

RESOLUTION NO. 17-Z- 2417

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SITE PLAN APPLICATION, PURSUANT TO SECTION 90-41 ET SEQ. OF THE ZONING CODE TO PERMIT THE DEVELOPMENT OF PROPERTY LOCATED ON THE EAST AND WEST SIDES OF COLLINS AVENUE WITH THE ADDRESSES OF 8955 COLLINS AVENUE AND 8926 COLLINS AVENUE AND 8943 HARDING AVENUE FOR 16 CONDOMINIUM UNITS AND A PARKING STRUCTURE AND RECREATIONAL AMENITIES WITH CONDITIONS OF APPROVAL; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

I. RECITALS.

WHEREAS, ASRR SUZER 8955, LLC (“Applicant”), Owners of the properties located at 8955 Collins Avenue and 8926 Collins Avenue and 8943 Harding Avenue, Surfside, FL 33154, with a general location of the east and west sides of Collins Avenue south of 90th Street, Surfside, FL, (the “Property”) submitted an application to the Town of Surfside, Florida (the “Application”) on May 4, 2016, requesting site plan approval for a development of a 12 story tower, housing 16 condominiums and associated amenities and a 3 story parking structure with recreational uses and related facilities; and

WHEREAS, the project replaces approximately 58 dwelling units of a previously demolished condominium known as Winter Gardens; and

WHEREAS, the project proposes a total of 16 dwelling units; and

Plans are on file and may be examined in the Building Department entitled “8955 Collins,” which plans may be modified at a public hearing (hereinafter referred to as the “Plans”) prepared by Kobi Karp Architecture and Interior Design and consisting of 94 Plan sheets.

Legal Description: See attached Attachment “A” “Legal Description”

ADDRESS: 8955 Collins Avenue and 8926 Collins Avenue and 8943 Harding Avenue, Surfside, FL 33154

WHEREAS, on September 1, 2016, the Town’s Development Impact Committee, after notice posted on the Town’s website, met in a televised meeting, reviewed the Application and made discussed the application and provided guidance to the Applicant regarding the criteria set forth in the Town’s Zoning Code; and

WHEREAS, on October 27, 2016, the Planning & Zoning Board, at a duly noticed and televised quasi-judicial public hearing, after reviewing the Application and hearing from its professional staff, the Applicant, and members of the public, considered the requirements of the Town Zoning Code and the Application's consistency with the Town of Surfside's Comprehensive Plan and recommended the Application for approval with conditions by the Town Commission; and

WHEREAS, on January 19, 2017, the Town Commission, at a duly noticed and televised quasi-judicial public hearing, reviewed the Application and hearing from its professional staff, the Applicant, and members of the public, and considering the recommendation of the Planning & Zoning Board, the requirements of the Town Zoning Code, the Application's consistency with the Town of Surfside's Comprehensive Plan and the substantial competent evidence presented at the hearing.

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 AND FINDINGS OF FACT.

- A. All recitals set forth above are incorporated into the body of this Resolution as if same were fully set forth herein.
- B. The Town Commission finds that the proposed Site Plan is in compliance with the requirements and criteria set forth in the applicable Town Code and the Comprehensive Plan, as approved with conditions as stated below.

III. APPROVAL AND CONDITIONS OF APPROVAL.

- A. The Applicant's request for approval of the site plan, consisting of 16 condominium units with a 105,277 square foot residential building on the east lot and a 45,535 square foot parking structure with a tennis court on the west lot is approved with conditions.
- B. The following are conditions of approval:
 - 1. The Applicant, its successors and assigns shall comply with all Town laws, ordinances, and resolutions at the time of approval of the site plan.
 - 2. The underground utilities on the approved site plan shall be installed without alternatives. The Applicant shall demonstrate that the underground utilities will be accommodated in the configuration proposed prior to a foundation permit.

3. The Applicant voluntarily proffers \$170,000, with \$160,000 to the Town to address impacts on the infrastructure and \$10,000 to be contributed to a regional recreational facility, to be payable prior to the issuance of the foundation permit for the construction of the Project.
4. All voluntary proffers and commitments made to the Town of Surfside pursuant to the Resolution, including but not limited to those described in 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 and any change in ownership, or modification of the site plan or design, whether substantial or minor in nature, shall not excuse the performance or the payments, all of which are part of the Conditions subject to which the Applicant's request for site plan approval were granted.
5. Sand excavated seaward of the Coastal Construction Control Line shall be subject to the "Beach Sand Quality" regulations pursuant to Chapter 34, Division 2 of the Town's Code of Ordinances.
6. In the event the Applicant obtains a building permit and the permit expires, it shall be required to comply with Section 14.55 entitled "Vacant lots or buildings" of the Town of Surfside Code, including but not limited to the posting of a bond to defray the cost the Town may incur if required to secure and maintain the site, if necessary, and as may be required by the Building Official.
7. The Applicant for this purpose shall provide a bond not to exceed five percent of the construction cost, as required by the Town Building Official. These funds shall be used to secure property and the construction site in the event construction is abandoned, or ceases prior to completion.
8. A bond or equivalent amount of cash, in an amount not to exceed five percent of the construction cost, shall be posted to repair or 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 what property shall be replaced will be in the reasonable determination of the Director of Public Works. The Director of Public Works and the Building Official shall determine the amount jointly. The bond or cash equivalent shall be posted prior to the issuance of the foundation permit. The bonding requirements of this condition and the immediately preceding condition may be satisfied by posting one bond that covers both conditions.

