

RESOLUTION NO. 13-Z-04

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” to the Erosion Control Line, 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. The Applicant shall verify to the Town that the recycling has been accomplished upon completion of the demolition, and the plan shall include the verification process.

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 be 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 Miami Dade County Department of Regulatory and Economic Resources for storm water, sanitary, sewer, and Miami-Dade County Public Health Department 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.

C.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.

D. 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 the Miami-Dade County Fire Department, the Water and Sewer Department, and Department of Regulatory and Economic Resources; and the Florida Department of Environmental Protection (FDEP), 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.

E. 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.

F. 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.

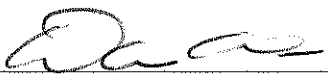
VI. EFFECTIVE DATE. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 24th day of January, 2013

Motion by Comm. Olchyk, second by Vice Mayor Karukin

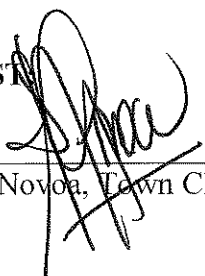
FINAL VOTE ON ADOPTION:

Commissioner Joseph Graubart	<u>ABSENT</u>
Commissioner Michelle Kligman	<u>YES</u>
Commissioner Marta Olchyk	<u>YES</u>
Vice Mayor Michael Karukin	<u>YES</u>
Mayor Daniel Dietch	<u>YES</u>



Daniel Dietch, Mayor

ATTEST



Sandra Novoa, Town Clerk

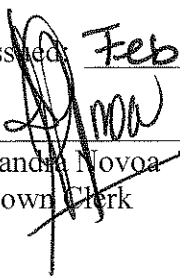
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



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-04 adopted by the Town Commission at its meeting held on the 24th day of January, 2013.

Issued: Feb 25, 2013


Sandra Novoa
Town Clerk

Prepared by and Return to:

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

GRANT OF PERPETUAL BEACH ACCESS EASEMENT AGREEMENT

THIS PERPETUAL BEACH ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of January 24, 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 13-2-04 on January 24, 2013;

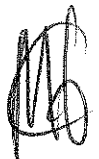
WHEREAS, Grantee is a municipal corporation authorized under its charter to provide for the general welfare of the people of the Town of Surfside, Florida and in order to provide for the general welfare it deems it necessary to obtain a non-exclusive perpetual easement over and across and non-exclusive 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]

A handwritten signature in black ink, appearing to be the initials 'MB' or similar, located in the bottom right corner of the page.

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

WITNESSES:

Karina Grosskopf
Signature

KARINA GROSSKOPF
Print name

AH
Signature
HERNAN CHO
Print name

GRANTOR:

Chateau Ocean LLC, a Florida limited liability company
Manuel Grosskopf
By: Manuel Grosskopf, its Manager

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

The foregoing instrument was acknowledged before me this 24th 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 N/A as identification and did not take an oath.

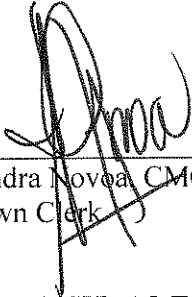


Daisy M. Sotolongo
Notary Public

DAISY M. SOTOLONGO
Typed, printed or stamped name of Notary Public

My Commission Expires:

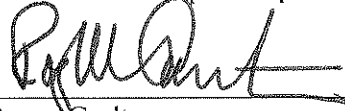
ATTEST:



Sandra Novoa, CMC
Town Clerk

TOWN:

TOWN OF SURFSIDE,
a Florida Municipal Corporation



Roger Carlton
Town Manager

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

Intoin 
Town Attorney

Feb 25, 2013
Date

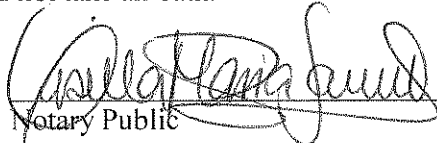
STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me this 25 day of February, 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.



GISELLA MARIA SANCHEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD967572
Expires 3/3/2014


Notary Public

Gisella Maria Sanchez

Typed, printed or stamped name
of Notary Public

My Commission Expires: 3/3/14

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

Exhibit "B" (cont'd)

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 305.42 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 34.66 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 January 11, 2013, 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

