

Memorandum



Date: July 16, 2013

Agenda Item No. 5(E)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Class I Permit Application and Request for a Variance from Section 24-48.24 of the Code of Miami-Dade County by T.B.C. Condominium Association, Inc. for After-the-Fact Authorization of a Non-Water-Dependent Canopy over Tidal Waters at 1880 South Treasure Drive, North Bay Village

Attached, please find for your consideration an application by T.B.C. Condominium Association, Inc. for a Class I permit and a variance from Section 24-48.24 of the Code of Miami-Dade County. Also attached is the recommendation of the Department of Regulatory and Economic Resources and a proposed resolution approving the issuance of the Class I permit and the variance.

A handwritten signature in black ink, appearing to read "Jack Osterholt", written over a horizontal line.

Jack Osterholt, Deputy Mayor

Date: July 16, 2013

To: Carlos Gimenez
Mayor

From: Jack Osterholt, Deputy Mayor, Director
Department of Regulatory and Economic Resources

Subject: Class I Permit Application and Request for a Variance from Section 24-48.24 of the Code of Miami-Dade County by T.B.C. Condominium Association, Inc. for After-the-Fact Authorization of a Non-Water-Dependent Canopy over Tidal Waters at 1880 South Treasure Drive, North Bay Village

Recommendation

I have reviewed the attached application for a Class I permit by T.B.C. Condominium Association, Inc. Based upon the applicable evaluation factors set forth in Section 24-48.3 and Section 24-48.25 of the Code of Miami-Dade County (Code), I recommend that the Board of County Commissioners approve the issuance of a Class I permit for the reasons set forth below.

Scope

The site is located at 1880 South Treasure Drive, North Bay Village, in Commission District 4 (Commissioner Heyman).

Fiscal Impact/Funding Source

Not applicable

Track Record/Monitor

The Coastal and Wetlands Resources Section Manager, Lisa Spadafina, within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (RER-DERM), will be responsible for monitoring the proposed permit.

Background

This Class I permit application requests after-the-fact authorization for a non-water-dependent canopy on an existing viewing platform over the tidal waters of Biscayne Bay at the Treasure Bay Club, 1880 South Treasure Drive, North Bay Village. The project is required to be reviewed and approved by the Board at a public hearing because the non-water-dependent canopy is prohibited by Section 24-48.24 of the Code. Therefore, a variance from the Code, including a standard form application and a public hearing, is required.

The project site is a multifamily residential development with an existing permitted viewing platform over Biscayne Bay, that is used for fishing and passive recreation. The property owners installed a canopy on the viewing platform that extends over tidal waters, which is a prohibited non-water-dependent structure under Section 24-48.24 of the Code. Section 24-48.25 of the Code provides for the applicant to request a variance from the Code to be ruled upon by the Board, and lists consideration factors including but not limited to environmental impact and aesthetics. The applicant has requested that the canopy be allowed to remain in order to continue providing shade and protection from the elements for the unit owners of the associated upland condominium. No seagrasses were documented on-site, and RER-DERM has evaluated the project and determined that authorization of the canopy is not likely to result in any potential adverse environmental impacts. The canopy is located within the boundaries of the Sovereignty Submerged Lands Lease issued to the applicant by the Board of Trustees of the Internal Improvement Trust Fund (BTITF) of the State of Florida. The Florida Department of Environmental Protection has indicated on behalf of the BTITF that they do not have any objection to the canopy and that no additional authorization is required.

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 Project Report which sets forth the reasons the proposed project is recommended for approval pursuant to the applicable evaluation factors set forth in Section 24-48.3 and 24-48.25 of the Code. 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: Owner/Agent Letter, Engineer Certification Letter, and Project Sketches
- Attachment C: Zoning Memorandum
- Attachment D: Names and Addresses of Owners of All Riparian or Wetland Property within Three Hundred (300) Feet of the Proposed Work
- Attachment E: Florida Department of Environmental Protection Sovereignty Submerged Lands Lease
- Attachment F: Department of Regulatory and Economic Resources Project Report



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 5(E)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(E)
7-16-13

RESOLUTION NO. _____

RESOLUTION APPROVING A CLASS I PERMIT APPLICATION AND REQUEST FOR A VARIANCE FROM SECTION 24-48.24 OF THE CODE OF MIAMI-DADE COUNTY BY T.B.C. CONDOMINIUM ASSOCIATION, INC. FOR AFTER-THE-FACT AUTHORIZATION OF A NON-WATER-DEPENDENT CANOPY AT 1880 SOUTH TREASURE DRIVE, NORTH BAY VILLAGE, 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 Sections 24-48.3 and 24-48.25 of the Code of Miami-Dade County, hereby approves the application by T.B.C. Condominium Association, Inc. for a Class I permit and a variance from Section 24-48.24 of the Code of Miami-Dade County for after-the-fact authorization of a non-water-dependent canopy over tidal waters at 1880 South Treasure Drive, North Bay Village, Miami-Dade County, Florida subject to the conditions set forth in the memorandum from the Miami-Dade County Department of Regulatory and Economic Resources, 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. 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