9. The Applicant shall maintain an interactive website during construction and provide for a maximum of 24 hour response complaint/response mechanism for nearby property owners. The website URL will be advertised by the Applicant to Town residents.
10. The Applicant shall comply with calculating the cost of construction and auditing procedures pursuant to Town of Surfside Ordinance No. 16-1656.
11. The Applicant 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. A bond in the amount and duration determined by the Town Manager or designee shall be posted to ensure the survival of landscaping material for one or more years after the Certificate of Occupancy is issued.
12. The Applicant shall improve the public sidewalks with pavers with the design approved by the Town Manager or designee.
13. The Applicant agrees to design the project to be LEED silver certifiable.
14. 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 dust and construction debris. The Applicant shall comply with the regulations of the Code of the Town of Surfside relating to construction site operations including construction hours and fencing. The Applicant will use its good faith efforts to minimize vibration and noise during construction of the project. Applicant and/or its contractors will assign personnel during construction to minimize sand, dust and debris from vehicles entering Collins Avenue and/or Harding Avenue from the construction site. Applicant shall ensure that contractors swing no heavy loads off property.
15. Sixty days prior to submittal of its request for a demolition permit, Applicant shall submit a demolition plan to Town Manager and Town Building Official that meets all Federal, State, and local requirements and that recycles a minimum of eighty percent (80%) of the demolition material.
16. The Applicant shall provide a construction fence per Town Code with viewing windows. The fence shall display a rendering of the project and be maintained in good condition throughout the construction process until the Certificate of Occupancy is issued.
17. The Applicant shall meet all requirements of the Department of Public Works for the location and design of trash containers prior to the issuance of a

building permit. All service roll gates shall be at least 15 feet high and shall be of a decorative design to enhance the aesthetics of the building.

- 18.** The Applicant shall meet all requirements of the Department of Public Works and Miami-Dade County for storm drainage services.
- 19.** The Applicant shall present evidence of a Construction Parking Plan for the provision of off-street parking outside of Town limits or on Applicant's property within the Town, for construction workers during the period of construction of the approved project prior to the issuance of a building permit. The Applicant and the Applicant's general contractor shall direct all workers not to park their vehicles in residential neighborhoods or lease parking spaces from Town residents or park in Town parking lots and Town parking metered spaces. The Construction Parking Plan shall be reviewed and if found satisfactory and approved by the Town Manager prior to the issuance of a building permit.
- 20.** The Applicant and the Applicant's contractors are responsible to enforce the Construction Parking Plan with all employees, contractors and subcontractors. The Applicant shall be fined five hundred dollars (\$500) for the first parking ticket, and one thousand dollars (\$1,000) for each subsequent parking ticket issued to construction workers for parking in residential neighborhoods or Town public parking while working on the construction site (limit of one fine per vehicle per day). The construction parking plan shall provide the following:
 - (a)** The Applicant agrees that all contractor and subcontractor agreements applicable to this development shall include a separate clause prohibiting construction workers from parking on residential streets or public parking lots and that Applicant shall submit the proposed clause for the approval of the Town Manager or Town Manager Designee at the earlier of either 45 days of the effective date of this Resolution or prior to construction.
 - (b)** Applicant shall provide monthly reports to the Town Manager of any problems or complaints with regard to workers parking their vehicles in residential neighborhoods.
 - (c)** If the Town Manager deems necessary, the Applicant shall provide more frequent reports and develop additional preventive measures to protect the residential neighborhoods.
- 21.** Any change in ownership of the current property owner, up to and including the turnover of ownership to the condominium association, greater than

twenty percent (20%) shall be fully disclosed in writing to the Town Manager and Town Attorney immediately upon said change occurring. Any change of ownership of the project 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 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 on the Applicant, its heirs, successors and assigns.

22. The Applicant shall only apply for a Certificate of Occupancy from the Town once compliance with all terms and conditions of this Development Order are met and documented. The Certificate of Occupancy shall be subject to cancellation upon violation of any of the Conditions, in accordance with the law.
23. The Applicant will provide a perpetual, irrevocable easement in favor of the public encumbering the eastern area of the Property, including the area commonly referred to as the “hardpack” with public access up to the Erosion Control Line which includes the beach walking path and the dune (“the “Easement”). The Easement shall be executed by the Applicant prior to the Town Commission approval of the Application and held in escrow by Bilzen Sumberg Baena Price & Axelrod, LLP. Upon the Applicant’s election to proceed under the approval of the Application, the Easement shall be released from escrow and recorded by the Applicant in the Public Records of Miami-Dade County (Attachment “B”).
24. The applicant shall provide a Unity of Title in a form acceptable to the Town Attorney for all parcels included in the site plan to the Town prior to the issuance of the first building permit.
25. The Applicant shall provide water/sewer fees to the Town of Surfside in the amount prescribed in Town Code Section 78-83 and calculated using all fixtures in the buildings. Said fee shall be paid at the issuance of a Building Permit and there shall be no offset for existing fixtures if such offset is prohibited by law. The Applicant shall ensure the Town’s water/sewer infrastructure is ready to receive the approved utility connections referenced in Condition 2 above. At the option of the Town, the Town may allow the Applicant to construct improvements to the Town water/sewer infrastructure and provide a partial credit to the Applicant on the basis of one-half the reasonable cost of improvements.