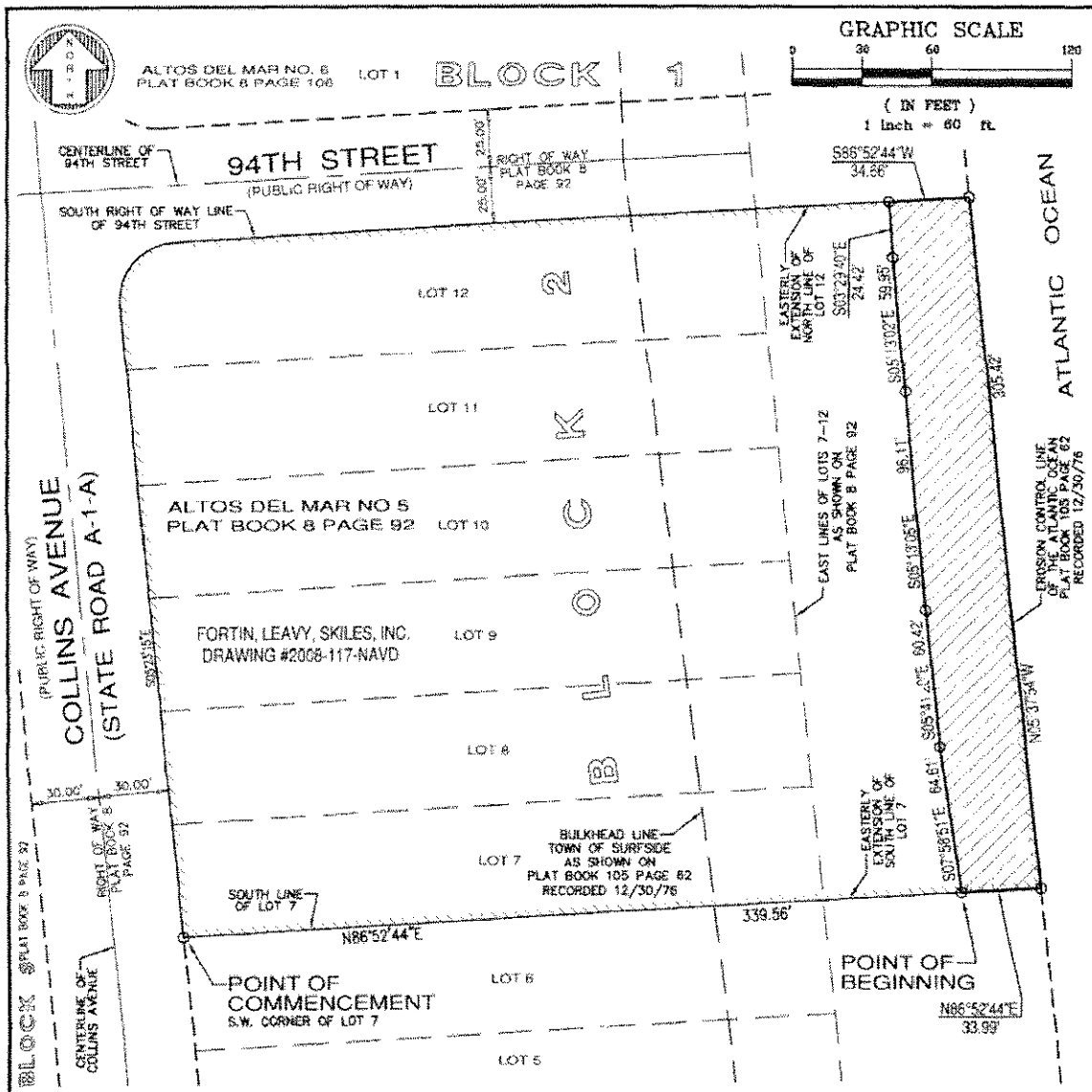
FORTIN, LEAVY, SKILES, INC., LB3653

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

Drawn By MAP	LEGAL DESCRIPTION, NOTES & CERTIFICATION	Date 1/11/13
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@flsurvey.com	Scale NOT TO SCALE
Ref. Dwg. 2008-117-NAVJ		Job. No. 121389
Plotted: 1/11/13 3:21p		Dwg. No. 1012-082
		Sheet 1 of 3



Exhibit "B" (cont'd)



