Memorandum

MIAMI-DADE COUNTY

Date: December 16, 2008

Agenda Item No. 5(C)

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Class I Permit Application by Blue Palms Development, LLC to Fill 0.509 Acres of Wetlands for the Construction of a Residential Development.

Attached, please find for your consideration an application by Blue Palms Development, LLC for a Class I Permit. Also, attached is the recommendation of the Director of the Department of Environmental Resources Management and a Resolution seeking the Board's approval of the aforesaid Class I Permit.

Assistant County Manager

Memorandum

MIAMI-DADE COUNTY

Date: December 16, 2008

To: George M. Burgess
County Manager

From: Carlos Espinosa, P.E., Director
Environmental Resources Management

Subject: Class I Permit Application by Blue Palms Development, LLC to Fill 0.509 Acres of Wetlands for the Construction of a Residential Development.

Recommendation

I have reviewed the Class I Permit application by Blue Palms Development, LLC. Based upon the applicable evaluation factors set forth in Chapter 24-48.3 of the Code of Miami-Dade County, Florida, I recommend that the Board of County Commissioners approve the issuance of a Class I Permit for the reasons set forth below.

Scope

The project site is located along the Oleta River at 16375 Biscayne Boulevard in North Miami Beach, in Commission District 4 (Commissioner Sally A. Heyman).

Fiscal Impact/Funding Source

Not Applicable

Track Record/Monitor

Not Applicable

Background

The subject Class I Permit application involves the filling of 0.509 acres of low quality coastal wetlands for the construction of a residential development on two undeveloped parcels. The project site is located along the Oleta River at 16375 Biscayne Boulevard in North Miami Beach, Miami-Dade County, Florida. The proposed project is required to be reviewed and approved by the Miami-Dade County Board of County Commissioners (BCC) at a public hearing because the scope of work includes filling coastal wetlands. Said work is not specifically referenced in Section 24-48.2 of the Code of Miami-Dade County as work that can be processed administratively with a short form application, and therefore requires a standard form application including a public hearing.

The subject properties are undeveloped at this time although portions not requiring a Class I permit are currently being cleared for development. The subject parcels were previously used for the disposal of waste material and in 1994 the Department of Environmental Resources Management (DERM) approved a remedial action plan to remove the buried waste. Although high quality wetlands bordered the north, east, and south shorelines of the property, due to the previous physical disturbances associated with extensive excavation work, only an isolated pocket of degraded coastal and freshwater wetlands remained landward of the shoreline.

In 1998, a Class I Permit application to fill the coastal and freshwater wetlands for a commercial development was submitted by LEF/North Miami Beach, LLC. Section 24-48.3(2) of the Code requires that dredging or filling work proposed in Class I permit applications comply with at least one of six listed criteria. The filling of wetlands that support halophytic vegetation for the purpose of constructing a commercial development is not consistent with any of the listed criteria. Therefore, on May 13, 1999, LEF/North Miami Beach, LLC obtained a variance to Section 24-48.3(2) of the Code from the Environmental Quality Control Board (EQCB) for the proposed development. In addition, in order to minimize impacts to the higher quality wetlands, a conservation easement was created to preserve the existing high quality mangrove shorelines that border the property, including a vegetated buffer between any portion of the development and the existing mangroves.

On December 7, 1999, the BCC approved Resolution Number R-1258-99 for the commercial development and a Restrictive Covenant Running with the Land in Favor of Miami-Dade County that incorporated the conservation easement. On May 16, 2001, LEF/North Miami Beach, LLC was issued a joint Class I/Class IV Permit, CC98-404/FW99-065, by DERM to fill 0.165 acres of coastal wetlands and 0.27 acres of freshwater wetlands. LEF/North Miami Beach, LLC proceeded to develop the western portion of the property; however, the Class I/Class IV Permit CC98-404/FW99-065 expired prior to their development of the eastern portion, which contains the jurisdictional wetland areas. Blue Palms Development, LLC has since purchased the property, and as the current applicant, has applied for a new Class I Permit to authorize the filling of the existing wetlands for the construction of residential condominiums. A re-assessment of the subject site revealed that the wetland boundary had expanded by 0.074 acres in part due to existing flow-ways that provided additional hydrological improvements to the property. DERM also determined the combined total of 0.509 acres of degraded wetlands now contained halophytic (salt tolerant) wetland plant species. Due to the resulting composition of the site, only a Class I Permit shall be required to fill the 0.509 acres of degraded coastal wetlands.

The current owner of the subject parcels, Blue Palms Development, LLC, is proposing the development of residential condominiums in lieu of the commercial development that was permitted for the previous property owners. The filling of wetlands that support halophytic vegetation for the purpose of constructing residential condominiums is not consistent with any of the listed criteria under Section 24-48.3(2) of the Code. Due to the additional wetlands documented at the site during the re-assessment and the modified intended use of the development, the project required that a new variance be granted by the EQCB. On April 15, 2005, the EQCB granted a variance through Board Order No. 05-19 from Section 24-48.3(2) of the Code for the current proposed development.

Blue Palms Development, LLC is requesting authorization to fill 0.509 acres of low quality wetlands for development of the subject parcels; no impacts to the higher quality wetlands are proposed. The mitigation required for the original 0.435 acres of wetland impacts was satisfied through the purchase of 0.08 herbaceous freshwater and 0.09 coastal mitigation credits by LEF/North Miami Beach, LLC from the Florida Power & Light Company's Everglades Mitigation Bank (EMB). Additional EMB credits are required for the 0.074 acre expansion of the jurisdictional coastal wetlands documented by DERM. The wetland restoration and enhancement projects conducted

within the EMB has enhanced property in the South Dade Wetland Basin by removing exotic vegetation, replanting with native species, restoring filled areas to natural wetland grade, and the implementation of a fire management program. In addition, the current applicant shall be required to remove exotic plant species, monitor, and maintain the wetlands within the previously established Conservation Easement in perpetuity.

The proposed project has been designed in accordance with all relevant Miami-Dade County coastal construction criteria and is consistent with all other Miami-Dade County coastal protection provisions. Please find attached a DERM Project Report which sets forth the reasons the proposed project is recommended for approval by DERM pursuant to the applicable evaluation factors set forth in Section 24-48.3 of the Code of Miami-Dade County, Florida. The conditions, limitations, and restrictions set forth in the Project Report attached hereto are incorporated herein by references hereto.

Attachments

Attachment A: Class I Permit Application
Attachment B: Affidavit of Ownership
Attachment C: Affidavit of Members, Managing Members, and Managers of Florida Limited Liability Company
Attachment D: Owner/Agent Letter, Engineer Certification Letter, and Project Sketches
Attachment E: Zoning Memorandum
Attachment F: Names and Addresses of Owners of All Riparian or Wetland Property Within Three Hundred (300) Feet of the Proposed Work
Attachment G: Everglades Mitigation Bank Credit Purchase Agreement
Attachment H: Board Order 99-38 from the Miami-Dade County Environmental Quality Control Board
Attachment I: Board Order 05-19 from the Miami-Dade County Environmental Quality Control Board
Attachment J: Restrictive Covenant Running with the Land in Favor of Miami-Dade County
Attachment K: DERM Project Report

NOTICE OF PUBLIC HEARING ON AN APPLICATION BY BLUE PALMS DEVELOPMENT, LLC FOR A CLASS I PERMIT TO FILL 0.509 ACRES OF WETLANDS FOR THE CONSTRUCTION OF A RESIDENTIAL DEVELOPMENT LOCATED ALONG THE OLETA RIVER AT 16375 BISCAYNE BOULEVARD, NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA.

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN pursuant to Article IV, Division 1 of Chapter 24 of the Code of Miami-Dade County that the Board of County Commissioners of Miami-Dade County will hold and conduct a Public Hearing on a request by Blue Palms Development, LLC for a Class I Permit to fill 0.509 acres of wetlands for the construction of a residential development. Such Public Hearing will be held on the 16th day of December, 2008, at 9:30 AM, at the County Commission Chambers on the 2nd Floor of the Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida.

Plans and details concerning the work requested in the application may be reviewed by interested persons at the office of the Miami-Dade County Department of Environmental Resources Management, 6th Floor, 701 N.W. 1st Court, Miami, Florida, 33130.

Oral statements will be heard and appropriate records made. For accuracy of records all important facts and arguments should be prepared in writing in triplicate, with two copies being submitted to the Deputy Clerk of the County

Commission at the hearing or mailed to her beforehand (Kay Sullivan, Deputy Clerk), 111 N.W. 1st Street, Stephen P. Clark Center, Suite 17-202, Miami, Florida 33128; and with one copy being submitted beforehand to the Miami-Dade County Department of Environmental Resources Management, 701 N.W. 1st Court, Miami, Florida, 33130.

A person who decides to appeal any decision made by any Board, Agency, or Commission with respect to any matter considered at its meeting or hearing, will need a record of proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

BY: _____
Kay Sullivan, Deputy Clerk

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 16, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 5(C)

Please note any items checked.

_____	**"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Bid waiver requiring County Manager's written recommendation**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**Housekeeping item (no policy decision required)**
✓	**No committee review**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(C)
12-16-08

RESOLUTION NO. _____

RESOLUTION RELATING TO AN APPLICATION BY BLUE PALMS DEVELOPMENT, LLC FOR A CLASS I PERMIT TO FILL 0.509 ACRES OF WETLANDS FOR THE CONSTRUCTION OF A RESIDENTIAL DEVELOPMENT LOCATED ALONG THE OLETA RIVER AT 16375 BISCAYNE BOULEVARD, NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board having considered all the applicable factors contained within Section 24-48.3 of the Code of Miami-Dade County, hereby approves the application by Blue Palms Development, LLC for a Class I Permit to fill 0.509 acres of wetlands for the construction of a residential development, subject to the conditions set forth in the memorandum from the Director of the Miami-Dade County Department of Environmental Resources Management, a copy of which is attached hereto and made a part hereof. The issuance of this approval does not relieve the applicant from obtaining all applicable Federal, State, and local permits.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency.

Peter S. Tell

By:_____
Deputy Clerk

Attachment A

Class I Permit Application

MIAMI-DADE COUNTY

Class I
Permit Application

1. Application number	2. Date Day/Month/Year	3. For official use only
CC04-337	2 DECEMBER 2008	

4. Applicant Information:

Name: Blue Palms Development, LLC
Address: 12900 SW 128 Street, #100
Miami, Florida Zip Code: 33186
Phone #: 305-971-0102 Fax #: 305-971-6662

5. Applicant's authorized permit agent

Name: Langan Engineering and Environmental Services
Address: 15150 NW 79th Ct. Ste.200
Miami Lakes, Florida Zip Code: 33016
Phone #: 786-264-7200 Fax #: 786-264-7201

6. Describe the proposed activity, its purpose and intended use, including a description of the type of structures, if any, to be erected on fills, or pipe or float-supported platforms, and the type, composition and quantity of materials to be discharged or dumped and means of conveyance.

Class I Permit Application by Blue Palms Development, LLC, to fill 0.509 Acres of Wetlands for the construction of a Residential Development.

	Dredged/Excavated		Filled/Deposited	
Volume of Material:	0 CY (Waterward of MHW or RLW)	821 CY (Landward of MHW or RLW)	0 CY (Waterward of MHW or RLW)	4927 CY (Landward of MHW or RLW)

7. Proposed Use: (Check One)

- [X] Private
- [ ] Public
- [ ] Commercial
- [ ] Other

8. Names and addresses of adjoining property owners whose property also adjoins the waterway.

Name: see attached
Address:
Zip Code

Name:
Address:
Zip Code

9. Location where proposed activity exists or will occur.

Street Address: 16375 Biscayne Boulevard
Latitude 25°55'73"N Longitude 80°09'08"W
Section 16 Township 52S Range 42E
State Florida County Miami-Dade In City or Town North Miami Beach Near City Or Town n/a

10. Name of waterway at location of the activity.

Oleta River

11. Date activity is proposed to:
Commence 6/2008 Be completed 6/2010

12. Is any portion of this activity for which authorization is sought now complete?
☐ Yes
☒ No
If answer is "yes", give reasons in the remarks section. Indicate the existing work on the drawings.
Month and Year the activity was completed

13. List all approvals or certifications required by other Federal, state or local agencies for any structures, construction, discharges, deposits or other activities described in this application, including whether the project is a Development of Regional Impacts.