- 26. The Applicant shall provide the Town with a detailed schedule for the construction of the project (the "Construction Schedule") at the earlier of either sixty (60) days of approval of the Application by the Town Commission or prior to construction. Any modification shall be submitted in the same manner.
- 27. The operation of the tennis courts will be limited to hours no later than 9 p.m. daily. The owners shall indemnify and hold the Town harmless for any public hazard by tennis balls created by operation of the tennis court.
- 28. The valets will be trained and will operate in accordance with safe routing practices and consistent with Figure 2, Kimley Horn report, in the application. The Valet Plan will be reviewed and approved by the Town Manager prior to the temporary certificate of occupancy.

IV. 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.

V. EFFECTIVE DATE.

This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 19th day of January, 2017.

Motion by Vice Mayor Cohen,

Second by Commissioner Gielchinsky

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky

Commissioner Michael Karukin

Commissioner Tina Paul

Vice Mayor Barry Cohen

Mayor Daniel Dietch

yes
yes
yes
yes
yes



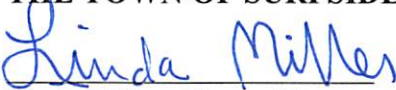
Daniel Dietch, Mayor

ATTEST



Sandra Novoa, MMC
Town Clerk

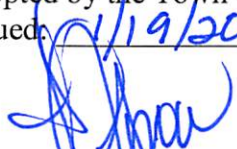
**APPROVED AS TO FORM AND LEGAL SUFFICENCY FOR
THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Town Attorney

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I, Sandra Novoa, MMC, 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.17-Z- 2417 adopted by the Town Commission at its meeting held on the 19th day of January, 2017.
Issued: 1/19/2017



Sandra Novoa, MMC, Town Clerk

ATTACHMENT "A"

Legal Description of Property

Lots 3 and 4 in Block 1A of "2nd Amended Plat of Normandy Beach" according to the Plat thereof as recorded in Plat Book 16 at Page 44 of the Public Records of Miami-Dade County, Florida.

AND

A parcel of land lying East of Block 1-A, "2nd Amended Plat of Normandy Beach" according to the Plat thereof as recorded in Plat Book 16 at Page 44 of the Public Records of Miami-Dade County, Florida; and lying West of the Erosion Control Line as shown on establishment of EROSION CONTROL LINE, according to the Plat thereof, as recorded in Plat Book 105, Page 62, of said Public Records, and Lying South of the Easterly extension of the North line of Lot 3 of said Block 1-A; and lying Northerly of the Easterly extension of the South line of Lot 4 of said Block 1-A.

AND

Lots 13, 14, and 15, LESS the East 10 feet thereof, Block 2, SECOND AMENDED PLAT OF NORMANDY BEACH, according to the Plat thereof, recorded in Plat Book 16, Page 44, of the Public Records of Miami-Dade County, Florida.

AND

Lot 4, Block 2, SECOND AMENDED PLAT OF NORMANDY BEACH, according to the Plat thereof, recorded in Plat Book 16, Page 44, of the Public Records of Miami-Dade County, Florida.

ATTACHMENT "B"

Prepared by and Return To:
Carter N. McDowell, Esq.
Bilzin Sumberg Baena Price & Axelrod, LLP
1450 Brickell Avenue, Suite 2300
Miami, FL 33131

GRANT OF PERPETUAL BEACH ACCESS EASEMENT AGREEMENT

THE GRANT OF PERPETUAL BEACH ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of November 10, 2016 by ASRR SUZER 8955 LLC, a Delaware limited liability company ("Grantor") and the TOWN OF SURFSIDE, FLORIDA, a municipal corporation under the laws of the State of Florida ("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"); and

WHEREAS, the Grantor intends to develop a condominium and related improvements on the Property (the "Project") in accordance with the site plan prepared by Kobi Karp Architecture and Interior Design, Citterio-Viel & Partners, and Enea Garden Design, dated October 11, 2016, which was approved by the Town pursuant to Resolution _____ on November ____, 2016 (the "Site Plan"); and

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 the 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 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 in 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 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 Rotem Rosen and Danny Avidan as authorized signatories 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 this Agreement shall be binding upon the condominium association and the condominium association shall become the successor Grantor.
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. This Agreement may not be terminated, modified or amended except by an instrument in writing signed by the parties.
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 ventures 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 pages]

Signed, witnessed, executed and acknowledged this 31 day of October, 2016.