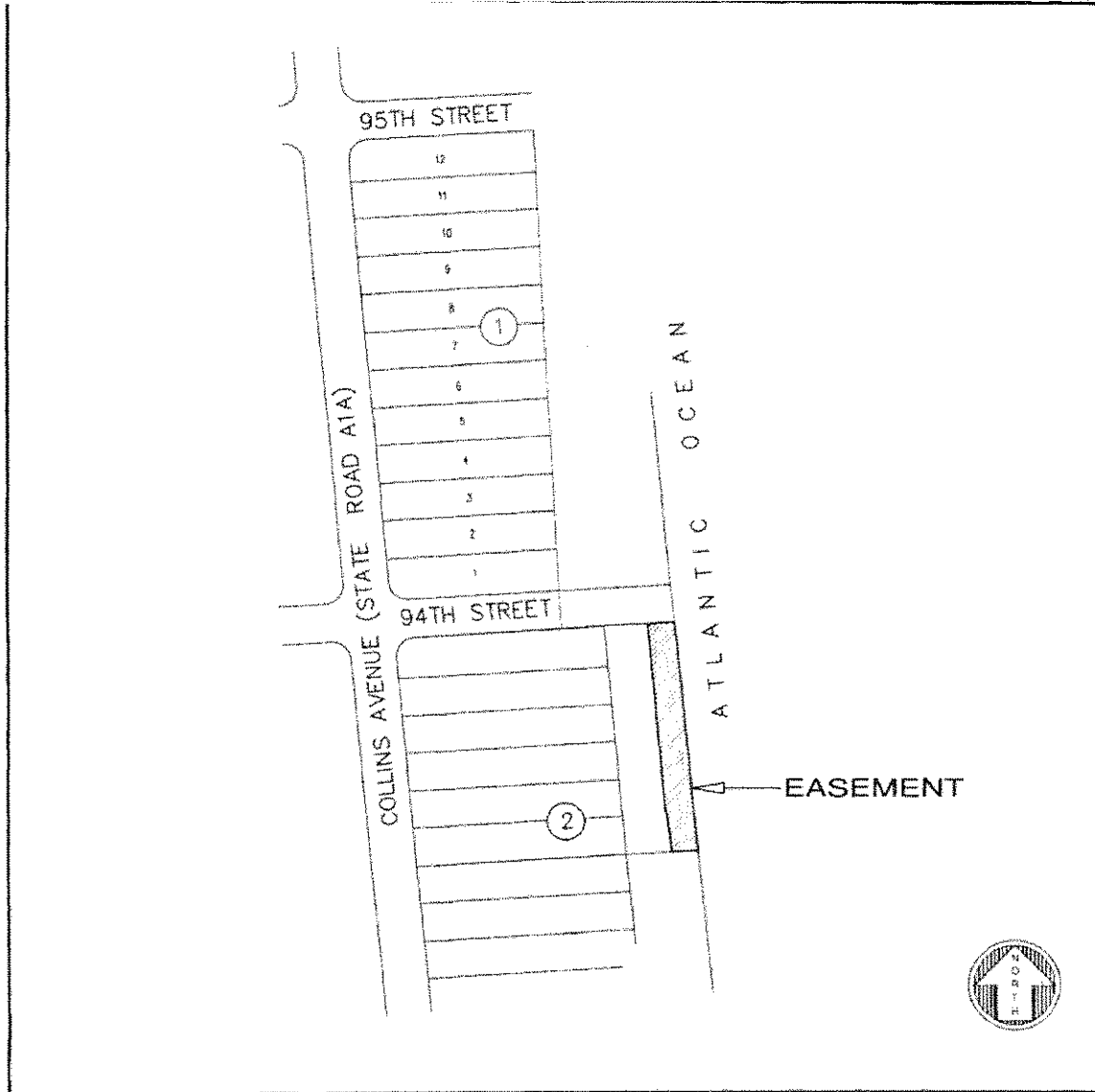
Drawn By	MAP
Cad. No.	121389
Ref. Dwg.	2008-117-NAVD
Plotted:	1/11/13 3:21p

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003693
 180 Northeast 168th Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	1/11/13
Scale	1"=60'
Job. No.	121389
Dwg. No.	1012-082
Sheet	2 of 3

Exhibit "B" (cont'd)



Drawn By MAP Cad. No. 121389 Ref. Dwg. 2008-117-NAVD Plotted: 1/11/13 3:21p	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@flssurvey.com</small>	Date 1/11/13 Scale NOT TO SCALE Job. No. 121389 Dwg. No. 1012-082 Sheet 3 of 3
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EXHIBIT C

Legal Description of Hard Pack Parcel

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 16.06 feet; thence N 07°58'51" W for 65.65 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 S06°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 January 18, 2013, 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"