Issuing Agency	Type of Approval	Identification Number	Date of Application	Date of Approval
SFWMD	ERP-MOD	070413-15	4/13/2007	PENDING

14. Has any other agency denied approval for any activity directly related to the activity described herein?
☐ Yes
☒ No

15. Remarks

16. Estimated project cost = $1,347,000

17. Contractor's name and address
Name: TBD License #:
Address:
Zip Code:
Phone #: Fax #:

18. Application is hereby made for a permit or permit(s) to authorize the activities described herein. I agree to provide any additional information/data that may be necessary to provide reasonable assurance or evidence to show that the proposed project will comply with the applicable State Water Quality Standards or other environmental protection standards both during construction and after the project is completed. I also agree to provide entry to the project site for inspectors from the environmental protection agencies for the purpose of making the preliminary analyses of the site and monitoring permitted works, if permit is granted. I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief, such information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities.

Signature of owner
Date President of Southern Homes of Broward, Inc.
Manager of Blue Palms Development, LLC

19. To obtain proprietary authorization for work on state-owned submerged lands, please include an additional copy of the following:
☒ 8½ x 11 Location Map
☒ 8½ x 11 Project Drawing
☒ Copy of Application

SUBSCRIBED AND SWORN TO ME THIS 3 DAY OF Dec., 20 08, BY Gerardo Aguirre

☒ PERSONALLY KNOWN ☐ PRODUCED IDENTIFICATION (PLEASE CHECK ONE)

TYPE OF ID PRODUCED Mirta Abreu NOTARY PUBLIC

MIRTA ABREU
MY COMMISSION # DD 575597
EXPIRES: August 10, 2010
Bonded Thru Notary Public Underwriters

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Attachment B

Affidavit of Ownership

Affidavit of Ownership
and Hold Harmless Agreement

Personally Appeared Before Me, GERARDO L. AGUIRRE, that
(Property owner, lessee or Corporate Officer if owner is a corporation)
undersigned authority, and hereby swears and affirms under oath as follows:

1. That your affiant is the record owner or lessee of that certain property* more fully described as:

   TRACTS "E" AND "F" OF "NORTH MIAMI BEACH PLACE," ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 155 PAGE 86, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

   * may attach legal description from public records or plat book or a copy of the warranty deed

2. That your affiant is also the riparian and/or littoral owner or lessee of that certain property that is the subject matter of Application No. CC04-337 for a Class I permit under and pursuant to Section 24-48 of the Code of Miami-Dade County to construct or engage in the following activity:

   CLASS I PERMIT APPLICATION BY BLUE PALMS DEVELOPMENT, LLC, TO FILL 0.509 ACRES OF WETLANDS FOR THE CONSTRUCTION OF A RESIDENTIAL DEVELOPMENT.

3. That your affiant hereby swears and affirms its ownership or leasehold in the above noted property necessary for the work noted in Paragraph 2 above, and hereby agrees to: defend same and hold the County harmless from any and all liability, claims and damages of any nature whatsoever occurring, including or arising as a result of your affiant not having the proper title to all lands or proper leasehold to all lands that are the subject matter of this application.

STATE OF FLORIDA
COUNTY OF DADE

Owner/Applicant President of Southern Homes of Broward, Inc.
Manager of Blue Palms Development, LLC

BEFORE ME, the undersigned authority, personally appeared GERARDO L. AGUIRRE, who, after being duly sworn, deposes and says that he/she has read the foregoing, and that the statements contained therein are true and correct to the best of his/her knowledge and belief.

Sworn to and subscribed before me this 3 (day) of Dec. (month), 2008 (year).

Notary Signature Mirta Abreu

Notary Seal

MIRTA ABREU
MY COMMISSION # DD 575597
EXPIRES: August 10, 2010
Bonded Thru Notary Public Underwriters

Attachment C

Affidavit of Members, Managing Members, and Managers of Florida Limited Liability Company

AFFIDAVIT OF MEMBERS, MANAGING MEMBERS, AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY

WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by Section 608.4101(1)(a),Fla. Stat. (2004), as same may be amended from time to time)

Full name	Title(s)
Southern Homes of Broward, Inc.	Manager

hereby swear or affirm that :

1. **The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, of the Florida Limited Liability Company known as** Blue Palms Development, LLC **(Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);**
2. **There are no Members, Managing Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.**
3. **There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit,** CC04-337 **(Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability as set forth in the foregoing instrument or document.**

4. **All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit,** CC04-337 **(Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.**
5. **All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.**

President - Southern Homes of Broward, Inc.
Manager - Blue Palms Development, LLC

Signature **Title(s)**

Sworn to and subscribed before me this 3 **day of** Dec. **,** 2008 **(year) by** Gerardo Aguirre **(print name legibly), who is personally known to me or who has produced** — **(type of identification).**

(Signature of Notary Public)

MIRTA ABREU
COMMISSION # DD 575597
EXPIRES: August 10, 2010
Bonded Thru Notary Public Underwriters

(Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)

Attachment D

Owner/Agent Letter, Engineer Certification Letter, and Project Sketches

LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES

David E. Gockel, P.E., P.P.
George P. Kelley, P.E.
George E. Derrick, P.E.
Michael A. Semeraro, Jr., P.E.
Nicholas De Rosa, P.G.
Andrew J. Ciancia, P.E.
George E. Leventis, P.E.
Rudolph P. Frizzi, P.E.
Ronald A. Fuersi, C.E.A.
Colleen Costello, P.G.
Cristina M. Gonzalez, P.E.
Gerald J. Zambrella, C.E.M.

Roger A. Archabal, P.E.
Matthew E. Meyer, P.E.
R.S. Minali, M.S.

7 November 2008

Miami Dade County DERM
Class I Permitting Program
701 NW 1st Court
Miami, FL 33136

RE: Authorized Agent Statement
Class I Standard Form Permit Application Number CC-04-337
Class I Permit Application by Blue Palms Development, LLC, to fill 0.509 acres of wetlands for the construction of a residential development
North Miami Beach, Miami-Dade County, Florida
Langan Project No.: 6095801

To Whom It May Concern:

By the attached Class I Standard Form permit application with supporting documents, I, **Langan Engineering & Environmental Services** am the permit **applicant's authorized agent** and hereby request permission to perform the following: **Class I Permit Application by Blue Palms Development, LLC, to fill 0.509 acres of wetlands for the construction of a residential development.** I understand that a Miami-Dade County Class I Standard Form Permit is required to perform this work.

If approval is granted for the proposed work by the Board of County Commissioners, complete and detailed plans and calculations of the proposed work shall be prepared by an engineer registered/licensed in the State of Florida in accordance with the minimum requirements of Chapter 24 of the Code of Miami-Dade County, Florida. Said plans and calculations shall be subject to the review and approval of the Department of Environmental Resources Management. The permit applicant will secure the services of an engineer registered/licensed in the State of Florida to conduct inspections throughout the construction period, and said engineer shall prepare all required drawings of record. In the event that the proposed work which is the subject of this Class I Permit application involves the cutting or trimming of a mangrove tree(s), a detailed plan of the proposed cutting or trimming shall be prepared by a licensed landscape architect and submitted to the Department for review and approval, and the permit applicant will secure the services of a licensed landscape architect to supervise the trimming or cutting.

Sincerely,
Langan Engineering & Environmental Services

Michael A. Semeraro, P.E.
Senior Principal

Authorized Agent

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T:\Data8\6095801\Office Data\Permits\DERM 2008\20081107AuthorizedAgentLetter.doc

civil engineering • transportation
planning • construction administration

December 2, 2008

ENGINEER LETTER OF CERTIFICATION

Miami-Dade County DERM
Coastal Permitting Program
33 S.W. 2nd Avenue, Suite 400
Miami, Florida 33130-1540

RE: Class I Short/Standard Form Permit Application Number **CC04-337**, **Class I permit application by Blue Palms Development, LLC, to fill 0.509 acres of wetlands for the construction of a residential development.**

Ladies and Gentlemen:

This letter will certify that I am an engineer registered/licensed in the State of Florida, qualified by education and experience in the area of construction, and that to the best of my knowledge and belief, the proposed work does not violate any laws of the State of Florida or any provision of the Code of Miami Dade County which may be applicable, that diligence and recognized standard practices of the engineering profession have been exercised in the engineer's design process for the proposed work, and in my opinion based upon my knowledge and belief, the following will not occur:

a. Harmful obstruction or undesirable alteration of the natural flow of the water within the area of the proposed work.

b. Harmful or increased erosion, shoaling of channels or stagnant areas of water.

c. Material injury to adjacent property.

d. Adverse environmental impacts from changes in water quality or quantity. (Applicable to Class IV permits only)

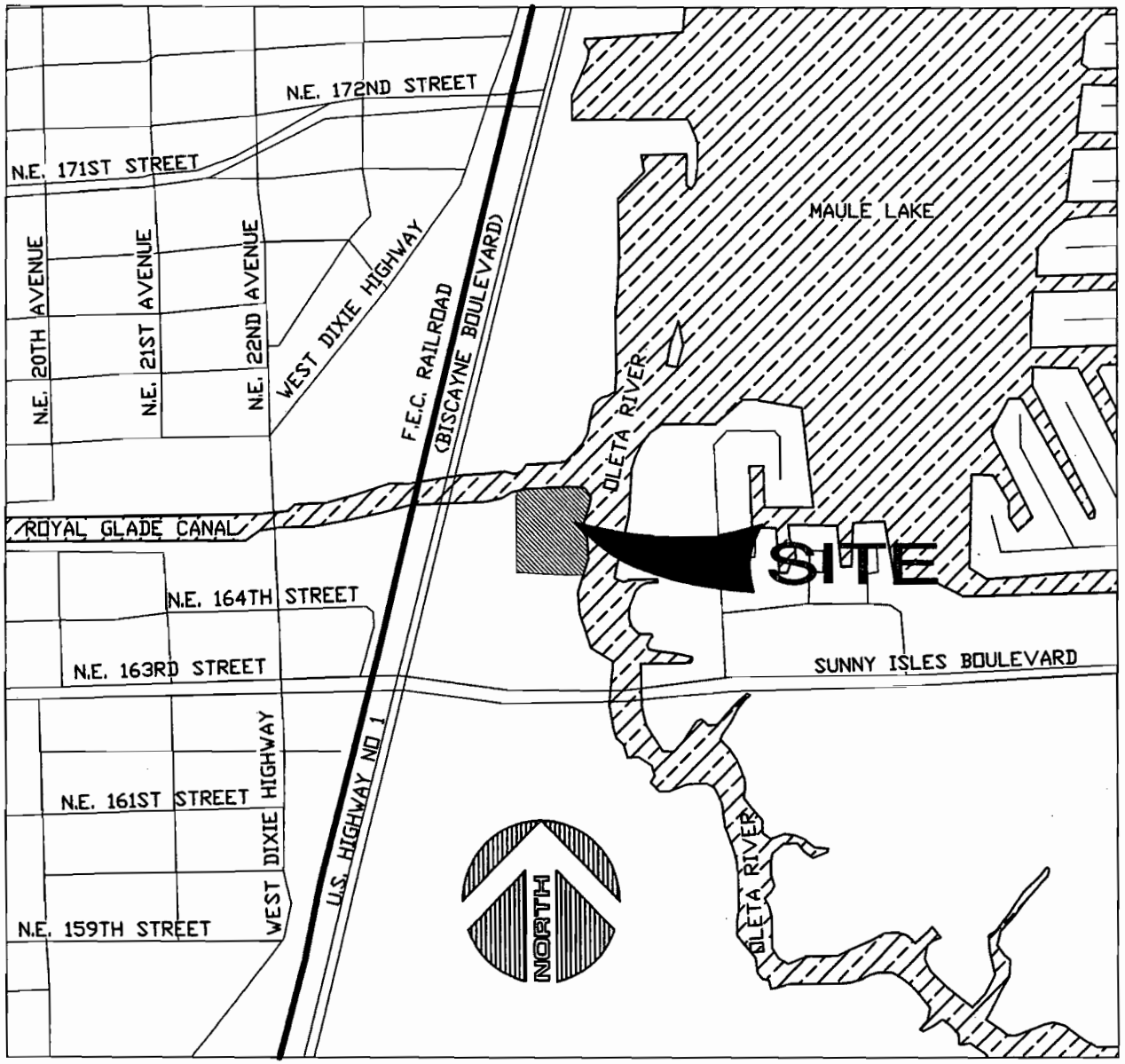
Further, I have been retained by the applicant to provide inspections throughout the construction period and to prepare a set of reproducible record prints of drawings showing changes made during the construction process based upon the marked-up prints, drawings, and other data furnished by the contractor to me.