WITNESSES:

GRANTOR:

Allison Davis

Signature

Allison Davis

Print Name

Isabelle Bassalian

Signature

Isabelle Bassalian

Print Name

ASRR SUZER 8955 LLC, a Delaware limited liability company

By:

[Signature]

Name: Rotem Rosen

Title: Authorized Signatory

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 31 day of October, 2016, by Rotem Rosen as an Authorized Signatory of ASRR Suzer 8955 LLC, a Delaware limited liability company. Personally Known _____ or Produced Identification _____. Type of Identification Produced: _____.

Patricia M. Lemanski
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LE6113145
Qualified in New York County
Commission Expires July 19, 2020

Patricia M. Lemanski

Print or Stamp Name: _____

Notary Public, State of _____

Commission No.: N/A

My Commission Expires: _____

Signed, witnessed, executed and acknowledged this 31 day of October, 2016.

WITNESSES:

GRANTOR:

[Signature]
Signature

Allison Davis
Print Name

[Signature]
Signature

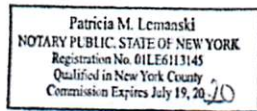
Isabelle Bassalian
Print Name

ASRR SUZER 8955 LLC, a Delaware limited liability company

By: [Signature]
Name: Danny Avidan
Title: Authorized Signatory

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 31 day of October, 2016, by Danny Avidan as an Authorized Signatory of ASRR Suzer 8955 LLC, a Delaware limited liability company. Personally Known ✓ or Produced Identification . Type of Identification Produced: .



[Signature]
Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: N/A
My Commission Expires: _____

JOINDER BY LENDER

BANK LEUMI USA, New York banking corporation, and beneficiary under that certain Negative Pledge from ASRR SUZER 8955 LLC, a Delaware limited liability company, recorded at the Office of the County Clerk of Miami-Dade County as CFN 20160284046 Book 30075 Pages 4135-4141 and covering all/or a portion of the property described in the foregoing Beach Access Easement Agreement, does hereby acknowledge that the terms of this Beach Access Easement Agreement are and shall be binding upon the undersigned and its successors and assigns.

Witnesses:

[Signature]

Print name: Christopher Gross

[Signature]

Print name: Chelsea Polito

BANK LEUMI USA, New York corporation

By: [Signature]

Print Name: Roland M. Castellan

Print Title: Vice President

Date: 10/31/2016

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me on October 31, 2016, by Roland Castellan, the Vice President of BANK LEUMI USA, a New York corporation, on behalf of the bank. He/she is personally known to me or has produced _____ as identification.

SE Diana DeCastro
Notary Public, State of New York
No. 01DE6334862
Qualified in New York County
Commission Expires Dec. 21, 2019

[Signature]
Notary Public, State of New York
Print Name: Diana De Castro
Commission Expires: 12/21/19

ATTEST:

GRANTEE:

TOWN OF SURFSIDE, a Florida municipal corporation

Sandra Novoa, MMC
Town Clerk

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

Guillermo Olmedillo
Town Manager

Town Attorney

Date

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Guillermo Olmedillo as Town Manager of the Town of Surfside, a Florida municipal corporation. He is personally known _____ or produced identification _____. Type of identification produced: _____.

Print or Stamp Name:
Notary Public, State of _____
Commission No.: N/A
My Commission Expires:

EXHIBIT "A"

Legal Description of Property

Lots 3 and 4 in Block 1A of "2nd Amended Plat of Normandy Beach" according to the Plat thereof as recorded in Plat Book 16 at Page 44 of the Public Records of Miami-Dade County, Florida.

AND

A parcel of land lying East of Block 1-A, "2nd Amended Plat of Normandy Beach" according to the Plat thereof as recorded in Plat Book 16 at Page 44 of the Public Records of Miami-Dade County, Florida; and lying West of the Erosion Control Line as shown on establishment of EROSION CONTROL LINE, according to the Plat thereof, as recorded in Plat Book 105, Page 62, of said Public Records, and Lying South of the Easterly extension of the North line of Lot 3 of said Block 1-A; and lying Northerly of the Easterly extension of the South line of Lot 4 of said Block 1-A.

AND

Lots 13, 14, and 15, LESS the East 10 feet thereof, Block 2, SECOND AMENDED PLAT OF NORMANDY BEACH, according to the Plat thereof, recorded in Plat Book 16, Page 44, of the Public Records of Miami-Dade County, Florida.