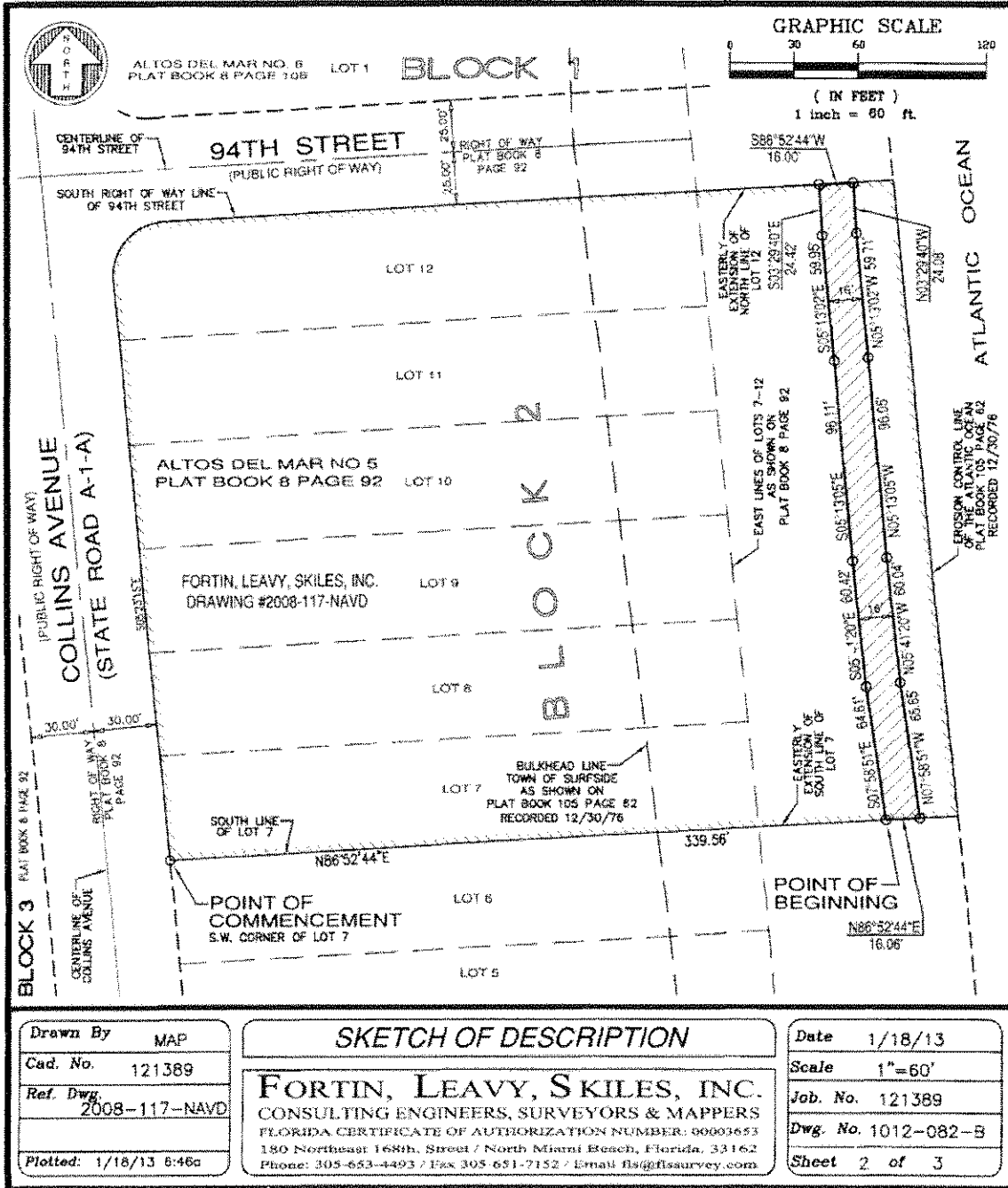
FORTIN, LEAVY, SKILES, INC., LB3653

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

Drawn By MAP Cad. No. 121183 Ref. Dwg. 2008-117-NAVD Plotted: 1/18/13 8:46a	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 06003653 180 Northeast 168th Street / North Miami Beach, Florida, 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	Date 1/18/13 Scale NOT TO SCALE Job. No. 121389 Dwg. No. 1012-082-B Sheet 1 of 3
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Exhibit "C" (cont'd)