Sincerely,

DEVELOPMENT CONSULTING GROUP, INC.

Alberto P. Herrera, P.E. 59357
Associate

development consulting group, inc.
miami-dade • 12855 sw 132 street • suite 206 • miami, florida 33186 • p-305.253.1970 • f-305.253.0897
formerly Carlos J. Balibé, P.A.

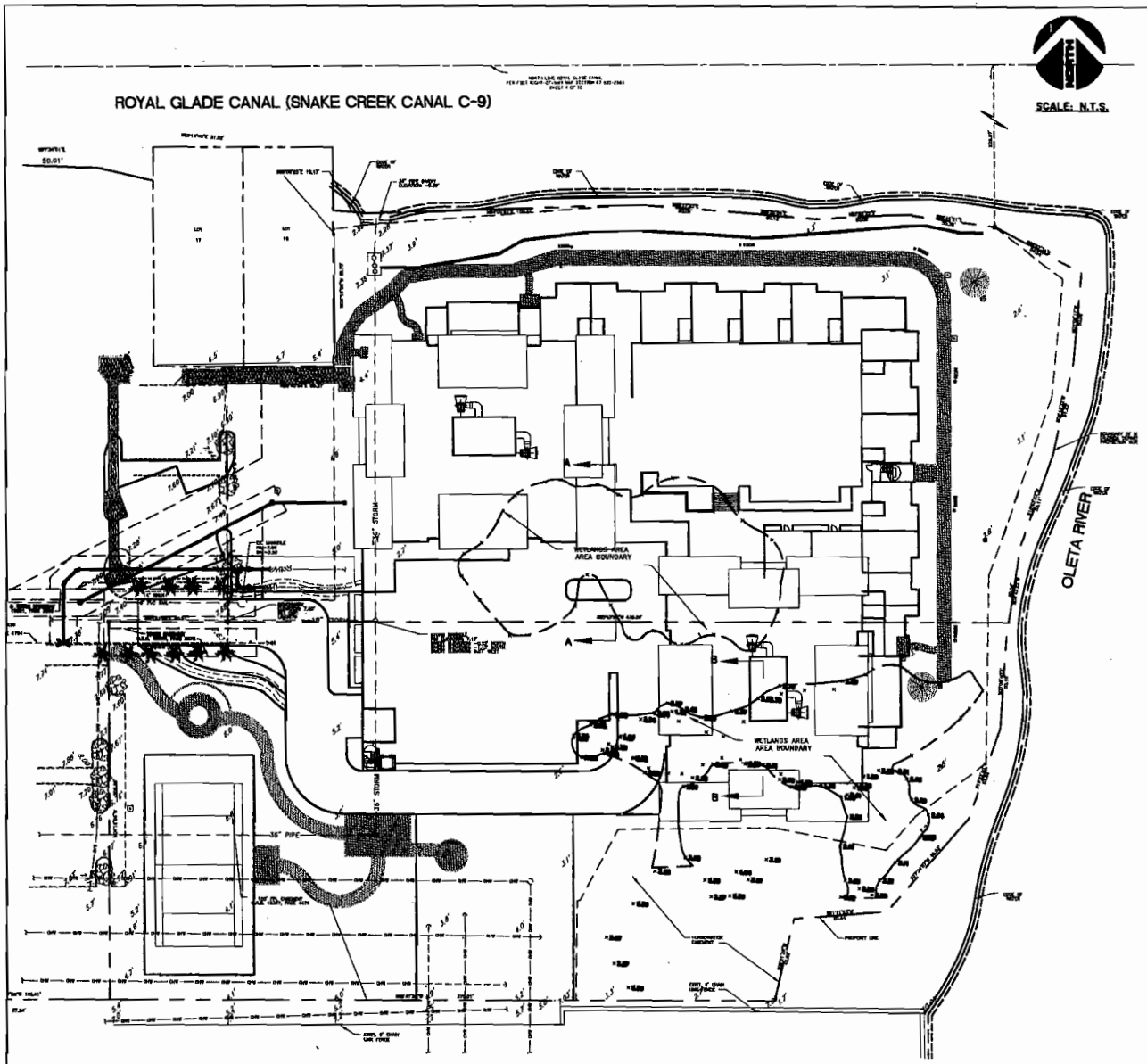


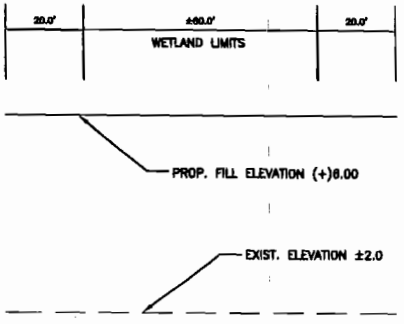
LOCATION MAP

SCALE: N.T.S.

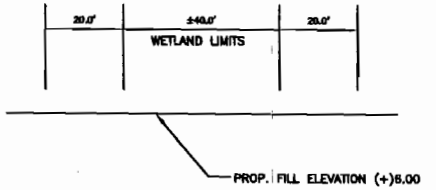
RECEIVED
NOV 08 2007
DERM
Environmental Resources Regulation Division

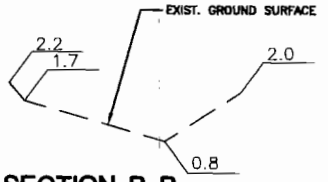
24





SECTION A-A





SECTION B-B

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION
1	10/31/09	AH	REV PER SFWMD AND MANGROVE LOCATION				

Designed by: A.P.H. Date: 3/07
Drawn by: G.H. Date: 3/07
Checked by: A.P.H. Date: 3/07

development consulting group
planning • engineering • transportation
construction administration
12855 SW 132 Street, Suite 205
Miami, Florida 33186
Phone: (305) 253-1970
Fax: (305) 253-0897
Authorization No. EB-26343

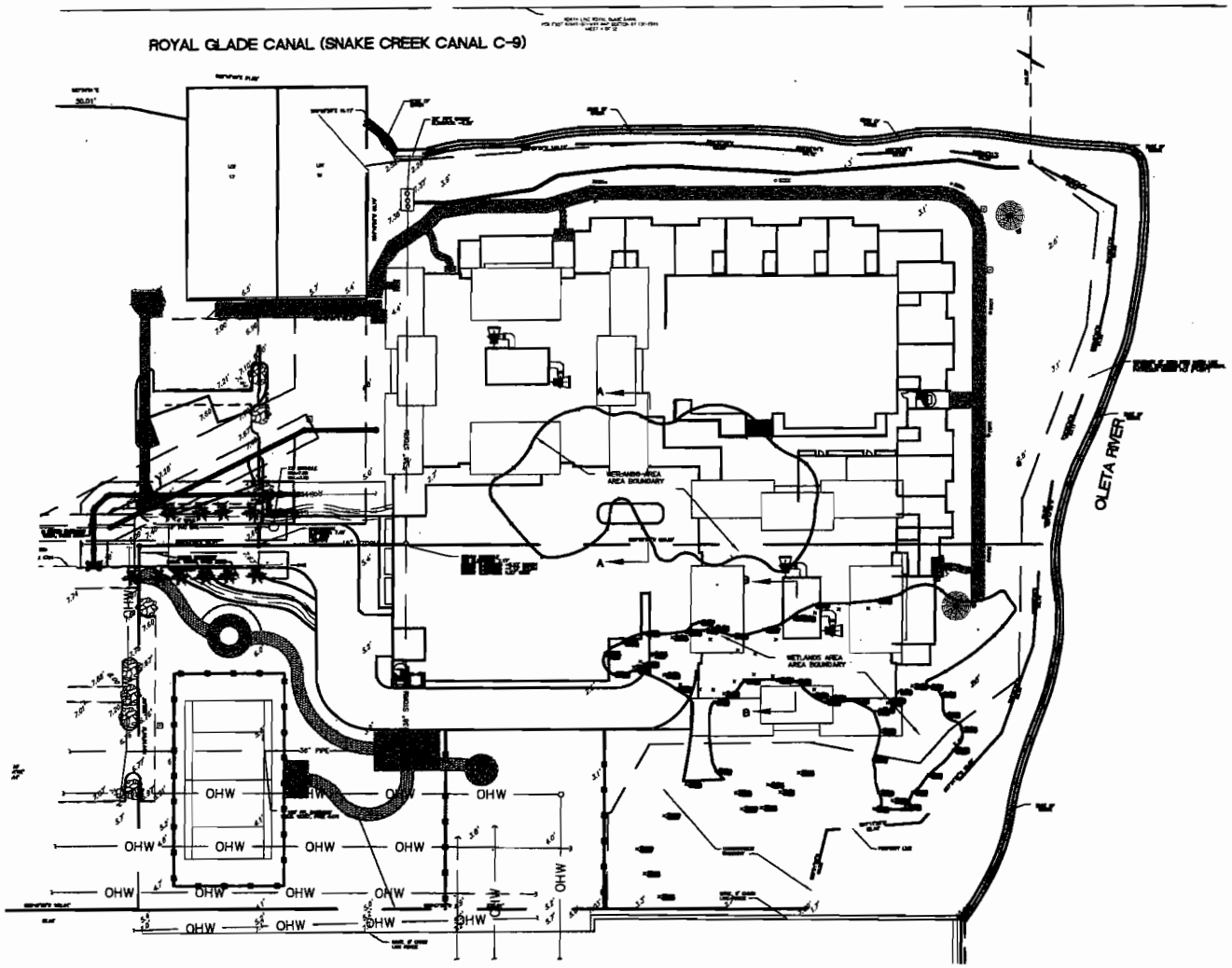
Engineer of Record: ALBERTO P. HERRERA
Date
License Number 59357
State of Florida

WETLAND EXHIBIT
PLAN

BLUE PALMS
SH COMMUNITIES

PROJECT NUMBER 250718

SHEET NUMBER 1 OF 1



dcg development consulting group
planning • civil engineering
construction management

12855 S.W. 132nd Street, Suite 206
Miami, Florida 33186
Phone: (305) 253-1970 Fax: (305) 253-0897
Authorization No. EB-26343

WETLAND EXHIBIT PLAN

PROJECT NO.: 250718

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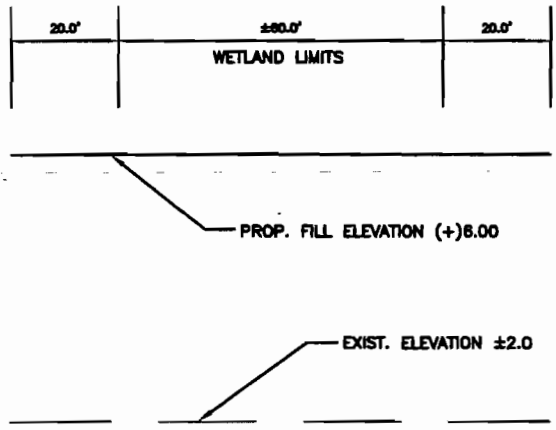
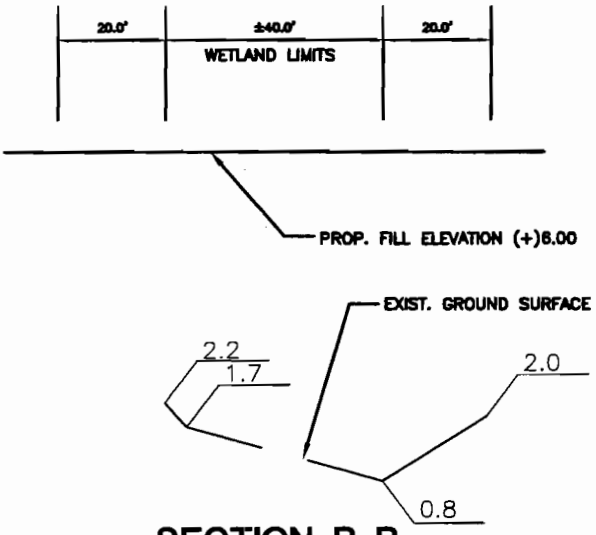