AND

Lot 4, Block 2, SECOND AMENDED PLAT OF NORMANDY BEACH, according to the Plat thereof, recorded in Plat Book 16, Page 44, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION: Easement Area

A portion of land lying East of Lots 3 and 4, Block 1-A, SECOND AMENDED PLAT OF NORMANDY BEACH, according to the Plat thereof, as recorded in Plat Book 16 at Page 44, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 3; thence N 86°56'03" E along the North line of said Lot 3 and its Easterly extension thereof for 311.62 feet to the Point of Beginning of the hereinafter described Easement Area; thence continue N 86°56'03" E along said Easterly extension of the North line of Lot 3 for 36.15 feet; thence S 05°35'53" E along the Erosion Control Line of the Atlantic Ocean, according to the plat thereof, as recorded in Plat book 105 at Page 62, of said Public Records of Miami-Dade County, Florida for 100.09 feet; thence S 86°56'03" W along the Easterly extension of the South line of said Lot 4 for 36.62 feet; thence N 07°01'39" W for 15.20 feet; thence N 06°24'13" W for 35.16 feet; thence N 03°16'16" W for 15.17 feet; thence N 02°13'42" W for 20.81 feet; thence N 05°16'05" W for 5.37 feet; thence N 09°09'29" W for 8.43 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 S 04°25'48" 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 #2016-053.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on October 31, 2016, 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.	130345
Ref. Dwg.	2016-053
Plotted:	10/31/16 11:12a

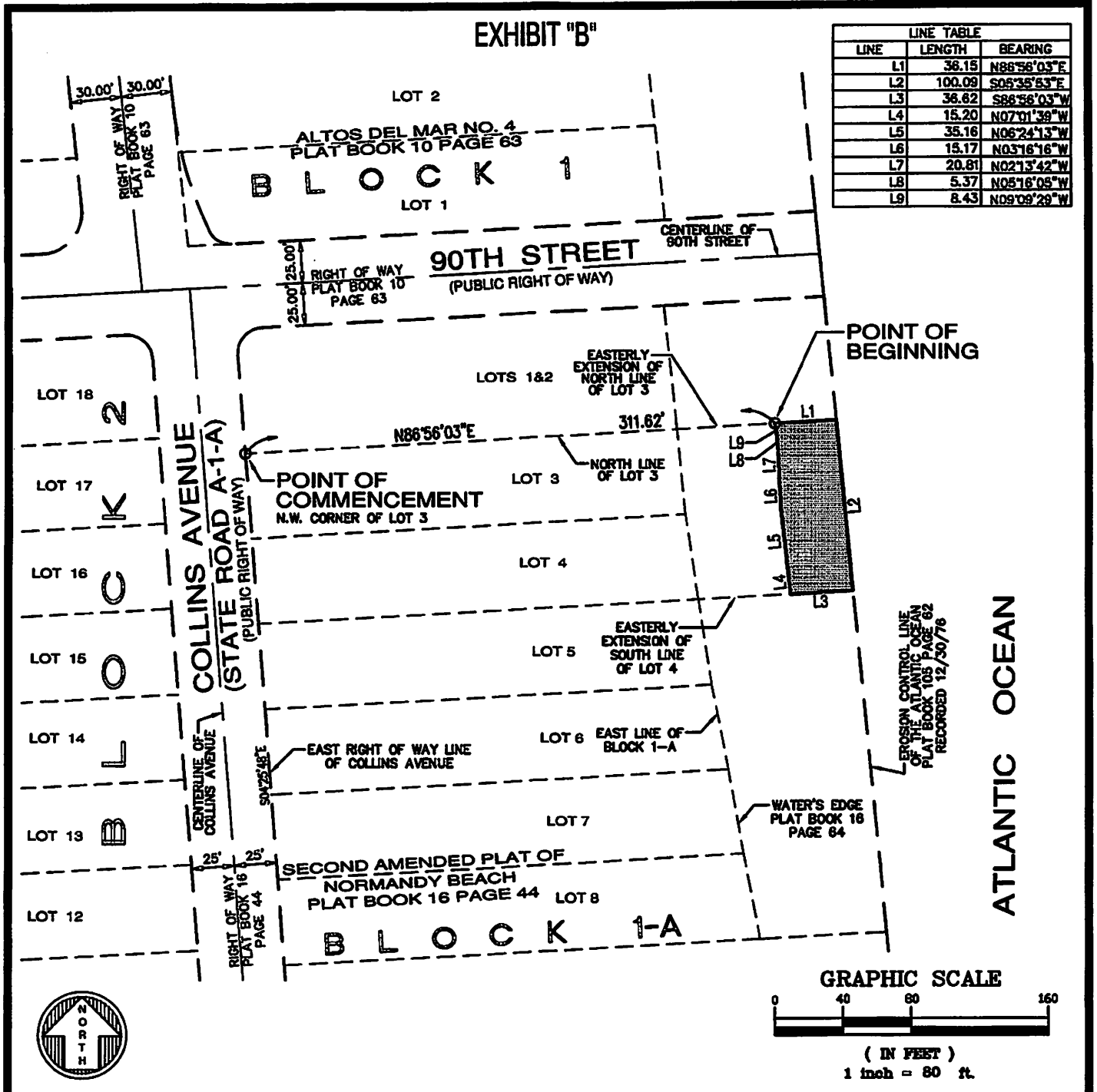
LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	10/31/16
Scale	NOT TO SCALE
Job. No.	161331
Dwg. No.	1016-090-1
Sheet	1 of 3

EXHIBIT "B"