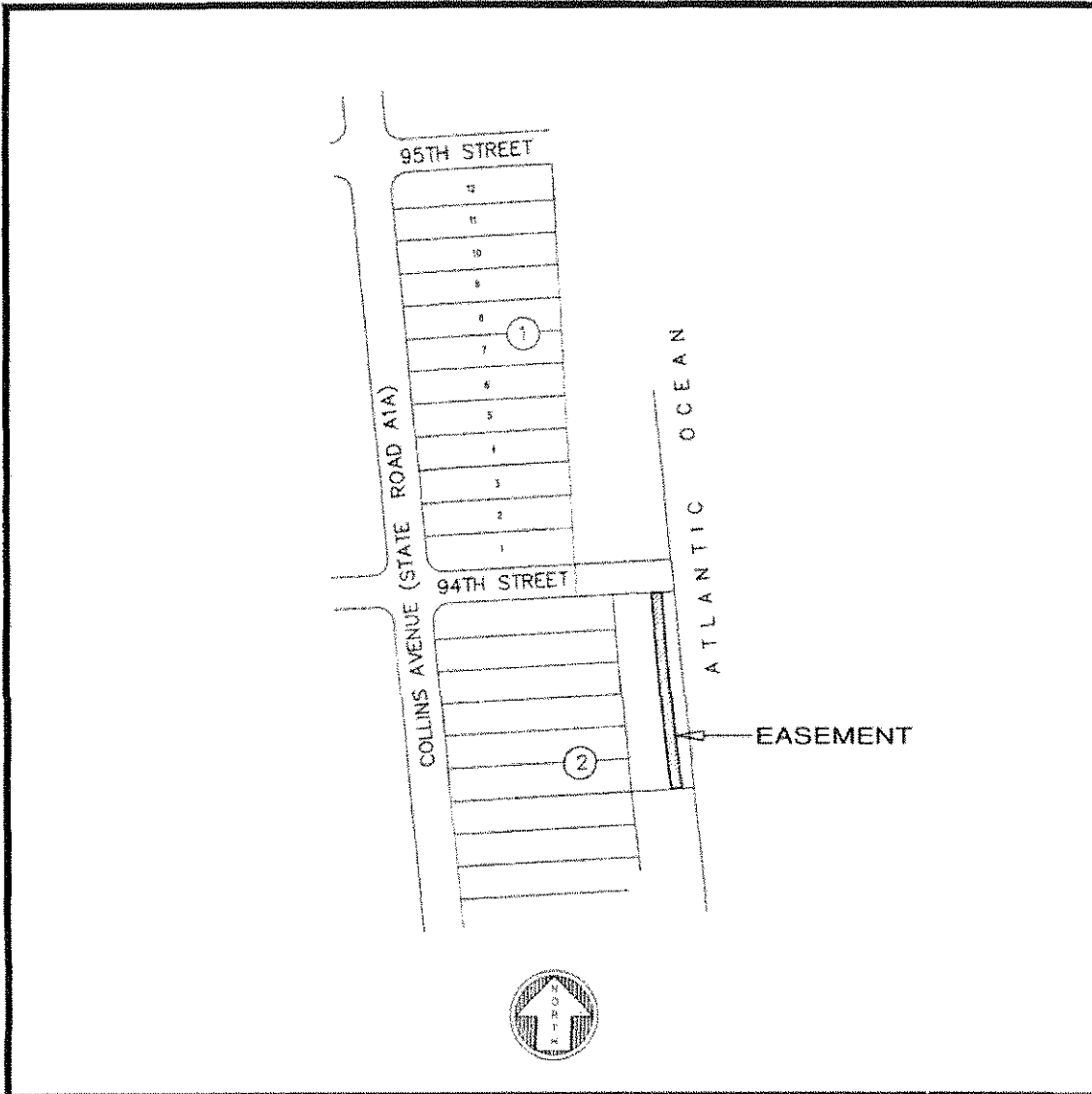
Drawn By	MAP
Cad. No.	121389
Ref. Dwg.	2008-117-NAVD
Plotted:	1/18/13 8:46a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00001853
 180 Northeast 168th Street / North Miami Beach, Florida, 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsaurvey.com

Date	1/18/13
Scale	1"=60'
Job. No.	121389
Dwg. No.	1012-082-B
Sheet	2 of 3

Exhibit "C" (cont'd)



<table border="1"> <tr> <td>Drawn By</td> <td>MAP</td> </tr> <tr> <td>Cad. No.</td> <td>121389</td> </tr> <tr> <td>Ref. Dwg.</td> <td>2008-117-NAVD</td> </tr> <tr> <td>Plotted:</td> <td>1/18/13 6:46a</td> </tr> </table>	Drawn By	MAP	Cad. No.	121389	Ref. Dwg.	2008-117-NAVD	Plotted:	1/18/13 6:46a	<p style="text-align: center;">LOCATION SKETCH</p> <p style="text-align: center;">FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 60091653 180 Northeast 168th Street / North Miami Beach, Florida, 33162 Phone: 305-651-4493 / Fax 305-651-7152 / Email fls@flsurvey.com</p>	<table border="1"> <tr> <td>Date</td> <td>1/18/13</td> </tr> <tr> <td>Scale</td> <td>NOT TO SCALE</td> </tr> <tr> <td>Job. No.</td> <td>121389</td> </tr> <tr> <td>Dwg. No.</td> <td>1012-082-B</td> </tr> <tr> <td>Sheet</td> <td>3 of 3</td> </tr> </table>	Date	1/18/13	Scale	NOT TO SCALE	Job. No.	121389	Dwg. No.	1012-082-B	Sheet	3 of 3
Drawn By	MAP																			
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Sheet	3 of 3																			

OPINION OF TITLE

TO: The Town of Surfside, a municipal corporation

With the understanding that this Opinion of Title is furnished to the Town of Surfside, Florida as an inducement to approve the site plan and conditional use application for the "Chateau Ocean Residences Project", and to accept a Grant Of Perpetual Beach Access Easement Agreement it is hereby certified that we have examined: (i) Old Republic National Title Insurance Company Policy No. OF6-8042482 covering the period of time from the beginning to March 27, 2012 at 3:21 pm (the "Effective Date") and endorsements thereto (the "Title Policy"); (ii) Attorneys' Title Insurance Fund, Inc. ATIDS computer printout covering the period from the Effective Date through December 27, 2012, at 11:00 p.m. as to the platted lots comprising the Real Property; and Attorneys' Title Fund Services, LLC Title Search Report covering the period from the Effective Date through December 27, 2012 at 11:00 p.m. as to the un-platted portion of the Real Property (collectively the "Title Search Reports"), pertaining to the following described real property; and (iii) Florida Statute 161.141, et. seq. (the "Act").

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF (THE "REAL PROPERTY").

