembly U-0.124 Steel frame	R-15 Assembly U-0.07	R-15 Assembly U-0.07
	Floors	R-Not Recommended	R-11 Over Walk (Standard) 100%	R-11 Over Walk (Standard) 100%
	ROOF	Insulated entirely above deck Total R-25	Insulated entirely above deck R-30	Insulated entirely above deck R-30
	Vertical Glazing	U-1.20 & SC-0.29	U-0.87 & SC-0.41	U-0.22 & SC-0.25
HEAT PUMPS	Min Heat pump EER	EER - 12.0	EER - 17.0	EER - 17.0
	Approximate Block Load Tonnage	465 Ton	491 Ton	392 Ton
	Percent of Tonnage Reduction	5% Reduction		
POWER FOR Standard H.P.		0.93 kw/ton=432 kw		
POWER FOR High EFFICIENT H.P.			0.67 kw/ton=329 kw	0.67 kw/ton=263kw
PERCENT OF KW REDUCTION			23.8% reduction A1#1 vs A1#2	39% reduction A1#1 vs A1#3
PERCENT OF KW REDUCTION	Percentage Improvement between standard Glass and Standard Fluorescent vs good Glass and High Efficient HP			
Cost \$/Ton of Standard Heat pump		\$293/Ton		
Cost \$/Ton of High efficient Heat pump			\$333/Ton	\$333/Ton
Total Price of heat pumps Purchase		\$136,245	\$261,703	\$208,936
Installation Cost/Ton		\$4200/Ton	\$4400/Ton	\$4600/Ton
Estim. Mech Installation Cost		\$1,953,000	\$2,180,040	\$1,740,480
				20% reduction A1#2 vs A1#3

Comparison Between Baseline Plumbing Fixture and Target Proposed LEED Silver for Chateau Occ									
	Standard (Baseline)	Building					Proposed/Targeted LEED Silver Building		
Water Closet	1.6 gpf						1.28 gpf		
Urinal	1 gpf						0.5 gpf		
Shower head	2.5 gpm						1.5 gpm		
Public Lav	0.5 gpm						0.5 gpm		
Private Lav	2.2 gpm						1.5 gpm		
Kitchen Sink	2.2 gpm						1.8 gpm		



LEED 2009 for New Construction and Major Renovation

Project Checklist

Chateau Ocean

Date 11/10/2012

21	0	5
Y	M	D

Sustainable Sites

Possible Points: 26

Y			Prereq 1	Construction Activity Pollution Prevention	
1			Credit 1	Site Selection	1
5			Credit 2	Development Density and Community Connectivity	5
		1	Credit 3	Brownfield Redevelopment	1
6			Credit 4.1	Alternative Transportation—Public Transportation Access	6
1			Credit 4.2	Alternative Transportation—Bicycle Storage and Changing Rooms	1
3			Credit 4.3	Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	3
		2	Credit 4.4	Alternative Transportation—Parking Capacity	2
1			Credit 5.1	Site Development—Protect or Restore Habitat	1
		1	Credit 5.2	Site Development—Maximize Open Space	1
1			Credit 6.1	Stormwater Design—Quantity Control	1
1			Credit 6.2	Stormwater Design—Quality Control	1
1			Credit 7.1	Heat Island Effect—Non-roof	1
1			Credit 7.2	Heat Island Effect—Roof	1
		1	Credit 8	Light Pollution Reduction	1

5	4	1
---	---	---

Water Efficiency

Possible Points: 10

Y			Prereq 1	Water Use Reduction—20% Reduction	
2	2		Credit 1	Water Efficient Landscaping	2 to 4
				Reduce by 50%	2
				No Potable Water Use or Irrigation	4
	2		Credit 2	Innovative Wastewater Technologies	2
3		1	Credit 3	Water Use Reduction	2 to 4
				Reduce by 30%	2
				Reduce by 35%	3
				Reduce by 40%	4

Y	Prereq 1	Fundamental Commissioning of Building Energy Systems	
Y	Prereq 2	Minimum Energy Performance	
Y	Prereq 3	Fundamental Refrigerant Management	
0	15	Credit 1 Optimize Energy Performance	1 to 19
		Improve by 12% for New Buildings or 8% for Existing Building Renovations	1
		Improve by 14% for New Buildings or 10% for Existing Building Renovations	2
		Improve by 16% for New Buildings or 12% for Existing Building Renovations	3
		Improve by 18% for New Buildings or 14% for Existing Building Renovations	4
		Improve by 20% for New Buildings or 16% for Existing Building Renovations	5
		Improve by 22% for New Buildings or 18% for Existing Building Renovations	6
		Improve by 24% for New Buildings or 20% for Existing Building Renovations	7
		Improve by 26% for New Buildings or 22% for Existing Building Renovations	8
		Improve by 28% for New Buildings or 24% for Existing Building Renovations	9
		Improve by 30% for New Buildings or 26% for Existing Building Renovations	10
		Improve by 32% for New Buildings or 28% for Existing Building Renovations	11
		Improve by 34% for New Buildings or 30% for Existing Building Renovations	12
		Improve by 36% for New Buildings or 32% for Existing Building Renovations	13
		Improve by 38% for New Buildings or 34% for Existing Building Renovations	14
		Improve by 40% for New Buildings or 36% for Existing Building Renovations	15
		Improve by 42% for New Buildings or 38% for Existing Building Renovations	16
		Improve by 44% for New Buildings or 40% for Existing Building Renovations	17
		Improve by 46% for New Buildings or 42% for Existing Building Renovations	18
		Improve by 48%+ for New Buildings or 44%+ for Existing Building Renovations	19
	7	Credit 2 On-Site Renewable Energy	1 to 7
		1% Renewable Energy	1
		3% Renewable Energy	2
		5% Renewable Energy	3
		7% Renewable Energy	4
		9% Renewable Energy	5
		11% Renewable Energy	6
		13% Renewable Energy	7
2		Credit 3 Enhanced Commissioning	2
2		Credit 4 Enhanced Refrigerant Management	2
	3	Credit 5 Measurement and Verification	3
2		Credit 6 Green Power	2

5 3 6 Materials and Resources

Possible Points: 14

Y				Prereq 1	Storage and Collection of Recyclables	
			3	Credit 1.1	Building Reuse - Maintain Existing Walls, Floors, and Roof	1 to 3
					Reuse 55%	1
					Reuse 75%	2
					Reuse 95%	3
			1	Credit 1.2	Building Reuse - Maintain 50% of Interior Non-Structural Elements	1
2				Credit 2	Construction Waste Management	1 to 2
					50% Recycled or Salvaged	1
					75% Recycled or Salvaged	2
		2		Credit 3	Materials Reuse	1 to 2
					Reuse 5%	1
					Reuse 10%	2
1			1	Credit 4	Recycled Content	1 to 2
					10% of Content	1
					20% of Content	2
2				Credit 5	Regional Materials	1 to 2
					10% of Materials	1
					20% of Materials	2
	1			Credit 6	Rapidly Renewable Materials	1
		1		Credit 7	Certified Wood	1

10 2 2 Indoor Environmental Quality

Possible Points: 15

Y				Prereq 1	Minimum Indoor Air Quality Performance	
Y				Prereq 2	Environmental Tobacco Smoke (ETS) Control	
			1	Credit 1	Outdoor Air Delivery Monitoring	1
	1			Credit 2	Increased Ventilation	1
1				Credit 3.1	Construction IAQ Management Plan - During Construction	1
	1			Credit 3.2	Construction IAQ Management Plan - Before Occupancy	1
1				Credit 4.1	Low-Emitting Materials - Adhesives and Sealants	1
1				Credit 4.2	Low-Emitting Materials - Paints and Coatings	1
1				Credit 4.3	Low-Emitting Materials - Flooring Systems	1
1				Credit 4.4	Low-Emitting Materials - Composite Wood and Agrifiber Products	1
				Credit 5	Indoor Chemical and Pollutant Source Control	1
1				Credit 6.1	Controllability of Systems - Lighting	1
1				Credit 6.2	Controllability of Systems - Thermal Comfort	1
1				Credit 7.1	Thermal Comfort - Design	1
1				Credit 7.2	Thermal Comfort - Verification	1
			1	Credit 8.1	Daylight and Views - Daylight	1
1				Credit 8.2	Daylight and Views - Views	1