LINE TABLE		
LINE	LENGTH	BEARING
L1	38.15	N86°56'03"E
L2	100.09	S05°35'53"E
L3	38.62	S86°56'03"W
L4	15.20	N07°01'38"W
L5	35.16	N06°24'13"W
L6	15.17	N03°16'16"W
L7	20.81	N02°13'42"W
L8	5.37	N05°16'05"W
L9	8.43	N09°09'29"W



GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

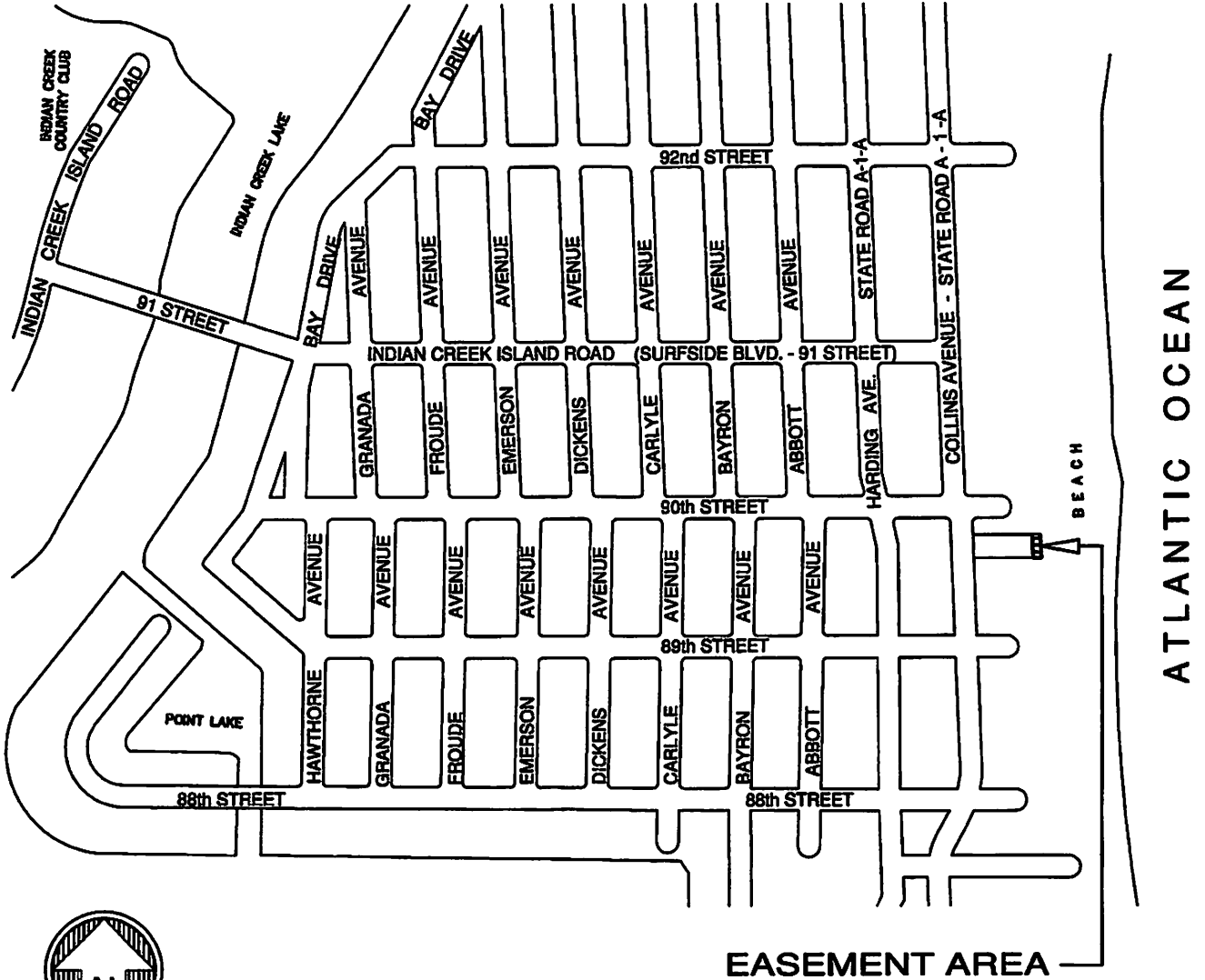
Drawn By	MAP
Cad. No.	130345
Ref. Dwg.	2016-053
Plotted:	10/31/16 11:12a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	10/31/16
Scale	1"=80'
Job. No.	161331
Dwg. No.	1016-090-1
Sheet	2 of 3

EXHIBIT "B"



EASEMENT AREA

ATLANTIC OCEAN

Drawn By	MAP
Cad. No.	130345
Ref. Dwg.	2016-053
Plotted:	10/31/16 11:12a

LOCATION SKETCH

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@flsaurvcy.com

Date	10/31/16
Scale	NOT TO SCALE
Job. No.	161331
Dwg. No.	1016-090-1
Sheet	3 of 3

EXHIBIT "C"