Our opinion is based on our review of the Title Policy, Title Search Reports, the Act and copies of the recorded instruments identified in the Title Policy. Accordingly, based on the foregoing, we are of the opinion that as of December 27, 2012 at 11:00 p.m. the fee simple title to the Real Property is vested in:

Chateau Ocean, LLC, a Florida limited liability company

Subject to the following encumbrances, liens and other exceptions:

1. GENERAL EXCEPTIONS:

- (a) All taxes for the year 2012 and subsequent years.
- (b) Rights of persons other than the above fee simple owner.
- (c) Facts that would be disclosed upon accurate survey.
- (d) Any unrecorded labor, mechanics' or materialmen's liens.
- (e) Zoning and other restrictions imposed by governmental authority.

2. SPECIAL EXCEPTIONS:

- (a) All matters contained on the Plat of Altos Del Mar No. 5, as recorded in Plat Book 8, Page 92, Public Records of Miami-Dade County, Florida.
- (b) Unity of Title recorded in Official Records Book 27629, Page 3871, Public Records of Miami-Dade County, Florida.

(c) Erosion Control Line of the Atlantic Ocean, as set forth in Plat Book 105, Page 62, Public Records of Miami-Dade County, Florida.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 23rd day of January, 2013.

Very truly yours,

AKERMAN SENTERFITT
One SE Third Avenue, 28th Floor
Miami, Florida 33131
(305) 374-5600

By: 

Michael Berke, Esq.
Florida Bar No.: 117417

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 23rd day of January, 2013, by Michael Berke, Esq., who is personally known to me.



Notary Public, State of Florida
My Name, Commission No. & Expiration:

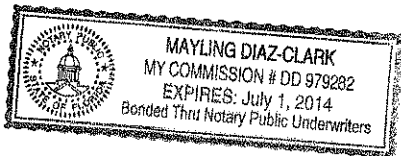


EXHIBIT A

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.

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 305.42 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 34.66 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:

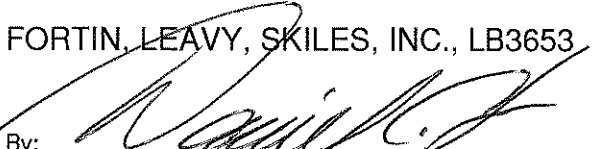
- This site lies in Section 35, Township 52 South, Range 42 East, Town of Surfside, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S05°23'15"E for the East right of way line of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way 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 January 18, 2013, 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
Cad. No.	121389
Ref. Dwg.	2008-117-NAVD
Plotted:	1/18/13 6:46a

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
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Sheet	1 of 3