5	0	1	Innovation and Design Process	Possible Points: 6
1			Credit 1.1 Education	1
1			Credit 1.2 Low Mercury lighting	1
1			Credit 1.3 Integrated Pest Management	1
1			Credit 1.4 Cooling Tower Management	1
		1	Credit 1.5 Innovation in Design: Specific Title	1
1			Credit 2 LEED Accredited Professional	1
1	2	1	Regional Priority Credits	Possible Points: 4
1			Credit 1.1 Regional Priority: Specific Credit	1
		1	Credit 1.2 Regional Priority: Specific Credit	1
	1		Credit 1.3 Regional Priority: Specific Credit	1
	1		Credit 1.4 Regional Priority: Specific Credit	1
53	11	41	Total	Possible Points: 110

Certified 45 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110

Town of Surfside
Site Plan and Conditional Use Application

Disclosure of Ownership

Project Name: Chateau Ocean Residences

<u>Owner's Name</u>	<u>Percentage Ownership</u>
---------------------	-----------------------------

Chateau Ocean LLC	100%
-------------------	------

Ownership of Chateau Ocean LLC

Chateau Ocean Properties, Inc.	80%
<u>Ownership of Chateau Ocean Properties, Inc.</u>	
Sergio Grosskopf	25%
Moises Smolarz	25%
Silvio Rosemberg	25%
Fred Chaoul	15%
Sadia Cohen	10%
 Chateau Ocean Management, LLC	 20%
<u>Ownership of Chateau Ocean Management, LLC</u>	
Manuel Grosskopf	100%

State of Florida
County of Miami-Dade

I, Manuel Grosskopf, being duly sworn, depose and say that I am the Manager of Chateau Ocean, LLC and as such, I attest that the above referenced corporation is the owner of the property described herein and is the subject matter of the proposed hearing.

MANUEL GROSSKOPF
PRINT NAME

Manuel Grosskopf
SIGNATURE

Sworn to and subscribed before me this 16 day of January, 2013. The foregoing instrument was acknowledge before me by Manuel Grosskopf, Manager of Chateau Ocean, LLC, on behalf of such entity, who has produced as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP:



My Commission Expires 6/8/2015

Diana Perez-Gata
SIGNATURE OF NOTARY PUBLIC

DIANA PEREZ-GATA
PRINT NAME

APPLICATIONS AND LETTERS OF INTENT



DRB Meeting	___/___/20__
Application / Plans Due	___/___/20__

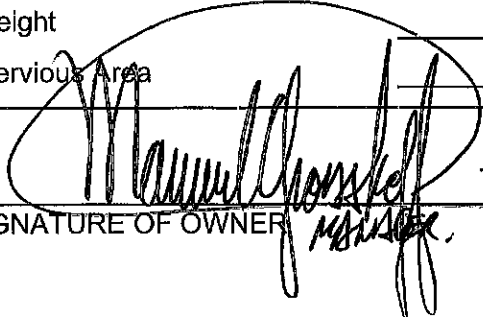
**TOWN OF SURFSIDE
MULTI-FAMILY AND NON-RESIDENTIAL SITE-PLAN APPLICATION**

A complete submittal includes all items on the "Multifamily and Non-Residential Site-Plan Application Submission Checklist" document as well as completing this application in full. The owner and agent must sign the application with the appropriate supplemental documentation attached. Please print legibly in ink or type on this application form.

PROJECT INFORMATION	
OWNER'S NAME	Chateau Ocean LLC
PHONE / FAX	305-777-7280 / 786-513-2626
AGENT'S NAME	Neisen Kasdin
ADDRESS	1 SE 3rd Avenue, 25th Floor, Miami, FL 33131
PHONE / FAX	305-374-5600 / 305-374-5095
PROPERTY ADDRESS	9379 Collins Avenue, 9365 Collins Avenue, 9349 Collins Avenue
ZONING CATEGORY	H120
DESCRIPTION OF PROPOSED WORK	Demolition of existing 92-room hotel; construction of 90-unit residential condominium building and accessory amenities

INTERNAL USE ONLY			
Date Submitted	_____	Project Number	_____
Report Completed	_____	Date	_____
Fee Paid	\$ _____		

ZONING STANDARDS	Required	Provided
Plot Size	_____	_____
Setbacks (F/R/S)	_____ _____ _____	_____ _____ _____
Lot Coverage	_____	_____
Height	_____	_____
Pervious Area	_____	_____

*  7/6/2012
 SIGNATURE OF OWNER _____ DATE _____ SIGNATURE OF AGENT _____ DATE _____

OWNER AFFIDAVIT FOR CORPORATION or PARTNERSHIP
(Circle one)

STATE OF Florida

COUNTY OF MIAMI-DADE

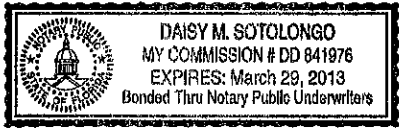
I, MANUEL CAROSKOFF being duly sworn, depose and say that I am the MANAGER of CHATEAU DEAN, LLC and as such, have been authorized by such entity to file this application; that all answers to the questions in the application and all sketches, data and other supplementary matter attached to and made a part of the application are true and correct to the best of our knowledge and belief; that the corporation is the owner of the property described herein

MANUEL CAROSKOFF
PRINT NAME

Manuel Caroskoff
SIGNATURE

Sworn to and subscribed before me this day of 6th July, 2012. The foregoing instrument was acknowledged before me by Manuel Caroskoff of CHATEAU DEAN, LLC on behalf of such entity, who has produced as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP:



Daisy M. Sotolongo
NOTARY PUBLIC
Daisy M. Sotolongo
PRINT NAME

My Commission Expires: 3/29/2013



TOWN OF SURFSIDE
MULTI-FAMILY AND NON-RESIDENTIAL SITE-PLAN APPLICATION
PLANNING AND ZONING BOARD Rules and Procedures (June 2002)

The Planning and Zoning Board shall generally meet the last Tuesday of each month at 7:00 pm. at Town Hall.

Plans and completed applications (including all supporting documentation) must be submitted to the Building Department at least 21 days prior to the meeting, with the payment of applicable fees at which time they will be considered. Incomplete plans and applications will not be processed.

The applicant or duly authorized agent (per ownership affidavit) must be present at the meeting. If there are no applications for consideration by the Planning and Zoning Board, the monthly meeting may be cancelled at the discretion of the Chairman of the Board.

Please advise the name of the Representative who will attend the hearing on behalf of this application:

Neisen Kasdin

NAME OF REPRESENTATIVE

DATE



Neisen O. Kasdin

Akerman Senterfitt
One Southeast Third Avenue
Suite 2500
Miami, FL 33131-1714
Tel: 305.374.5600
Fax: 305.374.5095

neisen.kasdin@akerman.com

November 9, 2012

VIA HAND DELIVERY

Roger Carlton
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: 3rd REVISED Letter of Intent – Chateau Ocean Residences site plan and conditional use application

Dear Mr. Carlton,

Our firm represents the Chateau Group, LLC (hereinafter the "Applicant" or "Owner"), who is the owner of the properties at 9379, 9365 and 9349 Collins Avenue (collectively the "Property"), located generally at the southeast corner of Collins Avenue and 94th Street. The Property is currently improved with a 92-room Best Western Hotel.

Please accept this letter as our letter of intent for an application for site plan and conditional use approval for the proposed Chateau Ocean Residences (the "Proposed Project"). The Proposed Project will consist of one building, consisting of up to 85 multifamily residential units, which equals a density of approximately 28 units per acre based on the 2.99 gross acre size of the Property.

The Proposed Project is an elegantly designed 12-story building that steps back generously from the north and south side yards as the building increases in height. The Proposed Project is not required to step back from the north side, which abuts 94th Street, but it does step back in equal proportion to the step backs provided on the south side of the Property, which will minimize the visual impact of the building on the property to the north of the Proposed Project as well as to properties located to the west of the Property. We submit that the Proposed Project meets the Town's adopted Design Guidelines.