SECTION A-A



SECTION B-B

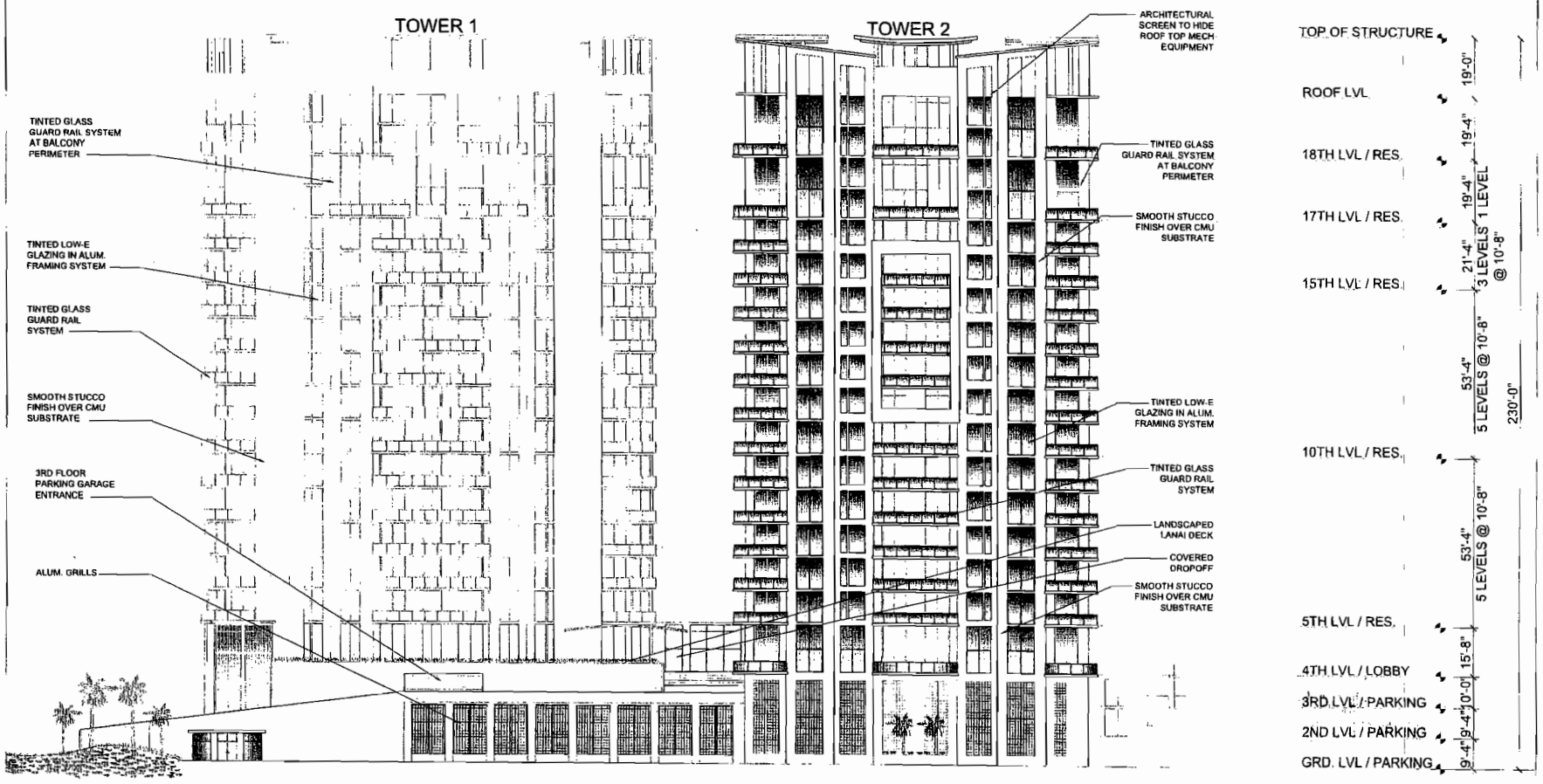
development consulting group
planning • civil engineering
construction management

12855 S.W. 132nd Street, Suite 206
Miami, Florida 33186
Phone: (305) 253-1970 Fax: (305) 253-0897
Authorization No. EB-26343

WETLAND EXHIBIT
SECTIONS

PROJECT NO.: 250718

S:\PROJECTS\250718 - Blue Palm\Drawings\Final Plans\Wetlands Cross Sections.dwg, 11/7/2008 3:10:34 PM, Adobe PDF



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

KEY PLAN
NTS

Revisions

No.	Date	Description

0458

BLUE PALMS CONDOMINIUM
15385 BISCAYNE BLVD.
NORTH MIAMI BEACH, FL

ELEVATION

Lic. # AR0012578

ARCHITECTURE & INTERIOR DESIGN
KOBI KARP

KOBI KARP

A4.02

Attachment E

Zoning Memorandum

Memorandum

MIAMI-DADE COUNTY

Date: December 3, 2008

To: Lisa Spadafina, Manager
Coastal Resources Section
Environmental Resources Management

From: Lourdes Barrelli, Biologist II
Coastal Resources Section
Environmental Resources Management

Subject: Class I Permit Application by Blue Palms Development, LLC to Fill 0.509 Acres of Wetlands for the Construction of a Residential Development

---

Pursuant to Section 24-48.2(II)(A)(7), Code of Miami-Dade County, Florida, a substantiating letter shall be submitted by the applicant stating that the proposed project does not violate any zoning laws. Said letter will be submitted after approval by the Miami-Dade County Board of County Commissioners and prior to issuance of the Class I Permit.

Attachment F

Names and Addresses of Owners of All Riparian or Wetland Property Within Three Hundred (300) Feet of the Proposed Work

Utilisez le gabarit 5164MC
1-800-GO-AVERY
AVERY® 5164MC

BISCAYNE OFFICE CENTER LLC
2875 NE 191 ST #300
AVENTURA, FL 33180-2806

BISCAYNE COVE LLC
10 NW 42 AVE SUITE 700
MIAMI, FL 33126-5473

MIAMI DADE COUNTY
DERM-EEL
33 SW 2 AVE
MIAMI, FL 33130-1501

MIAMI-DADE COUNTY
PARKS AND RECREATION
275 NW 2 ST 4FL MIAMI FL
33128-1794

JACQUELINE H BAILES TR
6212 DARTMOOR CT
ORLANDO, FL 32819

FLA POWER & LIGHT CO
ATTN PROPERTY TAX DEPT
PO BOX 14000
JUNO BEACH, FL 33408

29

Jam and Smudge Free Printing
Use Avery® TEMPLATE 5164™
1-800-GO-AVERY
www.avery.com
AVERY® 5164™

BISCAYNE OFFICE CENTER LLC
2875 NE 191 ST #300
AVENTURA, FL 33180-2806

C & S FLA FLOOD CONTL DIST
3301 GUN CLUB RD
W PALM BEACH, FL 33416

BISCAYNE COVE LLC
10 NW 42 AVE SUITE 700
MIAMI, FL 33126-5473

FLA POWER & LIGHT CO
ATTN PROPERTY TAX DEPT
PO BOX 14000
JUNO BEACH, FL 33408

MIAMI DADE COUNTY
DERM-EEL
33 SW 2 AVE
MIAMI, FL 33130-1501

MIAMI-DADE COUNTY
PARKS AND RECREATION
275 NW 2 ST 4FL MIAMI FL
33128-1794

JACQUELINE H BAILES TR
6212 DARTMOOR CT
ORLANDO, FL 32819

Jam and Smudge Free Printing
Use Avery® TEMPLATE 5164™

C & S FLA FLOOD CONTL DIST
3301 GUN CLUB RD
W PALM BEACH, FL 33416

RECEIVED
APR 30 2008
DERM
Environmental Resources Regulation Division

30

Attachment G

Everglades Mitigation Bank Credit Purchase Agreement

CC04-337

EVERGLADES MITIGATION BANK
MITIGATION CREDIT PURCHASE AND SALE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AND SALE AGREEMENT ("**Agreement**") is made on this 13 day of October 2006, by and between Florida Power & Light Company, a Florida corporation ("**FPL**") and Blue Palms Development, LLC, a Florida limited liability company ("**Purchaser**").

WITNESSETH

WHEREAS, FPL has obtained authorization to construct and maintain the Everglades Mitigation Bank, located in Miami-Dade County, Florida ("**Mitigation Bank**"); and

WHEREAS, FPL has obtained Mitigation Bank Permit Nos. 132622449, 132637449 and 0193232-001 from the Florida Department of Environmental Protection ("**FDEP**"), pursuant to Chapter 62-342, Florida Administrative Code ("**FDEP Permits**"); Permit Nos. 199500155 (IP-GS) and SAJ-1995-155 (IP-TKW) from the U.S. Army Corps of Engineers ("**ACOE**") pursuant to the Clean Water Act Section 404, 33 U.S.C. §1344 ("**ACOE Permit**"); and Permit No. CC96-303/FW95-035 from the Miami-Dade County Department of Environmental Resources Management ("**DERM Permit**") to construct, operate, manage, and maintain the Mitigation Bank, and to transfer credits from the Mitigation Bank ("**Mitigation Credits**") to satisfy the mitigation requirements of third parties; and

WHEREAS, for the benefit of the Purchaser, Purchaser is in the process of obtaining Permit No. CC98-404/FW99-065 ("**Purchaser's Permit**") from the Miami-Dade County Department of Environmental Resources Management ("**Agency**") to impact wetlands under that agency's regulatory jurisdiction, which requires the Purchaser to provide mitigation.

WHEREAS, the Purchaser is in the process of obtaining Agency approval or the Agency has approved the use of Mitigation Credits from the Mitigation Bank to fulfill the mitigation requirements of Purchaser's Permit;

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

1. **Purchase Price**.

FPL hereby agrees to allocate to Purchaser .03 Saltwater Credits in the Mitigation Bank to totally fulfill the mitigation requirements of the Purchaser's Permit in consideration of a total sum of Two Thousand Four Hundred Dollars ($2400.00) ("**Purchase Price**"), payable in U.S. dollars in cash or immediately available funds by the Purchaser upon the execution of this Agreement, to be held by FPL pending closing in accordance with Paragraph 5 herein.

2. **FPL's Obligations under this Agreement**.

a. FPL shall cooperate with the Purchaser and with Agency and other applicable regulatory agencies to facilitate and expedite the transfer of the Mitigation Credits to the Purchaser to fulfill the mitigation requirements of Purchaser's Permit. The Mitigation Credits set forth in this Agreement shall not offset any mitigation by Purchaser that may be required by the ACOE.

b. Upon closing, FPL shall assume the responsibility for fulfilling the mitigation requirements of Purchaser's Permit. This responsibility will be met by FPL's compliance with the terms and conditions of its FDEP Mitigation Bank Permits, ACOE Permit, and DERM Permit. Except as provided in Paragraph 3 below, FPL bears no responsibility or obligation relating to Purchaser's efforts to secure all necessary construction permits.

3. **Credit Purchase Conditioned on Agency Approval of Use of Mitigation Credits as Mitigation**.

Purchase of the Mitigation Credits under this Agreement is conditioned on the Purchaser obtaining the approval of the Agency for the use of the Mitigation Credits to fulfill the mitigation requirements of Purchaser's Permit. If the Purchaser does not provide to FPL, within one hundred and eighty (180) days of the date of this Agreement, the Purchaser's Permit as required for FPL to withdraw Mitigation Credits from the Mitigation Bank as provided in Paragraph 4 below, FPL shall retain the Purchase Price and this Agreement shall terminate with no further obligation of either party to the other, unless Purchaser's inability to provide the Purchaser's Permits is due to the Agency's denial of Purchaser's Permit, in which case, Purchaser shall be entitled to receive a refund of the Purchase Price paid. A "denial" shall be deemed to occur in the event the Agency's governing body with the authority to approve or deny the Purchaser's Permit has taken final agency action.

4. **Withdrawal of Credits**.

Upon Purchaser providing to FPL the Purchaser's Permit, FPL shall submit a Mitigation Credit withdrawal request to the FDEP pursuant to the Mitigation Credit withdrawal process established in the FDEP Mitigation Bank Permits.