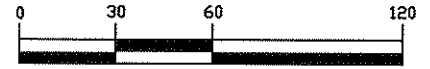


ALTOS DEL MAR NO. 6
PLAT BOOK 8 PAGE 106

LOT 1

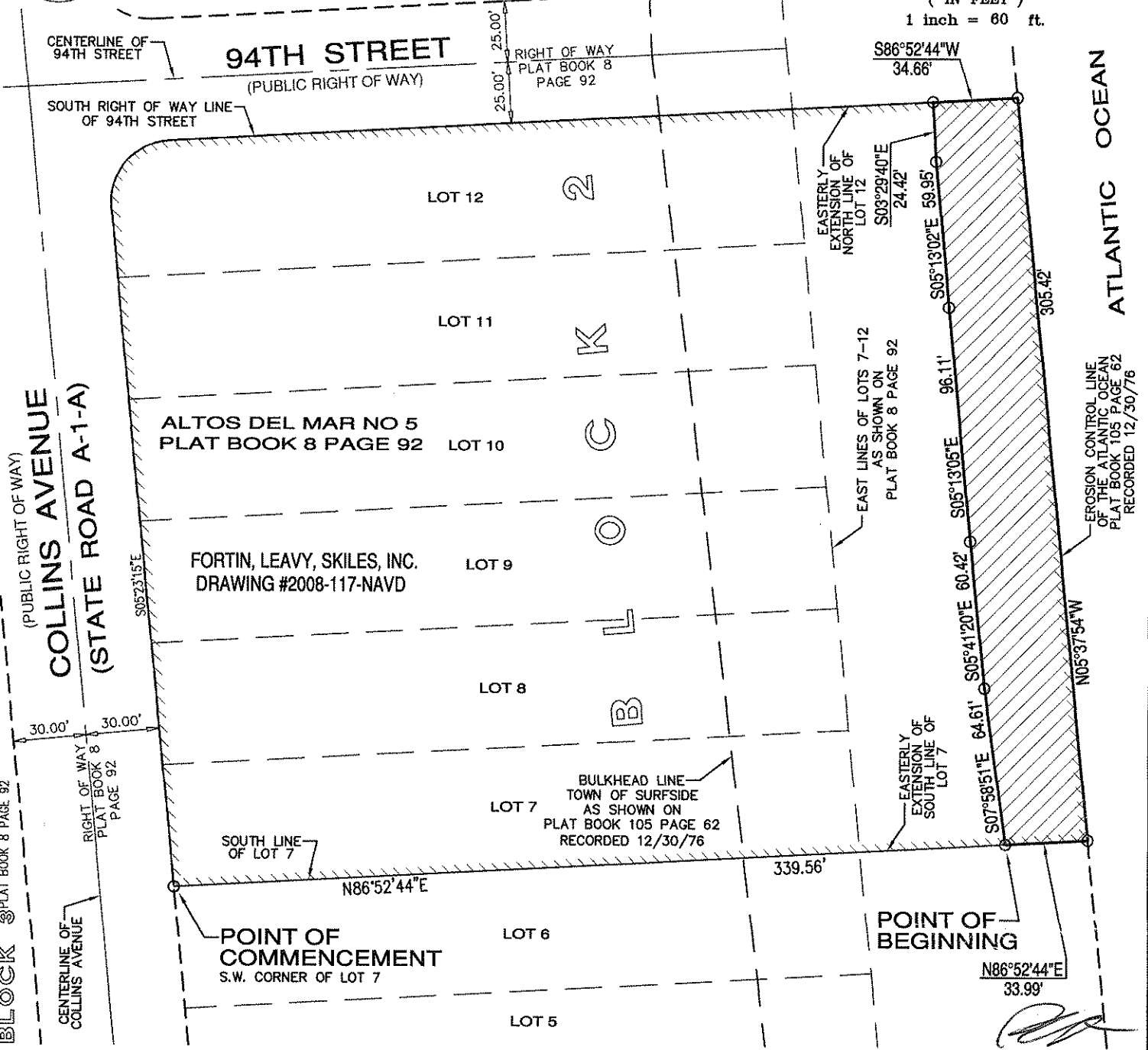
BLOCK 1

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

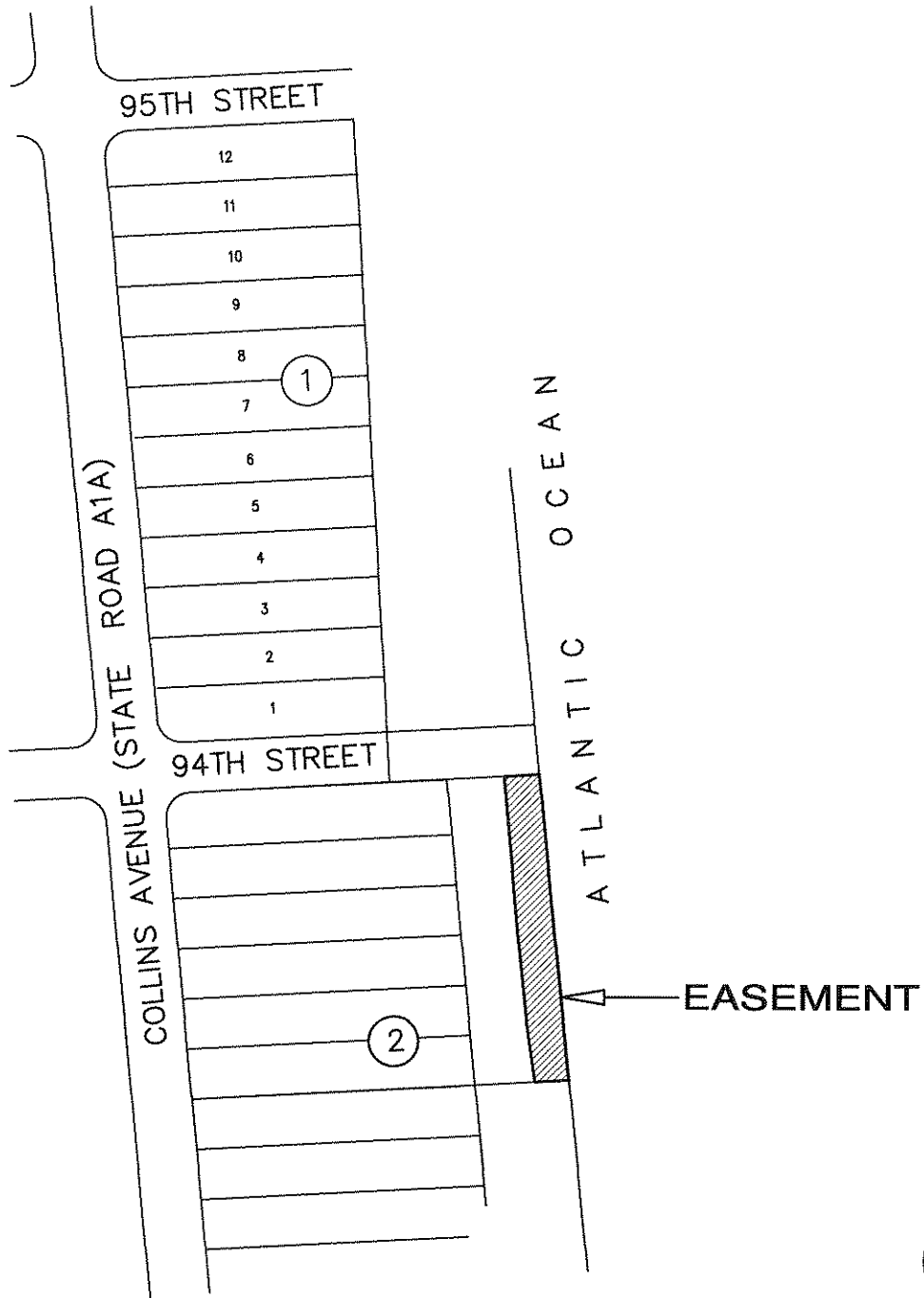


Drawn By	MAP
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SKETCH OF DESCRIPTION

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[Handwritten signature]

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LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
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EXHIBIT "B"

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- 04 ("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: Daniel Dietch

Title: Mayor

Approved as to form and legal sufficiency:


Interim Town Attorney

Name: Linda Miller

COMPOSITE EXHIBIT "C"



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

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- Chateau108-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) 347-0907
Fax (954) 217-3014

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 Hink, 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.

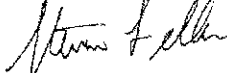
As you can see from the A/C tonnage and electric power use reductions when complying with LEED Silver, this building is able to achieve maximum points for our climatic conditions.

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.L.



Steven Feller, P.E., LEED AP BD + C

#22046

President

SF/mcw

cc: A. Averbuch
File - Chateau1108Report

Comparison Between ASHRAE 90.1-2010 and Proposed LEED Silver for Chateau Ocean					
		ASHRAE Standard (Baseline) Building		Alt#2 Proposed/Targeted IEFD	Alt#3 Insulated Glass Targeted LEED Silver
		R-13.0 Assembly U-0.124 Steel Frame		R-15 Assembly U-0.07	R-15 Assembly U-0.07
ENVELOPE	Floors	R-Not Recommended		R-11 from 10K Glass/Layer	R-21 from 10K-Glass/Layer
	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-0.67 & SC-0.61	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.		0.95 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 Alt#1 vs Alt#2	39% reduction Alt#1 vs Alt#3	
PERCENT OF KW REDUCTION	Percentage Improvement between standard Glass and Standard Efficient HP vs. good Glass and High Efficient HP				
Cost \$/Ton of Standard Heat pump		\$293/Ton			
Cost \$/Ton of High efficient Heat pump			\$533/Ton	\$533/Ton	
Total Price of heat pumps Purchase		\$136,245	\$261,703	\$208,936	
Installation Cost/Ton		\$4200/Ton	\$4440/Ton	\$4660/Ton	
Estm. Mech Installation Cost		\$1,953,000	\$2,180,040	\$1,740,460	
				20% reduction Alt#2 vs Alt#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	M	D	Req	Description	Points