Programmatically, the Proposed Project is significantly less intense than what is permitted by right on the Property. The Property is approximately 2.99 gross acres and is zoned H120, which allows aggregated lots to be developed at 85% of the density allowed by the Comprehensive Plan. The Property is designated as High Density Residential / Tourist on the Future Land Use Map, which has a corresponding maximum density of 109 units/acre. Therefore, the Property could be developed with up to 277 residential units or 277 hotel rooms. The
akerman.com

{25376861;1}

Proposed Project represents about a 69% reduction in the maximum permitted density that could be developed on the Property.

Moreover, the Proposed Project represents a significant reduction in the amount of traffic that will be generated by the Property. A residential condominium unit generates, on average, about one-third less traffic (PM peak hour) than a hotel room. Therefore, the Proposed Project, which has less proposed condominium units than existing hotel rooms, will have a traffic impact that is substantially less than the existing hotel. Compared to what could be built on the site (277 hotel rooms) the traffic impact is even less. In fact, according to the traffic study submitted to the Town, prepared by Traf Tech Engineering, Inc., the number of daily trips is expected to decrease by 53%, the number of AM peak hour trips is expected to decrease by 44% and the number of PM peak hour trips is expected to decrease by 41%.

The Proposed Project will utilize the existing driveway curb cut on Collins Avenue that is located towards the southern end of the site as the main entrance driveway for the building. Vehicles would then proceed to the valet drop off, where a valet parker would then drive the vehicle down to the below grade garage where all of the parking is located. Upon return of the driver's vehicle, a driver would exit the site via a curb cut onto 94th Street. Parking is provided in a combination of regular and tandem spaces. There are 125 unencumbered parking spaces provided, which meets the minimum amount of unencumbered spaces required by Code (1 per unit). Valet parking will be provided at all times (24/7).

The Proposed Project will also have a tremendous positive effect on the property tax revenues for the Town of Surfside. Currently, the Property has an assessed value of approximately \$11.1 million and the Town of Surfside collected \$61,471.30 in property taxes from the Property in 2011. The estimated total assessed value of the Proposed Project upon completion is approximately \$210 million and based on the Town's current millage rate of 5.5 the Proposed Project would return approximately \$1.1 million in property tax revenue to the Town each year. This is over \$1 million more per year than the current amount of property tax revenues received. Over the course of 20 years, the additional property tax revenue for the Town adds up to approximately \$20.8 million.

Additionally, the Proposed Project will generate up to 150 construction jobs at the peak period of construction activity and will provide approximately 20 permanent jobs upon completion.

CONDITIONAL USES

The Proposed Project also includes a bar in the lobby, a poolside bar for the pool on the ground floor and outdoor dining on the ground floor. Bars and outdoor dining facilities are permitted as accessory conditional uses in the H120 zoning district. Conditional uses are subject to the seven (7) review criteria contained in Section 90-23.2 of the Zoning Code. Below we have listed the review criteria in bold and underline text and our response to each criteria follows.

(1) The proposed use shall be consistent with the Comprehensive Plan and the Zoning Code;

The proposed outdoor dining facility and two bars are consistent with the Comprehensive Plan and Zoning Code. The two bars and the outdoor dining facility will be only for the use of residents and their guests, which is mandated by the conditional use table notes in the Zoning Code. The lobby bar will be located within the confines of the building. The pool bar, while located outside, will be shielded from view from the adjacent properties to the north and south by the parking garage and cabanas. The outdoor dining facility located to the east of the pool will also be shielded from view by the cabanas.

Goal #1 of the Future Lane Use Element states, "*Ensure that the character and location of future land uses provides high economic and quality of life benefits to the Town's residents...*" The inclusion of the accessory outdoor dining and bar facilities with the Proposed Project will enhance the quality of life for residents of the Proposed Project.

(2) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;

The two proposed bars and outdoor dining facility will not be detrimental to the public health, safety or general welfare. The two bars and outdoor dining facility will only be open to residents and their guests, thus limiting the volume of potential users for these facilities. Moreover, the pool bar and outdoor dining facility will be operated with hours of operation that ensure any potential noise from the pool bar and outdoor dining are minimized and limited to normal operating times. The proposed operating hours for the outdoor dining and bar facilities is from 8:00 AM to midnight.

(3) The proposed use shall be compatible with the community character of the immediate neighborhood. In addition to compatibility there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation.

The proposed conditional uses will be compatible with the character of the immediate neighborhood. The Proposed Project is a high-end, luxury residential building and the two neighboring properties are both residential uses. Further, the Proposed Project is replacing a hotel use, which is typically more intrusive to neighboring properties from a traffic and noise perspective. The pool bar and outdoor dining are proposed to be located in the center of the Property, as far away from the neighboring properties as possible, and will be screened from view from the neighboring properties by the parking garage and the cabanas.

(4) Adequate provisions shall be included for parking and safe traffic movement, both vehicular and pedestrian, both internal to the use and in the area which will serve the use;

The two bars and outdoor dining facility will only be open to residents and their guests, thus the parking impact of the proposed conditional uses will be negligible. The Proposed Project

has been designed to meet the parking requirements of the Zoning Code and the two bars and outdoor dining facility will be connected to the main use building through pedestrian connections.

(5) Adequate measures exist including landscaping or other buffering measures or shall be taken to mitigate any adverse effects of noise, light or other potential nuisances; and

The pool bar and outdoor dining facility will be buffered from the neighboring properties by the cabanas and part of the structure.

(6) The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district; and

The establishment of the two bars and the outdoor dining will not have any impact nor impede the development or redevelopment of the surrounding properties for uses which are permitted in the zoning district.

(7) Any other condition imposed by the Design Review Board and/or the Development Impact Committee.

The Owner is receptive to working with staff and the Town's review boards on any conditions that are necessary to protect the public welfare while allowing for the private enjoyment of the Property by its future residents.

In sum, the Proposed Project:

- is consistent with the Comprehensive Plan and Zoning Code;
- is much less intense than what is permitted as of right by the Zoning Code;
- is less intense than what currently exists on the Property;
- will reduce overall vehicular traffic to the Property;
- is designed and planned in a way that does not require any variances and provides greater step backs on the north side than required by the Zoning Code;
- includes two conditional uses (two bars, outdoor dining facility) that satisfy all of the conditional review criteria in the Zoning Code;
- will create large property tax revenues to the Town (over \$1 million per year);
- will create temporary construction jobs and permanent jobs.

Based on the foregoing positive aspects of the Proposed Project, we respectfully request you and your staff's favorable review of the Proposed Project. We look forward to working with you and the Town's professional staff and review boards during the Town's review process.

Sincerely,

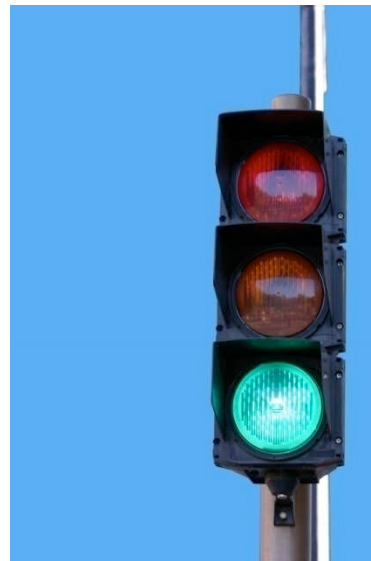
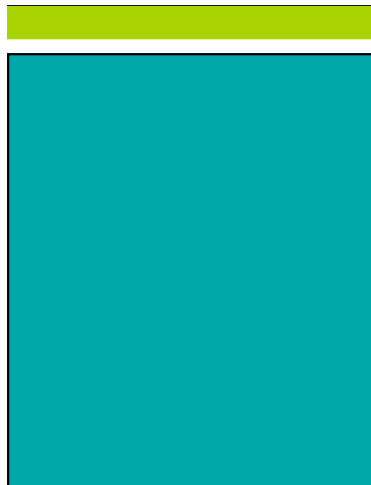


Neisen O. Kasdin

TRAFFIC STUDY

Chateau Ocean

traffic study



prepared for:
Chateau Group

Traf Tech
ENGINEERING, INC.