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Thomas H. Robertson

Attachment A
Class I Permit Application



Class I Permit Application

RECEIVED FOR DEPARTMENTAL USE ONLY	
Date Received: <p style="text-align: center; font-size: 1.2em;">JUN 12 2013</p> <p style="text-align: center;">DERM Coastal Resources Section Natural Resources Regulation & Restoration Division (NRRRD)</p>	Application Number: 2009-CLI-PER-00014 Application Fee: \$365. ⁰⁰

Application must be filled out in its entirety. Please indicate N/A for non-applicable fields.

1. Applicant Information: Name: <u>TBC Condominium Association, Inc.</u> Address: <u>1880 S. Treasure Dr.</u> <u>N. Bay Village, FL</u> Zip Code: <u>33141</u> Phone #: _____ Fax#: _____ Email: <u>vancaester@bellsouth.net</u> <small>* This should be the applicant's information for contact purposes.</small>	2. Applicant's Authorized Permit Agent: <small>Agent is allowed to process the application, furnish supplemental information relating to the application and bind the applicant to all requirements of the application.</small> Name: <u>Kirk Lofgren, Ocean Consulting, LLC</u> Address: <u>340 Minorca Ave, Suite 7</u> <u>Coral Gables, FL</u> Zip Code: <u>33134</u> Phone #: <u>305-921-9344</u> Fax #: <u>305-677-3254</u> Email: <u>kirk@oceanconsultingfl.com</u>
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3. Location where proposed activity exists or will occur (latitude and longitude are only necessary for properties without address or folio #):	
Folio #(s): <u>23-3209-037-0001</u>	Latitude: <u>25.844234°</u> Longitude: <u>-80.146607°</u>
Street Address: <u>1880 S. Treasure Dr.</u>	Section: <u>09</u> Township: <u>53</u> Range: <u>42</u>
In City or Town: <u>North Bay Village</u>	Near City or Town: _____
Name of waterway at location of the activity: <u>Biscayne Bay</u>	

4. Describe the proposed activity (check all that apply):	
<input type="checkbox"/> Seawall <input type="checkbox"/> New/Replacement Seawall <input type="checkbox"/> Seawall Cap <input type="checkbox"/> Batter Piles <input type="checkbox"/> King Piles <input type="checkbox"/> Footer/Toe Wall <input type="checkbox"/> Riprap	<input type="checkbox"/> Dock(s) <input type="checkbox"/> Pier(s) <input type="checkbox"/> Viewing Platform <input type="checkbox"/> Boatlift <input type="checkbox"/> Mooring Piles <input type="checkbox"/> Fender Piles <input type="checkbox"/> Davits <input type="checkbox"/> Dredging <input type="checkbox"/> Maintenance <input type="checkbox"/> New <input type="checkbox"/> Filling <input type="checkbox"/> Mangrove Trimming <input type="checkbox"/> Mangrove Removal
<input checked="" type="checkbox"/> Other: <u>Canopy over existing platform.</u>	
Estimated project cost = \$ <u>1,860.00</u>	
Are you seeking an after-the-fact approval (ATF)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", describe the ATF work: <u>Installation of canopy.</u>	

5. Proposed Use (check all that apply): <input type="checkbox"/> Single Family <input checked="" type="checkbox"/> Multi-Family <input type="checkbox"/> Private <input type="checkbox"/> Public <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Utility	6. If the proposed work relates to the mooring of vessels provide the following information (please also indicate if the applicant does not have a vessel): Proposed Vessel Type (s): <u>N/A</u> Vessel Make/Model (If known): <u>N/A</u> Draft (s)(range in inches.): <u>N/A</u> Length (s)(range in feet.): <u>N/A</u> Total Number of Slips: <u>N/A</u>
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7. List all permits or certifications that have been applied for or obtained for the above referenced work:				
Issuing Agency	Type of Approval	Identification Number	Application Date	Approval Date

8. Contractor Information (If known):

Name: Dock and Marine Construction, Inc. License # (County/State): E410

Address: 752 NE 79th St., Miami, FL Zip Code: 33138

Phone #: (305) 751-9911 Fax #: (305) 751-4825 E-mail: glarson@dockandmarine.net

9. IMPORTANT NOTICE TO APPLICANTS: The written consent of the property owner is required for all applications to be considered complete. Your application WILL NOT BE PROCESSED unless the Applicant and Owner Consent portion of the application is completed below. You have the obligation to apprise the Department of any changes to information provided in this application.