After obtaining approval of the Mitigation Credit withdrawal as provided in the FDEP Mitigation Bank Permits, FPL, at closing, shall provide to the Purchaser a Certificate to evidence the transfer of the Mitigation Credits from FPL to the Purchaser ("**Mitigation Credit Certificate**").

5. **Transfer of Credits to Purchaser**.

The closing of the sale of the Mitigation Bank Credits to the Purchaser and Purchaser's Payment of the Purchase Price to FPL will take place within fifteen (15) days of FPL's receipt of approval of the Mitigation Credit withdrawal, unless extended by other provisions of this Agreement. The closing shall be held at the offices of Florida Power & Light Company, 700 Universe Boulevard, Juno Beach, Florida 33408, or at a mutually agreed upon

location. At the closing of the sale, FPL shall retain the Purchase Price and deliver to Purchaser a Mitigation Credit Certificate.

6. **Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7. **Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

8. **Notices.**

All notices required or remitted by the Agreement shall be in writing and shall be sent by Certified or Registered Mail, by national overnight courier service, or hand-delivered to the address below. Notices shall be deemed delivered and given when mailed, if mailed; or upon receipt, if delivered by hand or by courier.

Notices to FPL shall be sent to:	Florida Power & Light Company P.O. Box 14000 Juno Beach, FL 33408 Attn: Geoffrey West
Notices to Purchaser shall be sent to:	Hector Garcia Blue Palms Development, LLC 12900 SW 128th Street #200 Miami, FL 33186 Telephone: (305) 971-0102

9. **No Third Party Beneficiaries.**

This Agreement does not confer any benefits to persons or entities whom are not either (a) parties to this Agreement, or (b) successors and permitted assigns of the parties to this Agreement.

10. **Remedies.**

Purchaser's failure to pay the full Purchase Price due under this Agreement and provide the Purchaser's Permit within the time periods required herein shall constitute the Purchaser's default of this Agreement. In the event of Purchaser's default hereunder, FPL shall be entitled to terminate the Agreement and retain the Purchase Price and all Mitigation Credits reserved or withdrawn on Purchaser's behalf. If FPL defaults hereunder, Purchaser's sole remedy shall be to terminate this Agreement and obtain a refund of the Purchase Price paid. The parties agree and acknowledge that FDEP, the ACOE, and DERM have exclusive jurisdiction to

enforce FPL's compliance with the terms and conditions of their respective permits authorizing the Mitigation Bank, and Purchaser agrees it shall not be entitled to sue FPL, and hereby covenants not to sue FPL, to enforce compliance with the terms and conditions of the FDEP Mitigation Bank Permits, ACOE Permit, or DERM Permit.

11. **Disputes**.

In connection with any legal proceeding between FPL and Purchaser brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' and paralegals' fees incurred by said prevailing party in such proceedings, including all costs, expenses, and reasonable attorneys' and paralegals' fees incurred on appeal, in administrative proceedings or in any arbitration.

12. **Brokers**.

Purchaser and FPL represent to each other that neither they nor anyone on their behalf has dealt with or consulted with any broker, agent, or other person in connection with this matter, and that no commission or finder's fee will be payable as a result of the execution of this Agreement or the consummation of the transaction contemplated hereby. In the event a broker, agent, or other person claims to have dealt with one of the parties contrary to the foregoing representation, the party with whom the broker, agent, or other person claims to have dealt or consulted agrees to indemnify and hold the other party harmless against any such claims or demands, including reasonable attorneys' fees and costs incurred by such other party.

13. **Construction**.

This Agreement shall not be construed more strictly against one party than the other by virtue of the fact that it was prepared by counsel for one of the parties.

14. **Interpretation**.

In the interpretation of this Agreement, a single number includes the plural, the words "person" and "party" include corporations, partnerships, firms or associations whenever the context so requires. Captions of paragraphs and sections are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify or amplify or limit the scope or content of the interpretation, construction or meaning of the provisions of this Agreement.

15. **Confidentiality**.

The terms of this Agreement are confidential and may not be disclosed to third parties except as provided by law or with the written permission of FPL and Purchaser.

16. **Waiver of Jury Trial**.

Purchaser knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of Purchaser.

17. **Entire Agreement**.

The terms and conditions of this Agreement constitute the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended, modified or altered only by the written agreement of the parties. This Agreement supersedes any and all previous oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

FPL:
Florida Power & Light Company,
A Florida corporation

By: _____
Stephen M. Reuwer, Director of
Corporate Real Estate

Date: _____

Purchaser:
Blue Palms Development, LLC
A Florida limited liability company

By its managing member:
Southern Homes of Broward, Inc.
A Florida corporation

By: _____
Hector Garcia, Director & CEO

Date: 10/9/06

Vendor ID: 153000 FPL 013 Blue Palms Development, LLC 9/8/2006

Ref Nbr	Invoice Nbr	Invc Date	Invoice Desc	Invoice Amount	Amount Paid	Net Check Amt
062398	CC98-404	09/08/06	FW99-065	2,400.00	2,400.00	2,400.00

Check No: 001298

Bank of America

63-4/630 FL

Check # 001298

Check Date	Check Amount
9/8/2006	*******$2,400.00

Blue Palms Development, LLC
12900 SW 128 STREET
SUITE 100
MIAMI, FL 33186

Two Thousand Four Hundred and 00/100----------

PAY TO THE ORDER OF FPL
General Mail Facility
Miami, FL 331880001

Authorized Signature

DERM PERMIT NUMBER
CC98-404/FW 99-065

⑈001298⑈ ⑆063000047⑆ 005495583917⑈

Details on back. Security Features Included.

37

Attachment H

Board Order 99-38 from the Miami-Dade County Environmental Quality Control Board

[redacted]

ORR. REC. 18791 PG 45

99R489256 1999 SEP 22 09:28

BEFORE THE MIAMI-DADE COUNTY
ENVIRONMENTAL QUALITY CONTROL BOARD

IN RE: : **Board Order No.** 99-38
:
:
LEF/North Miami Beach LLC :

THIS MATTER came before the Board as a request by Petitioner, LEF/North Miami Beach LLC, for a variance from the requirements of Section 24-58.3(B) of the Code of Miami-Dade County, Florida. Said Code Section requires that any dredging or filling work proposed in Class I Permit applications comply with at least one of six specific criteria. The Petitioner proposes to develop the subject property in a manner that is not consistent with any of the criteria contained therein. Therefore, DERM staff would not recommend approval of the required Class I Permit to the Board of County Commissioners. The property is located at 16375 Biscayne Boulevard, Miami-Dade County, Florida and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 24-58.3 of the Code of Miami-Dade County, Florida requires that in addition to applicable evaluation factors set forth in Section 24-58.3(A)(1-9), dredging or filling work proposed in Class I permit applications shall comply with at least one of the six listed criteria in Section 24-58.3(B).

The Board finds that the property consists of uplands adjacent to Biscayne Boulevard and contains, approximately 0.270 acres of freshwater wetlands and 0.165 acres of coastal wetlands which are adjacent to the Oleta River. The Board also finds that the Petitioner is proposing to develop the subject property for restaurants, stores and parking areas and is seeking joint Class I/Class IV, permits to fill both freshwater and coastal wetlands. The Board also finds that the Petitioner shall either modify the project to avoid filling coastal wetlands and obtain a Class IV permit or obtain a variance to Section 24-58.3(B) in order to obtain the joint Class I/Class IV permits.

The Board also finds that the dredging and filling involved in the construction of "Restaurant F", as depicted in the plans submitted along with this request, in coastal wetlands does not meet any of the criteria in Section 24-58.3(B) as listed below:

1. Minimum dredging and spoiling for public navigation or public necessity

2. An alteration of physical conditions as may be necessary to enhance the quality or utility of adjacent waters

3. Minimum dredging and filling for the creation and maintenance of marinas, piers, docks and attendant navigational channels

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OFF. REC. 18791 PG 46

4. Minimum dredging and filling as is necessary for the elimination of conditions hazardous to the public health or for the elimination of stagnant waters

5. Minimum dredging and filling as is necessary to enhance the biological, chemical or physical characteristics of adjacent waters

6. A physical modification necessary to protect public or private property.

In addition, Section 24-58 requires that potential adverse environmental impacts and cumulative adverse environmental impacts for a proposed project be minimized. The Board finds that the Petitioner has worked with DERM to reduce impacts by modifying the project. However, the Board finds that additional practicable modifications to the project could further reduce impacts associated with the construction of Restaurant "F" and the baywalk. The baywalk is required as part of the approval from the Miami-Dade County Shoreline Development Review Committee.

The Board finds that the South Florida Water Management District (SFWMD) is requiring that the Petitioner place a conservation easement over high quality mangrove wetlands along the north, east and south shorelines of the property which includes a mandatory, minimum 15 foot, average 25 foot buffer area between the landward extent of wetlands and any fill or structures. The Board also finds that the SFWMD has not approved the proposed conservation easement in part due to the Petitioner's failure to provide the minimum required buffer area. The southeast corner of Restaurant F (proposed in the 0.165 acre coastal wetland area) extends within the proposed conservation easement area required by the SFWMD. Additionally, the plans indicate that at one point, a service road to Restaurant F is as close as 3.5 feet from the conservation easement boundary. The Board further finds that DERM is concerned that further encroachment into the easement will occur as a result of sloping of the road once the property is filled to the required flood elevation. This problem is also evident where the baywalk is proposed on the eastern side of the property.

The Board finds that the Petitioner has agreed to revise the site plan to avoid impacts to the high quality mangrove wetlands and to provide a minimum 15-foot, average 25-foot buffer. The Petitioner has also agreed to place a conservation easement on both the buffer area and high quality mangrove wetlands. The Petitioner also agrees to relocate the bay walk further landward than proposed in order to achieve the required buffer to wetlands. In addition, the Petitioner agrees to construct retaining walls in those areas that abut or are adjacent to the boundary of the conservation easement area to avoid encroachment into the protected area.

The Board finds that based on the further reduction of impacts described above, all high quality coastal wetlands would be preserved. Only a small, degraded portion of coastal wetlands impacted by previous excavation work, associated with a project approved by DERM in 1994 that resulted in the removal of buried waste and debris, would be lost as a result of the proposed development. These degraded coastal wetlands have reduced habitat values. The Petitioner has agreed to perform off-site mitigation at the Florida Power & Light (FPL) Everglades Mitigation Bank for wetland impacts that can be permitted and that the off site mitigation will adequately compensate for the loss of the degraded wetland area.

40

OFF. REC. 18791 PG 47

Finally, the Board finds that based on the foregoing, granting the requested variance will not be detrimental to the public health, welfare and safety, will not create a nuisance and will not materially increase the level of pollution in this County.

ACCORDINGLY, IT IS

ORDERED AND ADJUDGED that based upon the evidence and testimony presented and the foregoing findings, Petitioner's requested variance be and the same is hereby granted, subject to the following conditions:

1. Petitioner shall provide the required 15 foot minimum, 25 foot average buffer (no structures or fill may be located in the required buffer area) between the fill pad (or any structures) and the landward extent of jurisdictional wetlands to be preserved along the north, east, and south sides of the property,

2. Petitioner shall relocate the baywalk to accommodate the required buffer area,

3. Petitioner shall preserve the wetlands south of restaurant "F", as depicted in the plans submitted along with the request, and the wetlands along the canal and the Oleta River as well as the buffer area and the baywalk area, and to record a conservation easement or submit a restrictive covenant approved by DERM to insure that these areas are protected and maintained in perpetuity.

4. Petitioner shall preserve and maintain the wetlands south of restaurant "F" and the wetlands along the canal and the Oleta River, as well as the buffer area and baywalk area free of exotic vegetation and litter, trash and any other debris, at all times.

5. Petitioner shall obtain DERM approval prior to planting for all plant material proposed in the areas subject to the conservation easement or restrictive covenant,

6. Petitioner shall eliminate further impacts as necessary through the construction of retaining walls (or functional equivalent) where roads, buildings, parking areas, etc. are proposed to abut or be located adjacent to the buffer or wetlands.

7. Petitioner shall seek and obtain approval from the EQCB for additional coastal wetland impacts not part of this variance request, and

8. Petitioner shall submit revised site plans for approval by DERM and the Miami-Dade County Shoreline Development Review Committee prior to performing and dredging, filling or construction activities on the parcel where restaurant "F" is currently proposed.