July 2012

July 27, 2012

Mr. Esteban Koffsmon LEED AP
Chateau Group
1000 E. Hallandale Beach Boulevard #B
Hallandale Beach, Florida 33009

Re: Chateau Ocean - Traffic Study

Dear Mr. Koffsmon:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the traffic statement undertaken for the proposed re-development project planned to be located at southeast corner of Collins Avenue and 94th Street in the Town of Surfside in Miami-Dade County, Florida.

It has been a pleasure working with Chateau Group on this project.

Sincerely,

TRAF TECH ENGINEERING, INC.



Joaquin E. Vargas, P.E.
Senior Transportation Engineer

TABLE OF CONTENTS

INTRODUCTION	1
INVENTORY	3
Existing Land Uses and Access	3
Proposed Land Uses and Access.....	3
Roadway System.....	3
TRIP GENERATION	4
TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT	5
CONCLUSIONS	7

LIST OF FIGURES

FIGURE 1 – Project Location Map	2
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LIST OF TABLES

TABLE 1 – Trip Generation Summary.....	4
TABLE 2 – Project Trip Distribution	5

INTRODUCTION

Chateau Ocean is a proposed 90-unit high-rise residential complex planned to be located at the south east corner of the intersection of Collins Avenue and 94th Street in the Town of Surfside in Miami-Dade County, Florida. The site is currently developed with a 92-room hotel.

Traf Tech Engineering, Inc. was retained by Chateau Group to conduct a traffic study in connection with the proposed redevelopment project. The study addresses the traffic generated by the proposed apartment project and the projected driveway volumes at the three access driveways (one on Collins Avenue and two on 94th Street).

This study is divided into four (4) sections, as listed below:

1. Inventory
2. Trip Generation
3. Trip Distribution and Traffic Assignment
4. Conclusions



FIGURE 1

Chateau Ocean
Surfside, Florida

Project Location Map

Traf Tech
ENGINEERING, INC.

INVENTORY

Existing Land Use and Access

The project site currently consists of a 92-room hotel. Access to existing lodging facility is provided via a right-turn in/right-turn out driveway on Collins Avenue and a wide dropped-curb along 94th Street.

Proposed Land Use and Access

The proposed redevelopment project will result in 90 high-rise residential units. The existing access driveway on Collins Avenue will remain but will be restricted to right-turns inbound only (safety improvement). Moreover, the wide dropped-curb on 94th Street will be eliminated by converting it into two access driveways, which will also improve traffic operations and safety.

Appendix A contains a copy of the proposed site plan (Ground Floor) for the project.

Roadway System

One major roadway (Collins Avenue) is located adjacent to the project site. Collins Avenue (State Road A1A) is a one-way (northbound) 3-lane arterial roadway with a posted speed limit of 30 miles per hour near 94th Street. SR A1A is classified as an Access Class 7 facility by the Florida Department of Transportation.

TRIP GENERATION

A trip generation analysis was conducted for the proposed redevelopment project. The analysis was performed using the trip generation rates published in the Institute of Transportation Engineer's *ITE Trip Generation Manual* (8th Edition). The trip generation analysis was undertaken for daily, AM peak hour, and PM peak hour conditions. According to ITE's *Trip Generation Manual* (8th Edition), the most appropriate "land use" categories for the existing and proposed land uses are:

HIGH RISE RESIDENTIAL CONDOMINIUM/TOWNHOUSE (ITE Land Use 232)

Daily Trip Generation

$$T = 4.18 (X)$$

Where T = number of daily trips

X = number of dwelling units

AM Peak Hour

$$T = 0.34 (X) \text{ (19\% inbound and 81\% outbound)}$$

Where T = number of AM peak hour trips

X = number of dwelling units

PM Peak Hour

$$T = 0.38 (X) \text{ (62\% inbound and 38\% outbound)}$$

Where T = number of PM peak hour trips

X = number of dwelling units

HOTEL (ITE Land Use 310)

Daily Trips

$$T = 8.17 (X)$$

Where T = average daily vehicle trip ends

X = number of hotel rooms

AM Peak Hour

$$T = 0.56 (X) \text{ (61\% inbound and 39\% outbound)}$$

Where T = average AM peak hour vehicle trip ends

X = number of hotel rooms

PM Peak Hour

$$T = 0.59 X \text{ (53\% inbound and 47\% outbound)}$$

Where T = average PM peak hour vehicle trip ends

X = number of hotel rooms

Using the above-listed trip generation rates from the ITE document, a trip generation analysis was undertaken for the existing and proposed land uses. The results of this effort are documented in Table 1.

TABLE 1				
Trip Generation Summary				
Chateau Ocean - Surfside, Florida				
		Number of Trips		
Land Use	Size	Daily	AM Peak	PM Peak
EXISTING USE				
Hotel	92 rooms	752	52	54
PROPOSED USE				
Residential	90 units	376	31	34
Difference		-376	-21	-20

Source: ITE Trip Generation Manual (8th Edition)

As indicated in Table 1, the proposed Chateau Ocean residential development is anticipated to generate approximately 376 daily trips, approximately 31 AM peak hour trips (6 inbound and 25 outbound) and approximately 34 new trips (21 inbound and 13 outbound) during the typical afternoon peak hour. When compared to the existing use on the site, the proposed 90-unit high-rise residential complex is projected to generate approximately 376 less daily trips, approximately 21 less AM peak hour trips, and approximately 20 less PM peak hour trips when compared to the existing hotel use on the site. Therefore, it is concluded that the proposed Chateau Ocean project will benefit the transportation network located within the Town of Surfside.

TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

The trip distribution and traffic assignment for the Chateau Ocean project were based on Miami-Dade County’s Cardinal Distribution information for the study area, examination of the surrounding roadway network characteristics, and existing land use patterns. Table 2 summarizes the county’s cardinal distribution data for the project area (TAZ 602) based on the latest SERPM data published by Miami-Dade County.

TABLE 2		
Project Trip Distribution		
Chateau Ocean – Surfside, Florida		
	Direction	% of Total Trips
North:	Northwest	31.77%
	Northeast	0.81%
South:	Southwest	27.30%
	Southeast	1.60%
East:	Northeast	0.00%
	Southeast	0.00%
West:	Northwest	21.59%
	Southwest	16.93%
Total		100.00%

Source: Miami-Dade County (2035 SERPM)

Using the trip distribution documented in Table 2, the following traffic assignment was assumed for the proposed redevelopment project:

- 55% to and from the north via Collins Avenue/Harding Avenue
- 45% to and from the south via Collins Avenue/Harding Avenue

The AM and PM peak hour traffic generated by the project was assigned to the project driveways using the traffic assignment documented above. The project traffic assignment is summarized in Figure 2. As indicated in Figure 2, the projected northbound right-turning volume at the proposed SR A1A right-turn-in only driveway does not warrant the installation of a separate right-turn lane (maximum hourly volume expected is 9, or approximately one vehicle every six minutes 40 seconds).