Application is hereby made for a Miami-Dade County Class I permit to authorize the activities described herein. I agree to or affirm the following:

- I possess the authority to authorize the proposed activities at the subject property, and
- I am familiar with the information, data and plans contained in this application, and
- To the best of my knowledge and belief, the information, data and plans submitted are true, complete and accurate, and
- I will provide any additional information, evidence or data necessary to provide reasonable assurance that the proposed project will comply with the applicable State and County water quality standards both during construction and after the project is completed, and
- I am authorizing the permit agent listed in Section 2 of this application to process the application, furnish supplemental information relating to this application and bind the applicant to all requirements of this application, and
- I agree to provide access and allow entry to the project site to inspectors and authorized representatives of Miami-Dade County for the purpose of making the preliminary analyses of the site and to monitor permitted activities and adherence to all permit conditions.

A. IF APPLICANT IS AN INDIVIDUAL

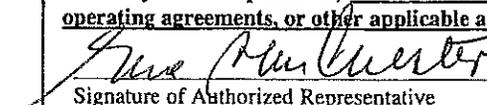
Signature of Applicant	Print Applicant's Name	Date
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B. IF APPLICANT IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON

(Examples: Corporation, Partnership, Trust, LLC, LLP, etc.)

<u>Treasure Bay Club Condominium Association, Inc.</u>	<u>Corp.</u>	<u>FL</u>
Print Name of Applicant (Enter the complete name as registered) Registration/Incorporation	Type (Corp, LLC, LLP, etc.)	State of

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Applicant, to bind the Applicant, and if so required to authorize the issuance of a bond on behalf of the Applicant. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages.*****

	<u>Elsa Van Caester</u>	<u>Treasurer</u>	<u>TD</u>	Date
Signature of Authorized Representative	Print Authorized Representative's Name	Title		Date

C. IF APPLICANT IS A JOINT VENTURE Each party must sign below (If more than two members, list on attached page)

Print Name of Applicant (Enter the complete name as registered) Registration/Incorporation	Type (Corp, LLC, LLP, etc.)	State of
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Print Name of Applicant (Enter the complete name as registered) Registration/Incorporation	Type (Corp, LLC, LLP, etc.)	State of
---	-----------------------------	----------

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Applicant, to bind the Applicant, and if so required to authorize the issuance of a bond on behalf of the Applicant. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages.*****

Signature of Authorized Representative	Print Authorized Representative's Name	Title	Date
--	--	-------	------

Signature of Authorized Representative	Print Authorized Representative's Name	Title	Date
--	--	-------	------

10. WRITTEN CONSENT OF THE PROPERTY OWNER OF THE AREA OF THE PROPOSED WORK

I/We are the fee simple owner(s) of the real property located at 1880 S. Treasure Drive Miami-Dade County, Florida, otherwise identified in the public records of Miami-Dade County as Folio No. 23-3209-037-0001

I am aware and familiar with the contents of this application for a Miami-Dade County Class I Permit to perform the work on or adjacent to the subject property, as described in Section 4 of this application. I possess the riparian rights to the area of the proposed work (if applicable) and hereby consent to the work identified in this Class I Permit application.

A. IF THE OWNER(S) IS AN INDIVIDUAL.

<u>Elsa Van Caester</u> Signature of Owner	<u>ELSA VAN CAESTER</u> Print Owner's Name	<u>TREASURER</u> Title	<u>6/1/2013</u> Date
<u>Diane Casese</u> Signature of Owner	<u>Diane Casese</u> Print Owner's Name	<u>PRESIDENT</u> Title	<u>6/1/2013</u> Date

B. IF THE OWNER IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON

(Examples: Corporation, Partnership, Joint Venture, Trust, LLC, LLP, etc.)

<u>Treasure Bay Club Condominium Association, Inc.</u> Print Name of Owner (Enter the complete name as registered)	<u>Corp.</u> Type (Corp, LLC, LLP, etc.)	<u>FL</u> State of Registration/Incorporation
<u>1880 S. Treasure Dr., North Bay Village, FL</u> Address of Owner		

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Owner, to bind the Owner, and if so required to authorize the issuance of a bond on behalf of the Owner. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages.*****

<u>Elsa Van Caester</u> Signature of Authorized Representative	<u>Elsa Van Caester</u> Print Authorized Representative's Name	<u>TD</u> Title	<u>6/1/2013</u> Date
<u>Diane Casese</u> Signature of Authorized Representative	<u>Diane Casese</u> Print Authorized Representative's Name	<u>PRESIDENT</u> Title	<u>6/1/2013</u> Date