Done and Ordered this 22 day of [illegible], 1999 in Miami-Dade County, Florida.

41

OFF. REC. 1879 PG 48

John Pistorino, P.E.
Chairman

FILING AND ACKNOWLEDGEMENT

Filed on this 22 day of July, 1999 with the Secretary of the Board as Clerk of the Environmental Quality Control Board, receipt of which is hereby acknowledged and the seal of the Board affixed below.

John W. Renfrow, P.E.
Secretary and Clerk

SEAL

Approved as to form and legal sufficiency:

Robert A. Ginsburg
County Attorney
Attorney for the Board

Peter S. Tell
Assistant County Attorney

42

OFF. REC. 1879 PG 49

EXHIBIT "A" (Page 1 of 3)

LAND DESCRIPTION
PARCEL E
NORTH MIAMI BEACH VILLAGE

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 (NE1/4) OF THE NORTHEAST 1/4 (NE1/4) OF SECTION 16, TOWNSHIP 52, SOUTH, RANGE 42 EAST, LYING SOUTH OF THE ROYAL GLADE CANAL, WEST OF THE OLETA RIVER AND EAST OF STATE ROAD NO. 5; BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE LOT 5, R.E. MCDONALDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PG. 63, MIAMI-DADE COUNTY PUBLIC RECORDS WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 5, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP THEREOF, SECTION NUMBER 87030-2569 (SHEET 4 OF 12), DATED: MARCH 12, 1992;

THENCE NORTH 85°50'21" EAST, 463.07 FEET;

THENCE NORTH 03°30'40" WEST, 272.23 FEET;

THENCE NORTH 85°47'58" EAST, 97.24 FEET;

THENCE NORTH 04°16'04" WEST, 206.66 FEET;

THENCE NORTH 85°43'56" EAST, 65.82 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 04°16'04" WEST, 139.70 FEET;

THENCE NORTH 85°40'54" EAST, 59.37 FEET;

THENCE NORTH 04°19'06" WEST, 85.70 FEET TO THE SOUTH BOUNDARY OF ROYAL GLADES CANAL, PER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MEAN HIGH WATER FILE #1451;

THENCE SOUTH 89°58'25" EAST, 19.17 FEET;

THENCE NORTH 84°00'57" EAST, 150.12 FEET;

THENCE NORTH 89°37'33" EAST, 50.09 FEET;

THENCE SOUTH 89°55'04" EAST, 50.12 FEET;

OFF. REC. 18791 PG 50

EXHIBIT "A" (Page 2 of 3)

THENCE NORTH 82°52'22" EAST, 50.08 FEET;

THENCE SOUTH 86°44'21" EAST, 50.38 FEET;

THENCE SOUTH 66°52'34" EAST, 54.54 FEET, TO A POINT ON THE WESTERN BOUNDARY OF OLETA RIVER, PER THE AFOREMENTIONED MEAN HIGH WATER SURVEY #1451;

THENCE SOUTH 01°06'17" WEST, 50.08 FEET;

THENCE SOUTH 08°42'32" WEST, 51.22 FEET;

THENCE SOUTH 15°53'22" WEST, 53.11 FEET;

THENCE SOUTH 04°43'22" WEST, 43.02 FEET;

THENCE SOUTH 85°43'56" WEST, 435.58 FEET, TO THE POINT OF BEGINNING;

BEING IN THE CITY OF NORTH MIAMI BEACH, FLORIDA AND CONTAINS 2.240 ACRES, MORE OR LESS.

OFF. REC. 1879 PG 51

EXHIBIT "A" (Page 3 of 3)

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

LAND DESCRIPTION
PARCEL F
NORTH MIAMI BEACH VILLAGE

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 (NE1/4) OF THE NORTHEAST 1/4 (NE1/4) OF SECTION 16, TOWNSHIP 52, SOUTH, RANGE 42 EAST, LYING SOUTH OF THE ROYAL GLADE CANAL, WEST OF THE OLETA RIVER AND EAST OF STATE ROAD NO. 5; BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE LOT 5, R.E. MCDONALDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PG. 63, MIAMI-DADE COUNTY PUBLIC RECORDS WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 5, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANS PORTATION RIGHT-OF-WAY MAP THEREOF, SECTION NUMBER 87030-2569 (SHEET 4 OF 12), DATED: MARCH 12, 1992;

THENCE NORTH 85°50'21" EAST, 463.07 FEET;

THENCE NORTH 03°30'04" WEST, 272.23 FEET;

THENCE NORTH 85°47'58" EAST, 97.24 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 04°16'04" WEST, 206.66 FEET;

THENCE NORTH 85°43'56" EAST, 501.40 FEET TO THE WEST BOUNDARY OF THE OLETA RIVER, PER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MEAN HIGH WATER FILE #1451;

THENCE SOUTH 04°43'22" WEST, 7.54 FEET;

THENCE SOUTH 00°08'45" EAST, 50.10 FEET;

THENCE SOUTH 15°22'48" WEST, 52.94 FEET;

THENCE SOUTH 37°34'57" WEST, 68.52 FEET;

THENCE SOUTH 81°11'23" WEST, 52.44 FEET;

THENCE SOUTH 09°21'26" WEST, 45.92 FEET;

THENCE SOUTH 85°47'58" WEST, 370.01 FEET, TO THE POINT OF BEGINNING;

BEING IN THE CITY OF NORTH MIAMI BEACH, FLORIDA AND CONTAINS 2.171 ACRES, MORE OR LESS.

LESS AND EXCEPT THE PROPERTY DESCRIBED ON EXHIBIT "B"

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Attachment I

Board Order 05-19 from the Miami-Dade County Environmental Quality Control Board

CFN 2005R0554312
OR Bk 23425 Pgs 3964 - 3968I (5pgs)
RECORDED 06/01/2005 08:16:34
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

BEFORE THE MIAMI-DADE COUNTY
ENVIRONMENTAL QUALITY CONTROL BOARD

IN RE:	:	**Board Order No.** 05-19
	:	
	:	
Blue Palm Development, Inc.	:	

THIS MATTER came before the Board as a request by Petitioner, Blue Palm Development, Inc., for a variance from the requirements of Section 24-48.3(2) of the Code of Miami-Dade County, Florida. The request is to allow the filling of wetlands that support halophytic vegetation for the construction of a residential development. The subject property is located at 16375 Biscayne Boulevard, North Miami Beach, Florida and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 24-48.3(2) of the Code requires that in addition to applicable evaluation factors set forth in Section 24-48.3(1)(a-j), dredging or filling work proposed in Class I permit applications shall comply with at least one of the following six (6) listed criteria in Section 24-48.3(2):

(a) minimum dredging and spoiling for public navigation or public necessity.

(b) an alteration of physical conditions as may be necessary to enhance the quality or utility of adjacent waters.

(c) minimum dredging and filling for the creation and maintenance of marinas, piers, docks and attendant navigational channels.

(d) minimum dredging and filling as is necessary for the elimination of conditions hazardous to the public health or for the elimination of stagnant waters.

(e) minimum dredging and filling as is necessary to enhance the biological, chemical or physical characteristics of adjacent waters.

(f) a physical modification necessary to protect public or private property.

The Board finds that the Petitioner proposes to construct two condominium buildings and associated facilities on the subject property. The Board also finds the proposed land use does not comply with any of the above mentioned criteria.

The Board finds that the subject property was previously owned by LEF/North Miami Beach L.L.C., which, in 1999, obtained a variance from the aforementioned Code Section, which was granted by Board Order No.99-38. Subsequently, a Joint Class I/Class IV Permit was obtained to fill both freshwater and coastal wetlands on the site, to allow a commercial development. The Joint Class I/Class IV Permit expired prior to LEF/North Miami Beach, L.L.C. developing the eastern portion of that property and which contained wetlands and prior to Blue Palms Development, Inc. purchasing the subject property. The Board also finds that the Petitioner, Blue Palms Development, Inc. has, at the present time, applied for a Class I permit for authorization to fill the subject wetlands for construction of a residential condominium and that approximately six (6) years have elapsed since DERM's original site assessment. The Board also finds that a recent site assessment revealed that halophytic wetlands plant species occur in all jurisdictional wetland areas and as such, only a Class I Permit, not a Joint Class I/Class IV Permit, shall be required to fill the wetlands.

The Board finds that the previously issued Joint Class I/Class IV Permit included a requirement to execute a restrictive covenant running with the land in favor of Miami-Dade County that required preservation of the mangrove shoreline, including an upland vegetated buffer, and a high quality mangrove wetland located at the southeast corner of the property. Additionally, the Board finds that the Petitioner is obligated to construct a baywalk landward of the boundaries of the Conservation Easement to provide public access to the shoreline as part of the site plan approval from the Shoreline Development Review Committee.

The Board also finds that the Petitioner proposed the following in an attempt to avoid or minimize potential and cumulative adverse impacts to the area.

- Design the footprint of the building and associated facilities landward of the wetlands which are protected under the existing restrictive covenant,
- Revise the site plan to avoid impacts to the high quality mangrove wetlands and to provide a minimum 15-foot, average 25-foot buffer,
- Record a conservation easement on both the buffer area and high quality mangrove wetlands,
- Relocate the baywalk further landward than proposed if necessary to achieve the required buffer distance from the wetlands, and
- Construct retaining walls in those areas that abut or are adjacent to the boundary of the conservation easement area to avoid encroachment into the protected area.

The Board finds that based upon the reduction of impacts described above, all high quality wetlands will be avoided and that only approximately 0.46 acres of wetlands would be filled by the proposed development. The Board further finds that most of the proposed impacts have already been mitigated through the purchase of mitigation bank credits at the FPL Everglades Mitigation Bank; therefore, the remaining portion of the wetlands proposed for impact shall be mitigated through the purchase of additional mitigation bank credits.

Finally, the Board finds that, based upon the evidence and testimony presented and the foregoing findings, granting the requested variance to allow the Petitioner to fill wetlands for the construction of a residential condominium and associated facilities will not be detrimental to the public health, welfare and safety, will not create a nuisance, and will not materially increase the level of pollution in this County.

ACCORDINGLY, IT IS

ORDERED AND ADJUDGED, based upon the evidence and testimony presented and the foregoing findings, Petitioner's request for a variance from the requirements of Section 24-48.3(2) of the Code be and the same is hereby granted, subject to the following conditions:

1. The Petitioner shall provide the required fifteen (15) foot minimum, twenty five (25) foot average buffer area between the fill pad or any structures and the landward extent of jurisdictional wetlands to be preserved along the north, east, and south sides of the subject property. No structures or fill shall be located within the required buffer area.

2. The Petitioner shall provide a retaining wall or functional equivalent structure as approved by DERM, where necessary in order to maintain the required fifteen (15) foot minimum, twenty five (25) foot average buffer between the fill pad or any structures and the landward extent of jurisdictional wetlands to be preserved along the north, east, and south sides of the subject property.

3. The Petitioner shall relocate the proposed baywalk to provide the required buffer area in those locations where no retaining wall or functional equivalent is approved by DERM.

4. The Petitioner shall comply with the conditions of the restrictive covenant running with the land in favor of Miami-Dade County, Florida recorded under CFN 2001 R260 382, Official Record 19676, Pages 2993, 2994 and 2995 in the Public Records of Miami-Dade County.

5. The Petitioner shall record the conservation easement required by the South Florida Water Management District and comply with the conditions of the District's Environmental Resource Permit and easement.

6. The Petitioner shall obtain DERM approval prior to planting for all plant material proposed in the areas subject to the conservation easement and the restrictive covenant.

7. The Petitioner shall provide additional mitigation for any proposed impacts not previously mitigated for under Class I Permit CC98-404.

Done and Ordered this 15th day of April, 2005 in Miami-Dade County, Florida.

Claire Bradshaw Sidran

Claire Bradshaw-Sidran, Ph.D.
Chairperson

FILING AND ACKNOWLEDGEMENT

Filed on this 15th day of April, 2005 with the Secretary of the Board as Clerk of the Environmental Quality Control Board, receipt of which is hereby acknowledged and the seal of the Board affixed below.

John W. Renfrow

John W. Renfrow, P. E.
Secretary and Clerk

SEAL

Approved as to form and legal sufficiency:

Robert A. Ginsburg
County Attorney
Attorney for the Board

Peter Tell

Peter Tell
Assistant County Attorney

Exhibit "A"

Tracts E and F, of North Miami Beach Place, according to the plat thereof, recorded in Plat Book 155, Page 86 of the Public Records of Miami-Dade County, Florida.