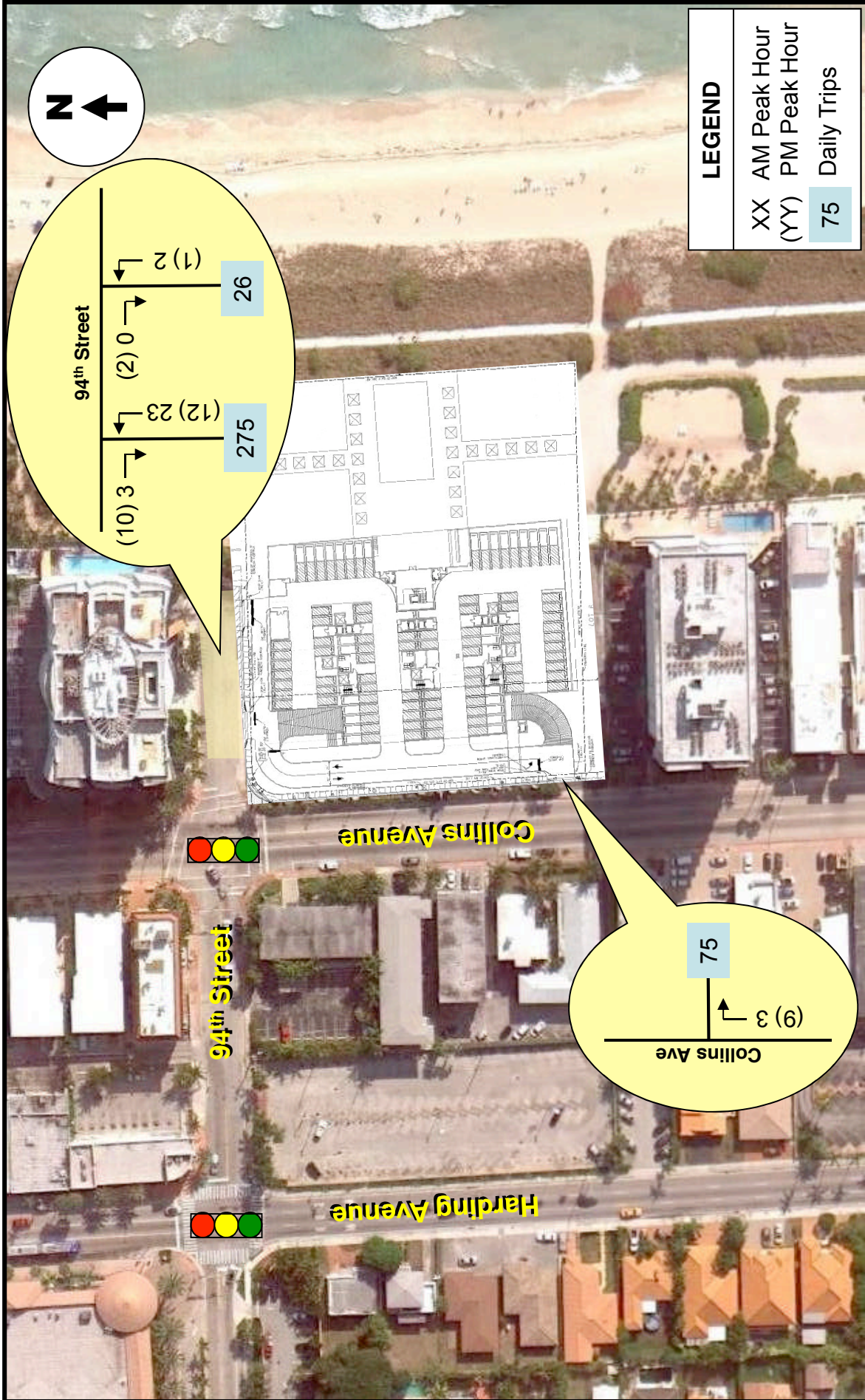


FIGURE 2
Chateau Ocean
Surfside, Florida

Driveway Traffic Assignment

CONCLUSIONS

Chateau Ocean is a proposed 90-unit apartment complex planned to be located at the south east corner of the intersection of Collins Avenue and 94th Street in the Town of Surfside in Miami-Dade County, Florida. The site is currently developed with a 92-room hotel.

Traf Tech Engineering, Inc. was retained by Chateau Group to conduct a traffic study in connection with the proposed redevelopment project. The study addresses the traffic generated by the proposed apartment project and the projected driveway volumes at the three access driveways (one on Collins Avenue and two on 94th Street).

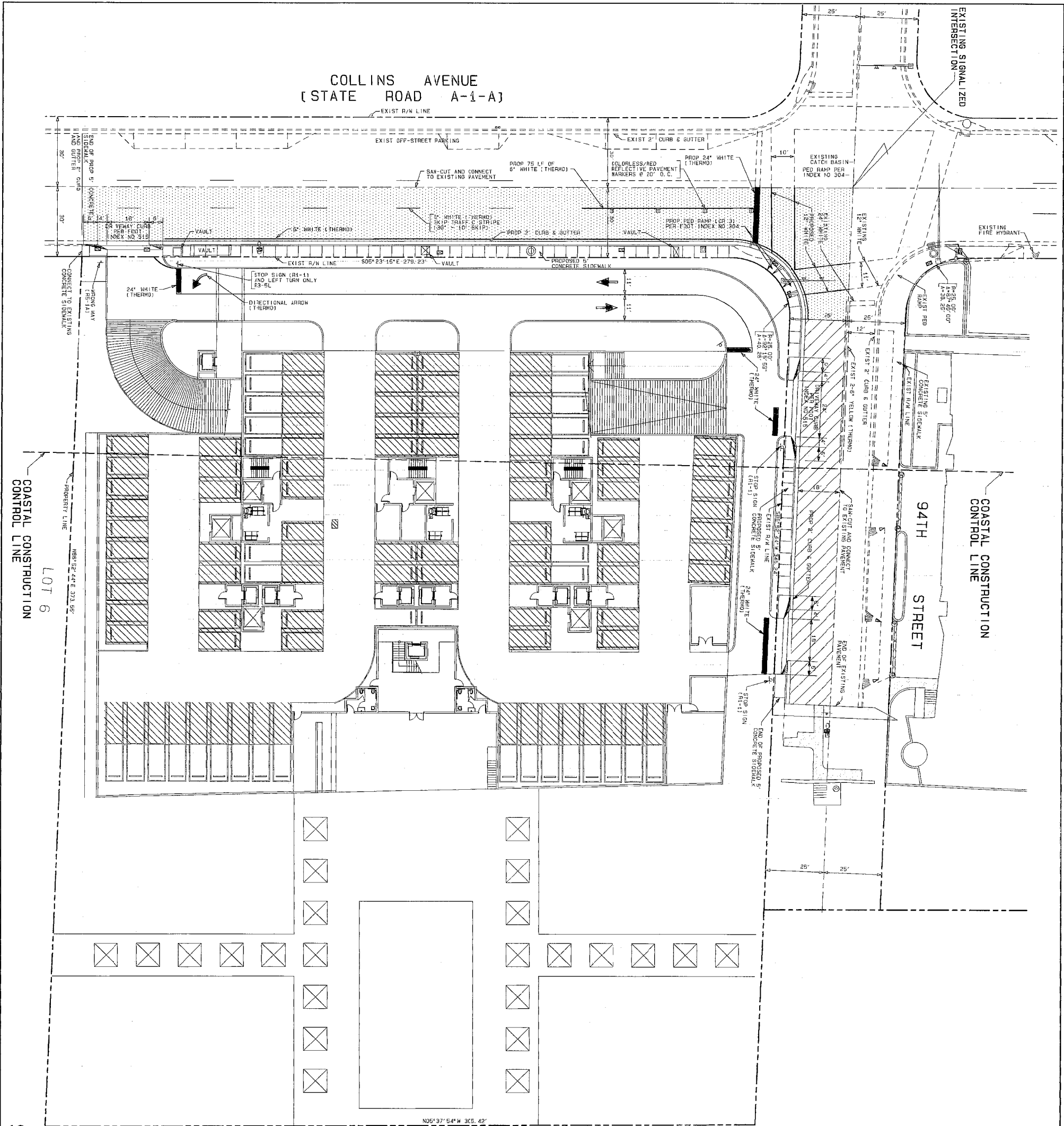
The project site currently consists of a 92-room hotel. Access to existing lodging facility is provided via a right-turn in/right-turn out driveway on Collins Avenue and a wide dropped-curb along 94th Street.

The proposed redevelopment project will replace the hotel with a 90 apartment-unit apartment complex. The existing access driveway on Collins Avenue will remain but will be restricted to right-turns inbound only (safety improvement). Moreover, the wide dropped-curb on 94th Street will be eliminated by converting it into two access driveways, which will also improve traffic operations and safety.