LEGAL DESCRIPTION: Hard Pack Area

A portion of land lying East of Lots 3 and 4, Block 1-A, SECOND AMENDED PLAT OF NORMANDY BEACH, according to the Plat thereof, as recorded in Plat Book 16 at Page 44, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 3; thence N 86°56'03" E along the North line of said Lot 3 and its Easterly extension thereof for 311.62 feet to the Point of Beginning of the hereinafter described Hard Pack Area; thence continue N 86°56'03" E along said Easterly extension of the North line of Lot 3 for 14.24 feet; thence S 05°29'47" E for 33.57 feet; thence S 06°02'00" E for 66.53 feet; thence S 86°56'03" W along the Easterly extension of the South line of said Lot 4 for 15.16 feet; thence N 07°01'39" W for 15.20 feet; thence N 06°24'13" W for 35.16 feet; thence N 03°16'16" W for 15.17 feet; thence N 02°13'42" W for 20.81 feet; thence N 05°16'05" W for 5.37 feet; thence N 09°09'29" W for 8.43 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 S 04°25'48" 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 #2016-053.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on October 31, 2016, 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.	130345
Ref. Dwg.	2016-053
Plotted:	10/31/16 11:12a

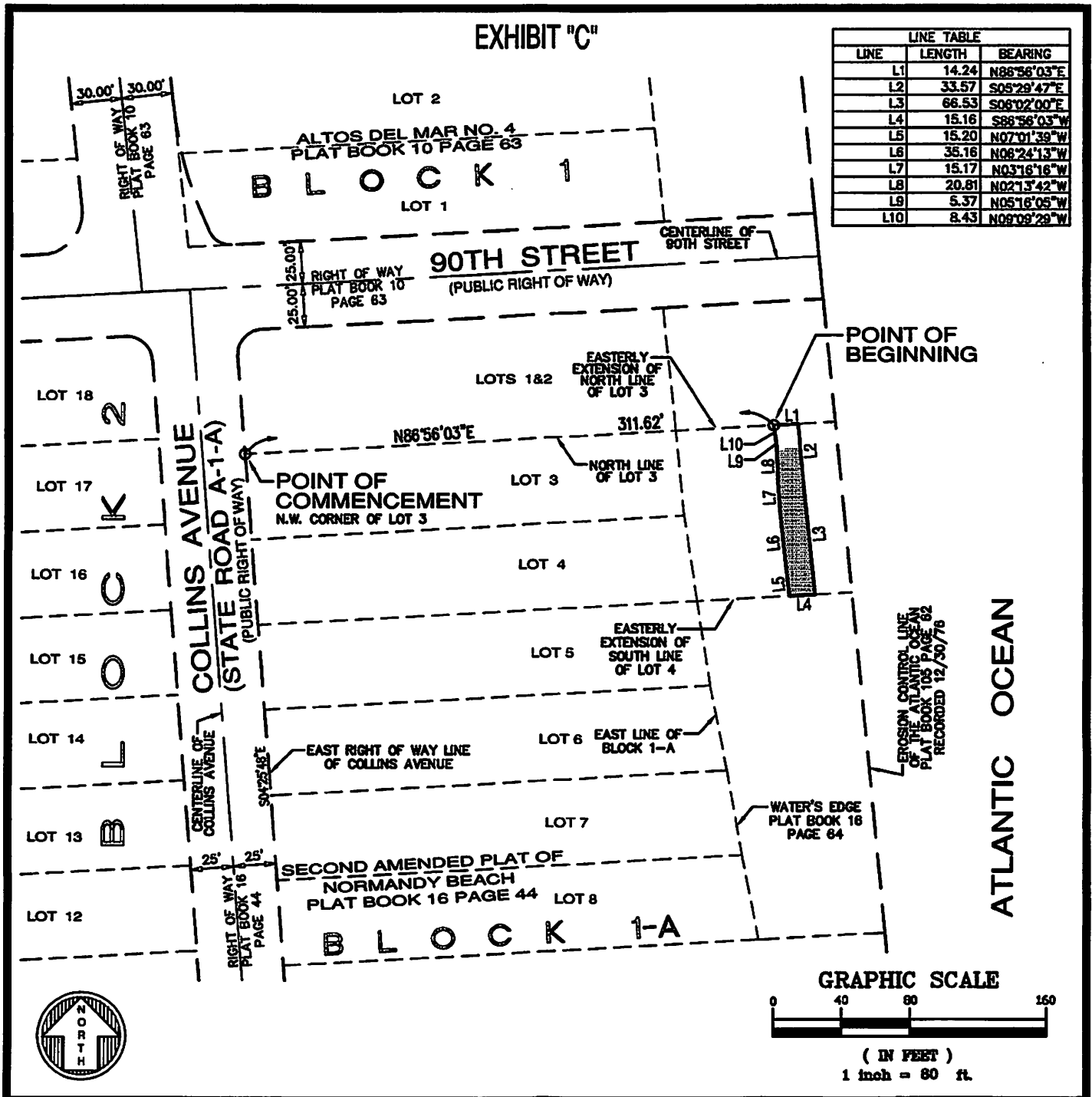
LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	10/31/16
Scale	NOT TO SCALE
Job. No.	161331
Dwg. No.	1016-090-2
Sheet	1 of 3