Attachment J

Restrictive Covenant Running with the Land in Favor of Miami-Dade County

01R260382 2001 MAY 21 16:02

COVENANT RUNNING WITH THE LAND OF LEF/NORTH MIAMI BEACH VILLAGE, L.L.C., IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING THE PROTECTION AND MANAGEMENT OF THE ENVIRONMENTALLY-PROTECTED MANGROVE WETLANDS AND ADJACENT COASTAL BUFFER AT THE NORTH MIAMI BEACH VILLAGE LOCATED AT 16375 BISCAYNE BOULEVARD, NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA.

The undersigned, LEF/North Miami Beach Village, L.L.C., being the owner of a parcel of real property legally described as set forth in Exhibit A (including Conservation Area #1 and Conservation Area #2), attached hereto and incorporated herein by reference, and located at 16375 Biscayne Boulevard, Miami-Dade County, Florida (hereinafter referred to as the "Property") hereby creates a covenant, on behalf of the undersigned owner, its heirs, successors, assigns and grantees, running with the land to and in favor of Miami-Dade County, Florida (hereinafter referred to as the "County"), its successors and assigns, with respect to the Property, as follows:

1. The undersigned owner covenants with the County to comply with all conditions contained within the Joint Class I/Class IV Permit CC98-404/FW99-065 executed on May 16, 2001, 2001, attached hereto as Exhibit B and incorporated herein by reference, shall be adhered to.

2. The undersigned owner covenants with the County that the mangrove wetlands and coastal buffer area of the Property shown as Conservation Area #1 and Conservation Area #2 on the Plan entitled "Sketch of Land Survey " (prepared by Thomas J. Barry, Professional Land Surveyor dated May 12, 1999) and attached hereto as Exhibit C and incorporated herein by reference, shall be preserved in a natural condition and shall be managed so that existing mangroves, buttonwoods and other native vegetation are not disturbed or removed and remain free from exotic herbaceous and exotic woody vegetation.

3. The undersigned owner covenants and represents that any and all persons holding a security interest of any kind whatsoever in the Property has been advised of, and has agreed to, the execution of this Covenant Running with the Land.

4. The undersigned owner covenants and agrees that the Miami-Dade County Department of Environmental Resources Management (hereafter referred to as "DERM") shall have the right to inspect the Property at reasonable times to determine whether the Property is being used and maintained in the manner promised by the undersigned owners in this Covenant. If the Director of DERM or his designee determines after such an inspection that some curative action(s) on the Property is necessary in order to preserve the terms of this Covenants, DERM shall notify the owner in writing by certified mail, return receipt requested, at the address provided to DERM by the owner of the particular curative action(s) to be taken by the owner of the Property and the reasons therefore. The owner shall take such curative action(s) within a reasonable time, provided however, the owner shall have the right to appeal such proposed curative action(s) to the Miami-Dade County Environmental Quality Control Board.

5. After this Covenant is accepted by the County and the Joint Class I/Class IV Permit is issued, this Covenant, together with a certified copy of the County's resolution accepting the Covenant, shall be promptly filed with the Clerk of the Court for recording in the official records of Miami-Dade County, Florida.

6. The undersigned owner covenants and agrees that no native trees or native understory shall be removed from the Property without the prior written consent of DERM.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on 21 day of May A.D. 2001
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK of Circuit and County Courts
By D.C.

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

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7. The undersigned owner covenants and agrees that no trimming, cutting or alteration of mangrove trees or buttonwood trees shall occur on the Property without first having obtained a Miami-Dade County Class I Permit from DERM.

8. The undersigned owner covenants and agrees that only native vegetation shall be planted within the mangrove wetlands and adjacent coastal buffer shown as Conservation Easement Area #1 and #2 in Exhibit C.

9. The undersigned owner covenants and agrees that all successors, heirs, assigns and grantees with respect to the Property shall be notified in writing of the mangrove tree and native vegetation protection and preservation requirements contained herein and DERM shall receive copies of all such written notifications no later than thirty (30) days from any conveyance, sale, grant or transfer of this Property. The failure of the undersigned owner to provide such written notice to all successors, heirs, assigns, and grantees shall not, however, affect the validity or enforceability of this Covenant as to any such successors, heirs, assigns, and grantees.

10. No cancellation, revision, alteration or amendment of this Covenant shall be effective without prior approval of the County by resolution of the Board of County Commissioners.

11. This Covenant shall run for the benefit of the citizens of Miami-Dade County, Florida and is subject to specific enforcement by Miami-Dade County, Florida, by and through the Director of DERM. In the event that any of the provisions of this Covenant Running with the Land are not complied with, then an action at law or equity may be commenced by Miami-Dade County, by and through the Director of the DERM, to enforce the terms of this Covenant.

12. The undersigned owner shall notify DERM in writing no later than thirty (30) days after any conveyance, sale, grant or transfer of the Property or any portion thereof, to any heirs, successors, assigns or grantees.

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

PAGE 3 RESTRICTIVE COVENANT

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 8 day of MAY, 2001.

Witnesses:

sign [signature]

print DIAN HEW

sign [signature]

print JEFF FENSLER

Party A LEF/North Miami Beach Village, L.L.C.

sign [signature], VP, Mngr

print DAVID A. FRIEDMAN

Title Vice President & Manager

Address _____

The foregoing instrument was acknowledged before me this 8th day of May, 2001, by David A. Friedman as VP & Manager, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

sign [signature]

print Maria A. Jimenez

State of Florida at Large (Seal)

My Commission Expires:

MARIA A. JIMENEZ
MY COMMISSION # CC 933921
EXPIRES: May 7, 2004
Bonded Thru Notary Public Underwriters

CIRCUIT AND COUNTY COURTS
MIAMI-DADE COUNTY, FLORIDA
CLERK

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Attachment K

DERM Project Report

PROJECT REPORT

CLASS I PERMIT APPLICATION NO. CC04-337

BLUE PALMS DEVELOPMENT, LLC FOR A CLASS I PERMIT TO FILL 0.509 ACRES OF WETLANDS FOR THE CONSTRUCTION OF A RESIDENTIAL DEVELOPMENT

Date: November 17, 2008

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Staff's recommendation of approval for the above-referenced permit application is based on the applicable evaluation factors under Section 24-48.3 of the Code of Miami-Dade County, Florida. The following is a summary of the proposed project with respect to each applicable evaluation factor:

1. **Potential Adverse Environmental Impact** – The proposed project will adversely impact 0.509 acres of degraded wetlands to be filled for the construction of a residential development. Although the subject wetland areas include scattered *Laguncularia racemosa* (white mangroves) and associated coastal wetland plant species, they are isolated and surrounded by upland and exotic plant species. However, compensatory mitigation for the original 0.435 acres of ecological impacts related to the loss of wetland functions was previously completed by LEF/North Miami Beach, LLC through the purchase of 0.08 freshwater herbaceous mitigation credits and 0.09 coastal mitigation credits in the Everglades Mitigation Bank (EMB), owned and managed by Florida Power & Light Company (FPL). The applicant, Blue Palms, LLC, is responsible for the additional 0.03 EMB credits that are required for the 0.074 acre expansion of the jurisdictional coastal wetlands documented by DERM. The wetland restoration and enhancement projects conducted within the Everglades Mitigation Bank has enhanced property in the South Dade Wetland Basin by removing exotic vegetation, replanting with native species, restoring filled areas to natural wetland grade, and the implementation of a fire management program. In addition, the current applicant shall be required to remove exotic plant species, monitor, and maintain the wetlands within the previously established Conservation Easement in perpetuity.

2. **Potential Cumulative Adverse Environmental Impact** – The proposed project is not reasonably expected to result in cumulative adverse environmental impacts.

3. **Hydrology** - The proposed project is not reasonably expected to adversely affect surface water drainage or retention of stormwater. The proposed project is designed in accordance with the Department of Environmental Resources Management and the South Florida Water Management District (SFWMD) criteria and design standards.

4. **Water Quality** – The proposed project is not reasonably expected to adversely affect water quality. On-site stormwater drainage and wastewater disposal will be provided in accordance with minimum DERM standards. The Class I Permit shall require that standard erosion control methods be implemented during de-mucking and filling.

5. **Wellfields** – Not applicable.

6. **Water Supply** – Not applicable.

7. **Aquifer Recharge** – Not applicable.

8. **Aesthetics** – The project is designed to be aesthetically compatible with the surrounding area. The area to the south of the proposed development has been commercially developed; however, portions of Greynolds Park lie across the Snake Creek Canal and Oleta River, opposite of the north and east sides of the subject property. The conservation easement area includes higher quality wetlands and shall be preserved and maintained through the recorded restrictive covenant. This area will serve as an aesthetic buffer between the proposed development and the surrounding natural areas.

9. **Navigation** – The proposed project is not reasonably expected to adversely affect navigation.

10. **Public Health** - The proposed project is not reasonably expected to adversely affect public health.

11. **Historic Values** - The proposed project is not reasonably expected to adversely affect historic values.

12. **Archaeological Values** - The proposed project is not reasonably expected to adversely affect archaeological values.

13. **Air Quality** – The proposed project is not reasonably expected to adversely affect air quality.

14. **Marine and Wildlife Habitats** – The proposed project will result in the filling of approximately 0.509 acres of degraded coastal wetlands that provide minimal wildlife habitat values. However, compensatory mitigation for the original 0.435 acres of ecological impacts related to the loss of wetland functions was previously completed by LEF/North Miami Beach, LLC through the purchase of 0.08 freshwater herbaceous mitigation credits and 0.09 coastal mitigation credits in the EMB, owned and managed by FPL. The applicant, Blue Palms, LLC, is responsible for the additional 0.03 EMB credits that are required for the 0.074 acre expansion of the jurisdictional coastal wetlands documented by DERM. In addition, the applicant shall preserve and maintain higher quality coastal wetland areas located on the north, east, and south shorelines of the property through a Restrictive Covenant Running with the Land in Favor of Miami-Dade County.

15. **Wetland Soils Suitable for Habitat** – The proposed project will result in the permanent removal of natural wetland soils suitable for habitat. However, these impacts have been minimized to the maximum extent and compensatory mitigation for the original 0.435 acres of ecological impacts related to the loss of wetland functions was previously completed by LEF/North Miami Beach, LLC through the purchase of 0.08 freshwater herbaceous mitigation credits and 0.09 coastal mitigation credits in the EMB, owned and managed by FPL. The applicant, Blue Palms, LLC, is responsible for the additional 0.03 EMB credits that are required for the 0.074 acre expansion of the jurisdictional coastal wetlands documented by DERM.

16. **Floral Values** – The proposed project will result in the removal of 0.509 acres of isolated lower quality coastal wetlands consisting of both native and exotic plant species. However, compensatory mitigation for the original 0.435 acres of ecological impacts related to the loss of wetland functions was previously completed by LEF/North Miami Beach, LLC through the purchase of 0.08 freshwater herbaceous mitigation credits and 0.09 coastal mitigation credits in the EMB, owned and managed by FPL. The applicant, Blue Palms, LLC, is responsible for the additional 0.03 EMB credits that are required for the 0.074 acre expansion of the jurisdictional coastal wetlands documented by DERM.

17. **Fauna Values** – The proposed project is not reasonably expected to adversely affect the fauna. Although the proposed project will permanently remove 0.509 acres of lower quality coastal wetland habitat, the applicant shall preserve and maintain higher quality coastal wetland habitat located on the north, east, and south shorelines of the property through a Restrictive Covenant Running with the Land in Favor of Miami-Dade County.

18. **Rare, Threatened and Endangered Species** – The proposed project is not reasonably expected to adversely affect any rare, threatened or endangered species.

19. **Natural Flood Damage Protection** - The proposed project is not reasonably expected to adversely affect surface water drainage or retention of stormwater.

20. **Wetland Values** – The proposed project will result in the loss of 0.509 acres of degraded coastal wetlands. However, these impacts have been minimized to the maximum extent and compensatory mitigation for the original 0.435 acres of ecological impacts related to the loss of wetland functions was previously completed by LEF/North Miami Beach, LLC through the purchase of 0.08 freshwater herbaceous mitigation credits and 0.09 coastal mitigation credits in the EMB, owned and managed by FPL. The applicant, Blue Palms, LLC, is responsible for the additional 0.03 EMB credits that are required for the 0.074 acre expansion of the jurisdictional coastal wetlands documented by DERM.