The proposed Chateau Ocean residential development is anticipated to generate approximately 376 daily trips, approximately 34 AM peak hour trips (6 inbound and 25 outbound) and approximately 34 new trips (21 inbound and 13 outbound) during the typical afternoon peak hour. When compared to the existing use on the site, the proposed 90-unit high-rise residential complex is projected to generate approximately 376 less daily trips, approximately 21 less AM peak hour trips, and approximately 20 less PM peak hour trips when compared to the existing hotel use on the site. Therefore, it is concluded that the proposed Chateau Ocean project will benefit the transportation network located within the Town of Surfside.

The projected northbound right-turning volume at the proposed SR A1A right-turn-in only driveway does not warrant the installation of a separate right-turn lane (maximum hourly volume expected is 9, or approximately one vehicle every six minutes 40 seconds).

APPENDIX A
Site Plan for Chateau Ocean



LEGEND:

EXISTING
 PROPOSED

PAVERS (SEE ARCH PLANS)
 NEW ASPHALT PAVEMENT & BASE
 MILL AND RECURFACE
 HAND CARPED PARKING SPACES
 TRAFFIC SIGN
 REFERENCE LINE
 RIGHT-OF-WAY LINE
 PROPERTY LINE
 CURB
 CURB & GUTTER
 DIRECTIONAL ARROW
 PEDESTRIAN RAMP
 NO. OF PARKING SPACES
 CONCRETE WHEELSTOP
 BABY STROLLER SPACE

GENERAL NOTES:

1. ALL RADII ARE TO FACE OF CURB.
2. TOPOGRAPHIC PROVIDED BY FORTIN, LEVAY, SKILES, INC.
3. LAND SURVEYOR DAVID COVINO, F.L.S. 10001.
4. ALL EXISTING PAVEMENT AND CURB CONNECTIONS MUST BE SAW-CUT TO PROVIDE A NEAT STRAIGHT EDGE.
5. CONTRACTOR TO COORDINATE MAINTENANCE OF TRAFFIC DURING CONSTRUCTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BROWARD COUNTY DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS. U.S. DEPARTMENT OF TRANSPORTATION, FLORIDA DEPARTMENT OF TRANSPORTATION, BROWARD COUNTY DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS, AND TRAFFIC ENGINEER SHALL NOTIFY THE ENGINEER OWNED AGENCY.
6. IN THE EVENT THAT EXISTING CONDITIONS VARY FROM THOSE INDICATED ON THIS PLAN, THE CONTRACTOR SHALL VERIFY THE CONDITIONS AND NOTIFY THE ENGINEER.
7. FOR SITE PLAN DETAILS SEE SHEET C-2.
8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF SURFSIDE MIAMI-DADE COUNTY AND FOOT STANDARD DETAILS AND SPECIFICATIONS AND APPLICABLE PERMITS.
9. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER TO THE CITY OF SURFSIDE MIAMI-DADE COUNTY AND BROWARD COUNTY DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS. U.S. DEPARTMENT OF TRANSPORTATION, FLORIDA DEPARTMENT OF TRANSPORTATION, BROWARD COUNTY DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS, AND TRAFFIC ENGINEER SHALL VERIFY THE CONDITIONS AND NOTIFY THE ENGINEER.
10. CONTRACTOR SHALL OBTAIN THE SERVICES OF A REGISTERED SURVEYOR TO PROVIDE THE NECESSARY SURVEY DATA.
11. ALL LIVING TO BE LAID OUT FROM ARCHITECTURAL PLANS.
12. CONDUIT SHALL BE INSTALLED AND COVERED WITH A MINIMUM OF 18\"/>

SCALE: 1" = 20'

**CHATEAU OCEAN
 CONDOMINIUMS**
 9375 COLLINS AVENUE
 SURFSIDE, FLORIDA

VS ENGINEERING
 INC.

CERTIFICATE OF AUTH #5529

- CIVIL
- LAND-DEVELOPMENT
- TRAFFIC AND TRANSPORTATION

8550 W. FLAGLER ST. SUITE 113, MIAMI, FLORIDA 33144
 TEL. (305)551-6267 FAX (305)551-4542
 e-mail: vsn@vsneng.com

designed L. SERRATE
 drawn N. SERRATE
 checked L. SERRATE
 approved R. VARGAS
 PROJ. NO. 12011-01
 scale 1" = 20'
 date JULY 2, 2012
 cad ref. 12011-11

no. date revision/save

RODOLFO J. VARGAS
 PE # 35648
 drawing

C-1

November 16, 2012

Mr. James E. Spinks III, P.E., PTOE
Calvin Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

**Re: Chateau Ocean – Response to Traffic Engineering Comments
Development Review Board Comments Dated 11/14/2012**

Dear James:

Thank you for your “Traffic and Transportation Related Comments” documented in your November 14, 2012 memorandum. The subject comments are associated with the Chateau Ocean residential project to be located at the southeast corner of Collins Avenue and 94th Street in the Town of Surfside in northeast Miami-Dade County, Florida. Of the 11 site plan review comments provided, we are addressing herein comments 8 and 9, both related to traffic engineering. The remaining comments will be addressed by other professional members of the development team.

SITE PLAN REVIEW

8. The operations plan does not adequately address garage facilities operations and/or overall operations of the facility. The operations plan shall be comprehensive and describe:
- a. Resident check-in/out procedures
 - b. Whether there is self-parking and/or valet parking
 - c. List and hours of operation of any related amenities
 - d. Total time to process vehicles (parking/retrieving). This should also be a worst-case scenario with time factored to move vehicles and gate operation time, if necessary. This data should be used to determine the minimum number of valet attendants needed to service the facility.
 - e. Gate operations (open 24 hours, closed 24 hours, etc.) and time required to open/close the gate
 - f. Queue analysis
 - g. Trash Pickup

Traf Tech Response: *The following responses address the proposed garage facilities operations in a comprehensive manner:*

- a. *Inbound and outbound residents will have two choices/options. They can park/retrieve their own vehicles or use the valet service. There will be a valet station located at the “Drop-off” area shown on the ground floor elevation plan (refer to Attachment A).*

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Tel: (954) 582-0988 Fax: (954) 582-0989

- b. Refer to response to comment a, above. However, for purposes of queuing analyses, we have assumed that all residents will use the valet service (worst-case scenario).*
- c. The amenities include a pool deck, a spa, a bar/lounge, and a party room. The pool deck and spa are for the exclusive use of the residents and is anticipated to be open from 8:00 AM to 10:00 PM. The hours of operation of the residential bar/lounge area are projected to occur between noon and midnight. The party room is to be used on an as-needed basis by the residents of the project.*
- d. As indicated in Attachment B, the time it takes to park valet vehicles varies between 1.5 and 2.5 minutes. Similarly, the retrieval time ranges from 1.5 and 3.5 minutes. Hence, the average of all four numbers is approximately 2 minutes and 15 seconds.*
- e. The gate that provides access to the underground parking garage is anticipated to be closed at all times. Based on field measurements conducted by Traf Tech Engineering, Inc., arm gates (typically used at residential gated communities) open in well under 5 seconds. The 24-foot wide gate used at the Esplanade in Downtown Fort Lauderdale opens vertically in approximately six seconds. The 24-foot wide gate used at a Public Storage facility located on Cypress Creek Road in Tamarac opens horizontally in approximately 10 seconds. For purposes of this project, it is anticipated that the control gate of the Chateau Ocean project will open/close in 10 seconds or less.*
- f. A revised queuing analysis is contained in Attachment C.*
- g. Trash will be collected in the three individual trash rooms located in the below grade parking level. These trash rooms coincide with the location of the trash chutes from the residential levels. Trash containers will then be collected by building maintenance personnel and brought up, via service elevator, to the trash holding room located on the north end of the building (reference sheet A1.102). This trash room is accessible directly from the solid waste pick-up point on 94th Street from where it can be collected by municipal forces. Please refer to Solid Waste Disposal Diagram on sheet A0.002.*

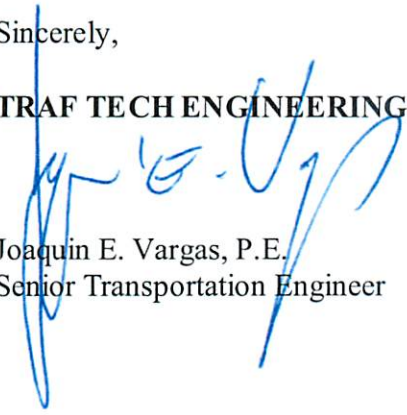
9. A queue analysis at the drop-off/pick-up lobby location is inadequate, as it only shows the maximum number of cars that can be stacked in the area. A calculation of the maximum number of vehicles must be determined based on the trip generation rates, which should coincide with the valet parking attendant operations. This data is usually included within the operations plan and performed concurrent with the determination of the number of valet parking attendants needed to service the facility.