			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
Y	M	D

Water Efficiency

Possible Points: 10

Y	M	D	Req	Description	Points
			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
		<input type="checkbox"/>	Improve by 12% for New Buildings or 8% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 14% for New Buildings or 10% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 16% for New Buildings or 12% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 18% for New Buildings or 14% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 20% for New Buildings or 16% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 22% for New Buildings or 18% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 24% for New Buildings or 20% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 26% for New Buildings or 22% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 28% for New Buildings or 24% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 30% for New Buildings or 26% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 32% for New Buildings or 28% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 34% for New Buildings or 30% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 36% for New Buildings or 32% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 38% for New Buildings or 34% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 40% for New Buildings or 36% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 42% for New Buildings or 38% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 44% for New Buildings or 40% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 46% for New Buildings or 42% for Existing Building Renovations
		<input type="checkbox"/>	Improve by 48%+ for New Buildings or 44%+ for Existing Building Renovations
			1 to 19
	7	Credit 2	On-Site Renewable Energy
		<input type="checkbox"/>	1% Renewable Energy
		<input type="checkbox"/>	3% Renewable Energy
		<input type="checkbox"/>	5% Renewable Energy
		<input type="checkbox"/>	7% Renewable Energy
		<input type="checkbox"/>	9% Renewable Energy
		<input type="checkbox"/>	11% Renewable Energy
		<input type="checkbox"/>	13% Renewable Energy
			1 to 7
2		Credit 3	Enhanced Commissioning
2		Credit 4	Enhanced Refrigerant Management
2	3	Credit 5	Measurement and Verification
2		Credit 6	Green Power

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 40 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

[Signature]
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:

[Signature]
SIGNATURE OF NOTARY PUBLIC

DIANA PEREZ-GATA
PRINT NAME



DIANA PEREZ-GATA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE101480
Expires 6/8/2015

My Commission Expires