21. **Land Use Classification** – The proposed project will occur in the City of North Miami Beach, Florida. Pursuant to Section 24-48.2(II)(A)(7), of the Code of Miami-Dade County, Florida, a substantiating letter shall be submitted stating that the proposed project does not violate any zoning laws. Said letter will be submitted pending approval by the Board of County Commissioners and prior to the issuance of the Class I Permit.

22. **Recreation** - The proposed project is consistent with the recreation element of the Miami-Dade County Comprehensive Development Master Plan and the Biscayne Bay Management Plan recreation elements.

23. **Other Environmental Values Affecting the Public Interest** - The proposed project is not reasonably expected to adversely affect other environmental values affecting the public interest. The proposed project has been reviewed and approved by the Shoreline Development Review Committee (SDRC). As part of this approval the applicant is required to construct a bay walk, landward of the conservation easement, to provide public access along the waterfront. In addition, the applicant shall preserve and maintain higher quality coastal wetlands located on the north, east, and south shorelines of the property through a Restrictive Covenant Running with the Land in Favor of Miami-Dade County.

24. **Conformance with Standard Construction Procedures and Practices and Design and Performance Standards** – The proposed project complies with the standard construction procedures and practices and design and performance standards of the following:

    a) Miami-Dade County Public Works Manual
    b) Biscayne Bay Management Plan (Section 33D-1 through 33-D-4 of the Code of Miami-Dade County)
    c) Chapter 33B of the Code of Miami-Dade County

25. **Comprehensive Environmental Impact Statement (CEIS)** – In the opinion of the Director, the proposed project will result in neither adverse environmental impacts nor cumulative adverse environmental impacts. Therefore, a CEIS was not required by DERM to evaluate the project.

26. **Conformance with All Applicable Federal, State and Local Laws and Regulations** - The proposed project is in conformance with the following applicable State, Federal and local laws and regulations:

    a) Biscayne Bay Management Plan
    b) United States Clean Water Act (Army Corps of Engineers permit)
    c) Florida Department of Environmental Protection Regulations
    d) South Florida Water Management District Regulations
    e) Chapter 24 of the Code of Miami-Dade County

27. **Conformance with the Miami-Dade County Comprehensive Development Master Plan (CDMP)** - In the opinion of DERM, the proposed project is in conformance with the CDMP. The following is a summary of the proposed project as it relates to the CDMP:

LAND USE ELEMENT I:

Objective 2/Policy 2A - Level of Service. The proposed project is in a category consistent with projects generally approved by relevant Miami Dade County Departments in accordance with the Miami Dade County Concurrency Ordinance.

Objective 3/Policies 3A, 3B, 3C - Protection of natural resources and systems. – The proposed project is consistent with the Conservation and Coastal Management Elements of the CDMP. The project is compatible with surrounding land uses in Biscayne Bay and does not involve development in the Big Cypress area of Critical State concern or the East Everglades.

TRANSPORTATION ELEMENT II

Aviation Subelement/Objective 9 - Aviation System Expansion - There is no aviation element to the proposed project.

Port of Miami River Subelement/Objective 3 - Minimization of impacts to estuarine water quality and marine resources. The proposed project will not take place within the tidal waters of the Miami River.

CONSERVATION, AQUIFER RECHARGES AND DRAINAGE ELEMENT IV:

Objective 3/Policies 3A, 3B, 3D - Wellfield protection area protection. - The proposed project is not located within a wellfield protection area.

Objective 3/Policy 3E - Limestone mining within the area bounded by the Florida Turnpike, the Miami-Dade/Broward Levee, N.W. 12 Street and Okeechobee Road. - The proposed project is not located within this area.

Objective 4/Policies 4A, 4B, 4C - Water storage, aquifer recharge potential and maintenance of natural surface water drainage. - The proposed project will not adversely affect water storage, aquifer recharge potential or natural surface water drainage. The proposed project will be required to provide for proper on-site stormwater drainage.

Objective 5/Policies 5A, 5B, 5F - Flood protection and cut and fill criteria. – The proposed project does not compromise flood protection, and is consistent with all relevant criteria related to cut and fill activities.

Objective 6/Policy 6A - Areas of highest suitability for mineral extraction. - The proposed project is not located in an area proposed or suitable for mineral extraction.

Objective 6/Policy 6B - Guidelines for rock quarries for the re-establishment of native flora and fauna. - The proposed project is not located in a rock quarry.

Objective 6/Policy 6D - Suitable fill material for the support of development. – The proposed project does not involve the removal of suitable fill to support development.

Objective 7/Policy 7A - No net loss of high quality, relatively unstressed wetlands. – The proposed project will not result in a net loss of any such wetlands. The wetlands in the area of the proposed work are isolated and degraded. The higher quality wetland habitat along the north and east corners of the property shall be preserved as part of a conservation easement and by an approved Restrictive Covenant Running with the Land in Favor of Miami-Dade County.

Objective 9/Policies 9A, 9B, 9C – Protection of habitat critical to Federal State-designated endangered, threatened, or rare species - The proposed project is not reasonably expected to affect any endangered, rare, or threatened species.

COASTAL MANAGEMENT ELEMENT VII:

Objective 1/Policy 1A - Tidally connected mangroves in mangrove protection areas – The project is not located within a designated "Mangrove Protection Area."

Objective 1/ Policy 1B - Natural surface flow into and through coastal wetlands. – The proposed project will result in permanent impacts to 0.509 acres of degraded coastal wetlands. However, natural surface flow into and through the higher quality wetlands at the southeast corner of the property will not be adversely affected.

Objective 1/ Policy 1C - Elevated boardwalk access through mangroves. – The proposed project does not involve the installation of an elevated boardwalk to provide access through mangroves.

Objective 1/Policy 1D - Protection and maintenance of mangrove forests and related natural vegetational communities. - The proposed project will impact 0.509 acres of isolated and degraded coastal wetlands. However, these impacts have been minimized to the maximum extent and compensatory mitigation for the original 0.435 acres of ecological impacts related to the loss of wetland functions was previously completed by LEF/North Miami Beach, LLC through the purchase of 0.08 freshwater herbaceous mitigation credits and 0.09 coastal mitigation credits in the EMB, owned and managed by FPL. The applicant, Blue Palms, LLC, is responsible for the additional 0.03 EMB credits that are required for the 0.074 acre expansion of the jurisdictional coastal wetlands documented by DERM. In addition, the conservation easement and Restrictive Covenant requires that the higher quality wetlands be preserved in perpetuity at the subject property.

Objective 1/Policy 1E - Mitigation for the degradation and destruction of coastal wetlands. Monitoring and maintenance of mitigation areas. – The proposed project involves impacts to degraded coastal wetlands. These impacts have been minimized to the maximum extent and compensatory mitigation for the original 0.435 acres of ecological impacts related to the loss of wetland functions was previously completed by LEF/North Miami Beach, LLC through the purchase of 0.08 freshwater herbaceous mitigation credits and 0.09 coastal mitigation credits in the EMB, owned and managed by FPL. The applicant, Blue Palms, LLC, is responsible for the additional 0.03 EMB credits that are required for the 0.074 acre expansion of the jurisdictional coastal wetlands documented by DERM. Federal, state, and local regulatory permits issued for the EMB require monitoring and maintenance of the bank land in perpetuity.

Objective 1/Policy 1G - Prohibition on dredging or filling of grass/algal flats, hard bottom or other viable benthic communities, except as provided for in Chapter 24 of the Code of Miami-Dade County, Florida. – The project does not involve the dredging or filling of grass/algal flats, hard bottom or other viable benthic communities.

Objective 2/Policies 2A, 2B - Beach restoration and renourishment objectives. - The proposed project does not involve beach restoration or renourishment.

Objective 3/Policy 3E, 3F - Location of new cut and spoil areas for proper stabilization and minimization of damages. - The proposed project does not involve the development or identification of new cut or spoil areas.

Objective 4/Policy 4A, 4C, 4E, 4F – Protection of endangered or threatened animal species. - The proposed work is not reasonably expected to affect endangered or threatened species.

Objective 5/Policy 5B - Existing and new areas for water-dependent uses. - The proposed project will not affect existing water-dependent uses.

Objective 5/Policy 5D - Consistency with Chapter 33D, Miami-Dade County Code (shoreline access, environmental compatibility of shoreline development) - The proposed project has been reviewed and approved by the Shoreline Development Review Committee (SDRC). As part of this approval the applicant is required to construct a bay walk, landward of the conservation easement, to provide public access along the waterfront.

Objective 5/Policy 5F - The siting of water dependent facilities. - The proposed project does not involve the creation of any new water dependent facilities.

28. **Conformance with Chapter 33B, Miami-Dade County Code** (East Everglades Zoning Overlay Ordinance) – The proposed project is not located within the East Everglades Area.

29. **Conformance with Miami-Dade County Ordinance 81-19** (Biscayne Bay Management Plan Section 33D-1 through 33D-4) - The proposed project is in conformance with the Biscayne Bay Management Plan.

30. **Conformance with the Miami-Dade County Manatee Protection Plan** - The proposed project area is not located within essential habitat for the West Indian Manatee (*Trichechus manatus*); no work will be occurring in tidal waters.

31. **Consistency with Miami-Dade County Criteria for Lake Excavation** – The proposed project does not involve lake excavation.

32. **Municipality Recommendation** – Pursuant to Section 24-48.2(II)(A)(7), Code of Miami-Dade County, Florida, a substantiating letter shall be submitted stating that the proposed project does not violate any zoning laws. Said letter will be submitted after the approval by the Board of County Commissioners and prior to the issuance of the Class I Permit.

33. **Coastal Resources Management Line** - A coastal resources management line was not required for the proposed project, pursuant to Section 24-48.2(II)(A)(10)(b) of the Code of Miami-Dade County, Florida.

34. **Maximum Protection of a Wetland's Hydrological and Biological Functions** – The proposed project will result in the loss of 0.509 acres of isolated and degraded coastal wetlands. However the wetland hydrological and biological functions of the high quality wetlands along the north, east, and south shorelines of the property shall be preserved in perpetuity through requirements of the conservation easement and restrictive covenant at the subject property.

35. **Class I Permit Applications Proposing to Exceed the Boundaries Described in Section D-5.03(2)(a) of the Miami-Dade County Public Works Manual** – DERM has considered the following factors:

    i. **Whether the proposed exceedance is the minimum necessary to avoid seagrasses or other valuable environmental resources** – Not applicable.
    ii. **Whether the proposed exceedance is the minimum necessary to achieve adequate water depth for mooring of a vessel** – Not applicable.
    iii. **Whether the applicant has provided notarized letters of consent to DERM from adjoining riparian property owners** – Not applicable.
    iv. **Whether any letters of objection from adjoining riparian property owners were received by DERM** – Not applicable.

The proposed project was also evaluated for compliance with the standards contained in Section 24-48.3(2), (3), and (4) of the Code of Miami-Dade County, Florida. The following is a summary of how the standards relate to the proposed project:

24-48.3 (2) Dredging and Filling for Class I Permit - The proposed project involves the filling of low quality coastal wetlands for the construction of a residential development. Although the proposed project does not meet the dredge and fill criteria, a variance to Section 24-48.3(2) of the Code was granted by the Environmental Quality Control Board through Board Order No. 05-19 on April 15, 2005.

24-48.3 (3) Minimum Water Depth Required for Boat Slips Created by the Construction or Placement of Fixed or Floating Docks and Piers, Piles and Other Structures Requiring a Permit Under Article IV, Division 1 of Chapter 24 of the Code of Miami-Dade County – Not applicable.

24-48.3 (4) Clean Fill in Wetlands – The proposed project involves the filling of low quality coastal wetlands for the construction of a residential development. All fill placed in wetlands shall meet the definition of clean fill as defined in Section 24-5 of the Code of Miami-Dade County.

BASED ON THE FOREGOING, IT IS RECOMMENDED THAT A CLASS I PERMIT BE APPROVED.

Lisa Spadafina
Manager
Coastal Resources Section

Lourdes Barrelli
Biologist II
Coastal Resources Section