Traf Tech Response: Attachment C documents the subject queuing analysis.

Please give me a call if you have any questions.

Sincerely,

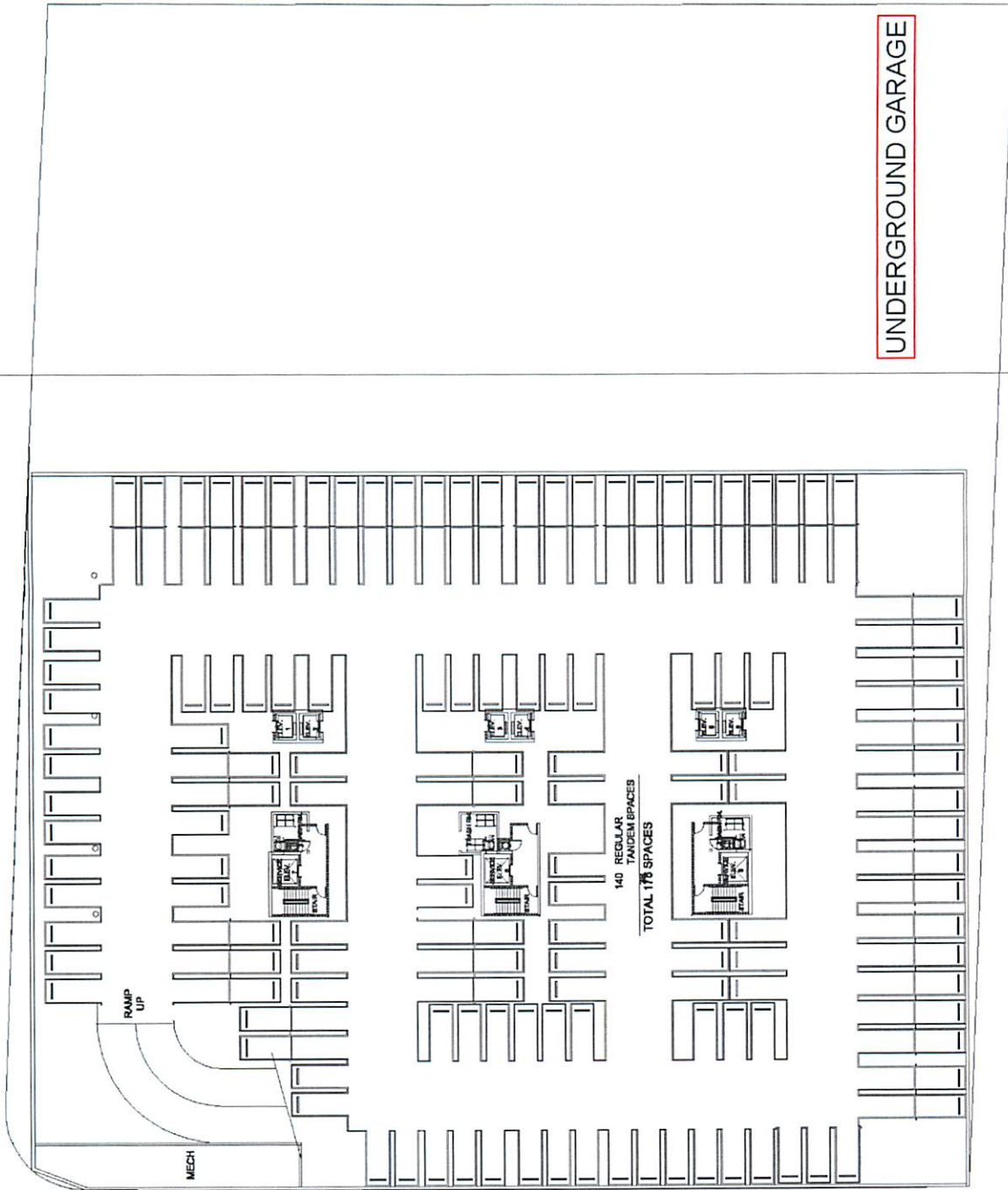
TRAF TECH ENGINEERING, INC.



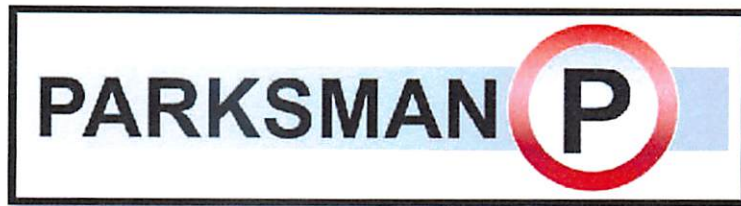
Joaquin E. Vargas, P.E.
Senior Transportation Engineer

ATTACHMENT A

Site Plan for Chateau Ocean (Ground Floor and Basement)



ATTACHMENT B
Parking Operations Plan
(Parksman **P – Valet Operator)**



October 1, 2012

Alfonso Jurado, AIA, LEED AP
Arquitectonica
Vice President
2900 Oak Avenue
Miami, Florida 33133 USA

Re: Chateau Ocean Residences – Parking Plan

Dear Mr. Jurado:

Thank you for allowing Parksman Parking, LLC to create an operational plan to help manage your parking the parking area for your proposed new development

Property Specifics

According to the information I have this project is made up of the following:

- 85 Units (residential only)
- 33 Tandem Valet Spaces
- 67 Vehicle Lift Spaces
- 185 Total Spaces
- Vehicle drive and garage entrance and exit located on property

Given a South Florida luxury condo demand average of 1.5 spaces per unit and visitor traffic typically equal 10% of the total units, a demand of 136 vehicles per day should be well under the typical demand of this property.

Operational Plan:

Our Valet Staff would have a staging area that is located at the Porte Cache that is located on the second floor ramp area of the property. There is also a secured valet booth which would be utilized for key control.

Proposed Schedule:

- Monday through Sunday
- 2) Valet Attendants 7am – 3pm
- 2) Valet Attendants 3pm – 11pm
- 1) Valet Attendant 11pm – 7am
- Total Hours = 40 hours per day.

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Valet staff would bring arriving vehicles one level down into the garage and would wait for the access controlled gate to open. Vehicles that are not used daily or are stored for seasonal residents will be parked in either tandem spaces or raised lift spaces. This will lessen the frequency of lift use or having to move the bottom lift space vehicle in order to retrieve the tandem vehicle. It is highly common in a luxury residential property to have 20% of the vehicles stored at the property only for seasonal use. Typically the raise and lower time of a vehicle lift is 30 seconds. This does not include the time it takes to temporarily park a staged vehicle in the aisle or a vehicle that is in the way of the raised vehicle.

Vehicle Parking Estimated Time:

Best case (front space at bottom space of lift): 1 minute / 30 seconds including time back to ramp area.
Worst case (car raised on lift): 2 minutes / 30 seconds including time back to ramp area

Vehicle Retrieval Estimated Time:

Best case (front space at bottom space of lift): 1 minute / 30 seconds including time from ramp area.
*Worst case (car raised on lift or vehicle parked on tandem space in front): 3 minutes / 30 seconds including time from ramp area.

*If a valet has to park a vehicle before retrieving another vehicle then that time worst case / best time must be added to the estimated retrieval time.

Recommendations:

- It is highly recommended that the valet company includes vehicle request technology to help eliminate wait times for residents and guests. Parksman includes with their service the Yay Valet™ text message printer request system which greatly reduces wait times.
- It is also recommended that if the garage has any designated self-parking spaces that they are kept separate from the lift spaces due to the temporary movement of vehicles that will block aisles, etc.
- The developer / association should enter into a long term maintenance agreement with the lift operator in order to reduce down time on the lifts after long term use.
- Valet provider should provide vehicle management software in order to control where vehicles are parked and manage the amount of vehicles each resident has. Parksman Parking provides the ValetTrac™ system as part of our service.
- Residents or guests should be restricted from the section of the garage that contains the lifts as they should only be operated by trained personnel.