EXHIBIT "C"

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.24	N88°56'03"E
L2	33.57	S05°29'47"E
L3	66.53	S06°02'00"E
L4	15.16	S88°56'03"W
L5	15.20	N07°01'39"W
L6	35.16	N08°24'13"W
L7	15.17	N03°16'16"W
L8	20.81	N02°13'42"W
L9	5.37	N05°16'05"W
L10	8.43	N09°09'29"W



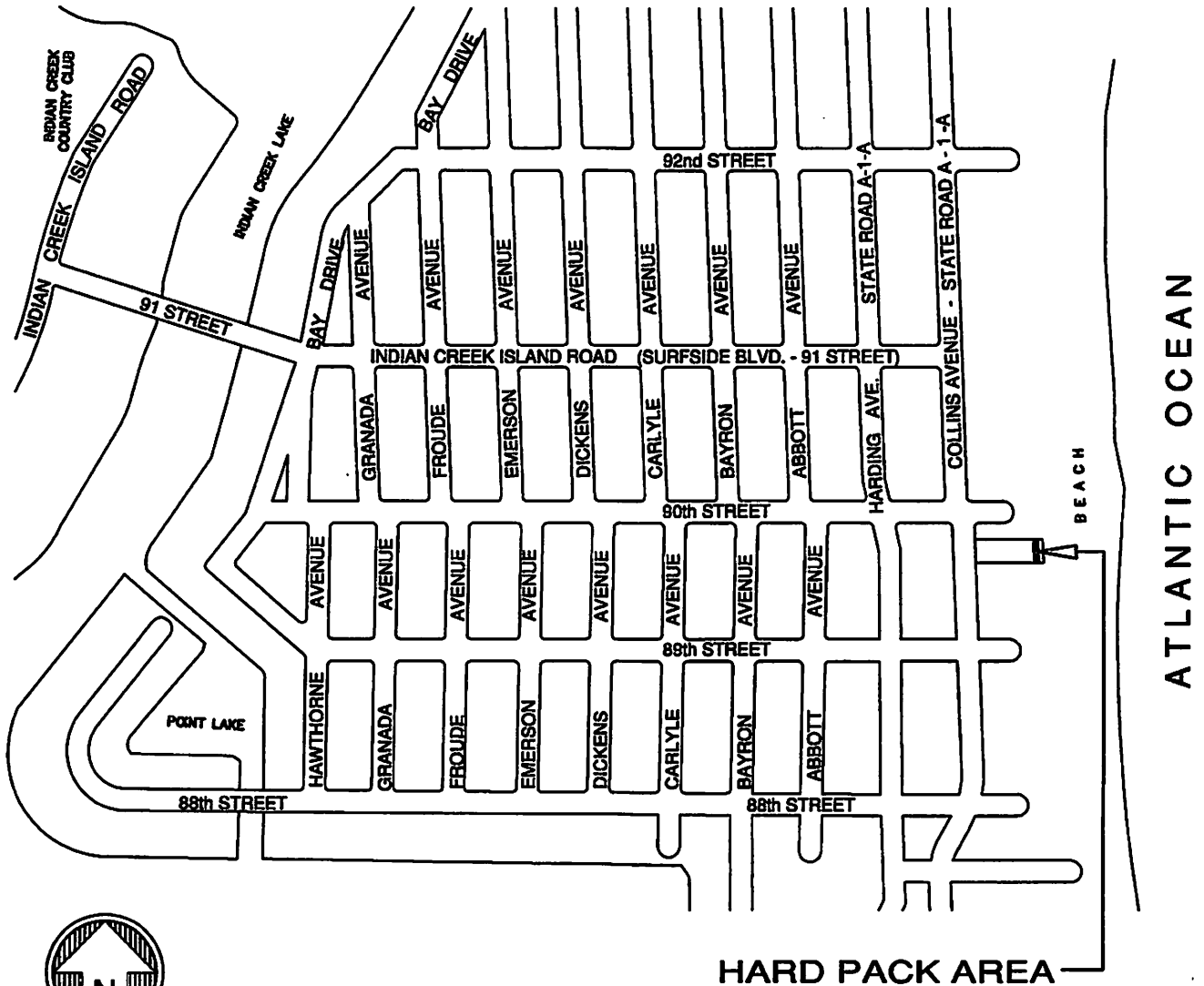
Drawn By MAP
 Cad. No. 130345
 Ref. Dwg. 2016-053
 Plotted: 10/31/16 11:12

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date 10/31/16
 Scale 1"=80'
 Job. No. 161331
 Dwg. No. 1016-090-2
 Sheet 2 of 3

EXHIBIT "C"



ATLANTIC OCEAN

HARD PACK AREA

Drawn By	MAP
Cad. No.	130345
Ref. Dwg.	2016-053
Plotted:	10/31/16 11:12

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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Scale	NOT TO SCALE
Job. No.	161331
Dwg. No.	1016-090-2
Sheet	3 of 3