Please let me know if you need any further information or clarification.

Best regards,

Benton Launerts

Benton Launerts
President
Parksman Parking, LLC
www.parksmanparking.com
ben@parksmanparking.com

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ATTACHMENT C
Queuing Analysis

QUEUING ANALYSIS

Queuing Evaluation

A queuing analysis was conducted for the project. The study evaluates the potential length of queues at the valet station (valet will be available for all future residents and visitors of the Chateau Ocean project.) Assuming all vehicles will be dropped-off and picked-up at the lobby area (worse-case scenario), vehicular queues are only expected at the lobby area and not at the parking areas.

The Valet and Parking Management firm Parksman Parking, LLC indicated that given the layout of the Chateau Ocean project, and the underground parking areas, the best and worst case scenarios to park/unpark valet vehicles at this location is 1.5 minutes and 3.5 minutes, respectively. Hence, for purpose of this queuing analysis the average time for a valet professional to park or unpark a vehicle was assumed to be approximately three (3) minutes, which is conservative.

The length of queue anticipated at the lobby area was determined using information contained in ITE's *Transportation and Land Development*, Chapter 8 – Drive-In Facilities¹. For this analysis, the following input variables were used:

- Service Rate: Based on the assumption that a vehicle can be parked/unparked within a 3-minute period, three valet attendants will be able to park/unpark approximately 60 vehicles in a one-hour period.
- Demand Rate: A trip generation analysis was conducted for the proposed 85 residential units. The analysis was performed using the trip generation rates published in the Institute of Transportation Engineer's *ITE Trip Generation Manual* (8th Edition). The trip generation analysis was undertaken for daily, AM peak hour, and PM peak hour conditions. According to ITE's *Trip Generation Manual* (8th Edition), the most appropriate "land use" category for the proposed development are:

HIGH RISE RESIDENTIAL CONDOMINIUM/TOWNHOUSE (ITE Land Use 232)

Daily Trip Generation

$$T = 4.18 (X)$$

Where T = number of daily trips

X = number of dwelling units

AM Peak Hour

$$T = 0.34 (X) \text{ (19\% inbound and 81\% outbound)}$$

Where T = number of AM peak hour trips

X = number of dwelling units

¹ By Vergil G. Stover and Frank J. Koepke.

PM Peak Hour

$$T = 0.38 (X) \text{ (62\% inbound and 38\% outbound)}$$

Where T = number of PM peak hour trips

X = number of dwelling units

Using the above-listed trip generation rates from the ITE document, a trip generation analysis was undertaken for the Chateau Ocean development. The results of this effort are documented in Table C-1.

TABLE C-1 Trip Generation Summary Chateau Ocean - Surfside, Florida				
Land Use	Size	Number of Trips		
		Daily	AM Peak	PM Peak
Residential	85 units	356	29	33

Source: ITE Trip Generation Manual (8th Edition)

As indicated in Table C-1, the proposed Chateau Ocean residential development is anticipated to generate approximately 356 daily trips, approximately 29 AM peak hour trips (6 inbound and 23 outbound) and approximately 33 new trips (20 inbound and 13 outbound) during the typical afternoon peak hour. Hence, the worse-case scenario occurs during the afternoon peak period with 33 vehicles using the valet (again, assuming all drivers decide to use the valet service as opposed to self park – conservative assumption).

Using equation 8-9b and Table 8-11 of ITE's *Transportation and Land Development*, the maximum length of queue anticipated at the valet station, at the 95% confidence level, is three (3) vehicles. In reviewing the storage capacity provided at the lobby area, up to six (6) vehicles (grade level lobby area measures approximately 24 feet in width by 57 feet in length) can be accommodated at the lobby area. Therefore, the projected maximum length of queue at the Chateau Ocean lobby area can be accommodated without interfering with parking areas, internal circulation aisles, or the public street system located adjacent to the project site. The results of the ITE queuing procedure are contained on the following three pages.



Transportation and Land Development

2nd Edition

by Vergil G. Stover
and Frank J. Koepke



Institute of Transportation Engineers

location, a 5% probability of back up onto the adjacent street is judged to be acceptable. Demand on the system for design is expected to be 110 vehicles in a 45-minute period. Average service time was expected to be 2.2 minutes. Is the queue storage adequate?

Such problems can be quickly solved using Equation (8-9b) given in Table 8-10 and repeated below for convenience:

$$M = \left\lceil \frac{[\ln P(x > M)] - \ln Q_w}{\ln \rho} \right\rceil + 1$$

where:

- M = queue length which is exceeded p percent of the time
- N = number of service channels (drive-in positions)
- Q = service rate per channel (vehicles per hour)
- ρ = $\frac{\text{demand rate}}{\text{service rate}} = \frac{q}{NQ}$ utilization factor
- q = demand rate on the system (vehicles per hour)
- Q_w = tabulated values of the relationship between queue length, number of channels, and utilization factor (see Table 8-11)

TABLE 8-11
Table of Q_w Values

	N = 1	2	3	4	6	8	10
0.0	0.0000	0.0000	0.0000	0.0000			
0.1	1.000	0.182	0.037	0.008	.0000	0.0000	0.0000
2	2.000	0.666	0.247	0.096	.0015	0.002	.0000
3	3.000	1.385	0.700	.0370	0.111	.0036	0.011
4	4.000	2.286	1.411	0.907	0.400	0.185	.0088
5	5.000	3.333	2.368	1.739	.0991	0.591	.0360
6	6.000	4.501	3.548	2.870	1.965	1.395	1.013
7	7.000	5.765	4.923	4.286	3.559	2.706	2.218
8	8.000	7.111	6.472	5.964	5.178	4.576	4.093
9	9.000	8.526	8.172	7.879	7.401	7.014	6.687
10	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

Q = arrival rate, total
 NQ = number of channels, service rate per channel
 N = number of channels, service positions

Solution:

- Step 1 $C = \frac{60 \text{ min/hr}}{2.2 \text{ min/service}} = 27.3 \text{ services per hour}$
- Step 2 $q = 110 \text{ veh/45 min} \times (60 \text{ min/hr}) = 146.7 \text{ vehicles per hour}$
- Step 3 $\rho = \frac{q}{NQ} = \frac{146.7}{(6)(27.3)} = 0.8956$
- Step 4 $Q_w = 0.703$ by interpolation between 0.8 and 0.9 for $N = 6$ from the table of Q_w values (see Table 8-11)
- Step 5 The acceptable probability of the queue, M , being longer than the storage, 13 spaces in this example, was stated to be 5% ($P(x > M) = 0.05$), and

$$M = \left\lceil \frac{[\ln 0.05] - \ln 0.703}{\ln 0.8956} \right\rceil + 1 = \left\lceil \frac{-2.996 - (-0.314)}{-0.110} \right\rceil + 1$$

$= 14.88 \approx 15 \approx 20.88$, say 20 vehicles

Queuing Analysis based on ITE Procedures

$q = 33$ veh/hr (demand rate)

$Q = 60$ veh/hr (service rate w/3 Valet Runners)

$$p = \frac{q}{NQ} = 0.550 \text{ (N = one)}$$

$$Q_M = 0.550 \text{ (for N = 1)}$$

Using Acceptable Probability of 5% (95% Confidence Level)

$$M = \left[\frac{\text{Ln}(x > M) - \text{Ln}(Q_M)}{\text{Ln}(p)} \right] - 1$$

$$M = \left[\frac{\text{Ln}(0.05) - \text{Ln}(0.550)}{\text{Ln}(0.550)} \right] - 1$$

$$M = \left[\frac{-2.9957 - (-0.5978)}{-0.5978} \right] - 1$$

$$M = 4.01 - 1 = 3.01, \text{ say 3 vehicle}$$

SITE PLAN PACKAGE