Please Review Above

Appropriate signature(s) must be included in:

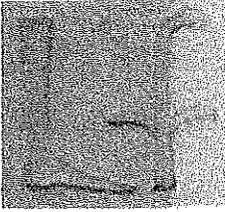
Box 9: either A, B or C

AND

Box 10: either A or B

Attachment B

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



LEAF ENGINEERING

May 20th, 2013

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

RE: Class I Permit Application Number 2009-CLI-PER-00014

Ladies and Gentlemen:

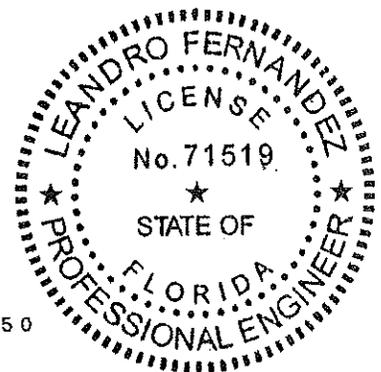
This letter will certify that I am an engineer licensed in the State of Florida, qualified by education and experience in the area of engineering design and inspection, and that to the best of my knowledge and belief, the proposed work does not violate any laws, rules or regulations of the State of Florida 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 of 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. (Not applicable to class IV permits)
- 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, certified surveys, drawings, and other data furnished by the contractor to me.

Sincerely,

Leandro Fernandez, P.E.
P.E. # 71519





OCEAN CONSULTING, LLC · 340 Minorca Avenue, Suite 7 · Coral Gables, FL 33134
Tel: 305-921-9344 · Fax: 305-677-3254
www.oceanconsultingfl.com

PERMIT APPLICANT/AUTHORIZED AGENT STATEMENT

May 20, 2013

To:
Miami Dade County RER
Class I Permitting Program
701 NW 1st Court
Miami FL, 33136

Re: Class I Standard Form Permit Application Number 2009-CLI-PER-00014

By the attached Class I Standard Form permit application with supporting documents, I, Kirk J. Lofgren, am the applicant's authorized agent and hereby request permission to perform the work associated with Class I permit application 2009-CLI-PER-00014. I understand that a Miami-Dade County Class I Standard Form Permit is required to perform this work.

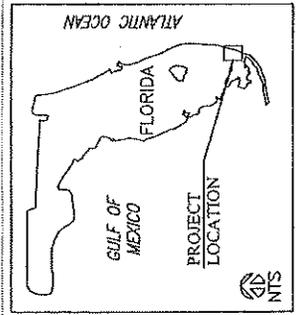
If approval is granted for the proposed work by the Board of County Commissioners, complete and detailed plans and calculations of the proposed work shall be prepared by an engineer licensed in the State of Florida in accordance with the minimum requirements of Chapter 24 of the Code of Miami-Dade County, Florida. Said plans and calculations shall be subject to the review and approval of the Department. The permit applicant will secure the services of an engineer 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.

Respectfully submitted,
OCEAN CONSULTING, LLC

Kirk J. Lofgren
Managing Member

Environmental Management · Permitting · Coastal Engineering
Tel: (305) 921-9344 - Fax: (305) 677-3254

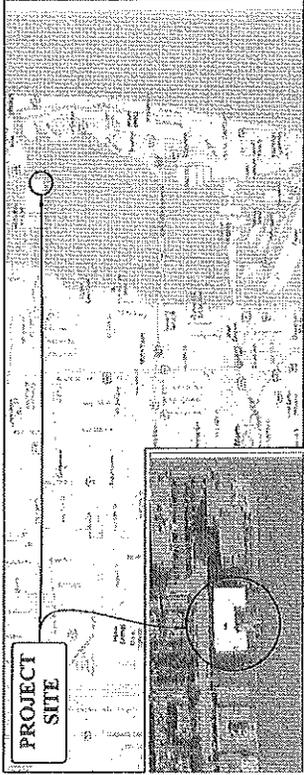
TREASURE BAY CLUB ATF CANOPY PROJECT



LOCATION:
1880 SOUTH TREASURE DR
NORTH BAY VILLAGE, FL 33141

LAT/LONG:
25°50'39.19"N / 80° 8'47.80"W

LEGAL DESCRIPTION:
N/A



Treasure Bay Club
ATF Canopy Project

CLIENT:
North Bay Village, FL
Elsa Van Coester
1880 South Treasure Dr.
North Bay Village, FL 33141

ENVIRONMENTAL CONSULTANT:
OCEAN
CONSULTING, LLC
340 Minoreta Avenue, Suite 5
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254
CONTRACTOR:

PROJECT ENGINEER:

SEAL / SIGNATURE / DATE

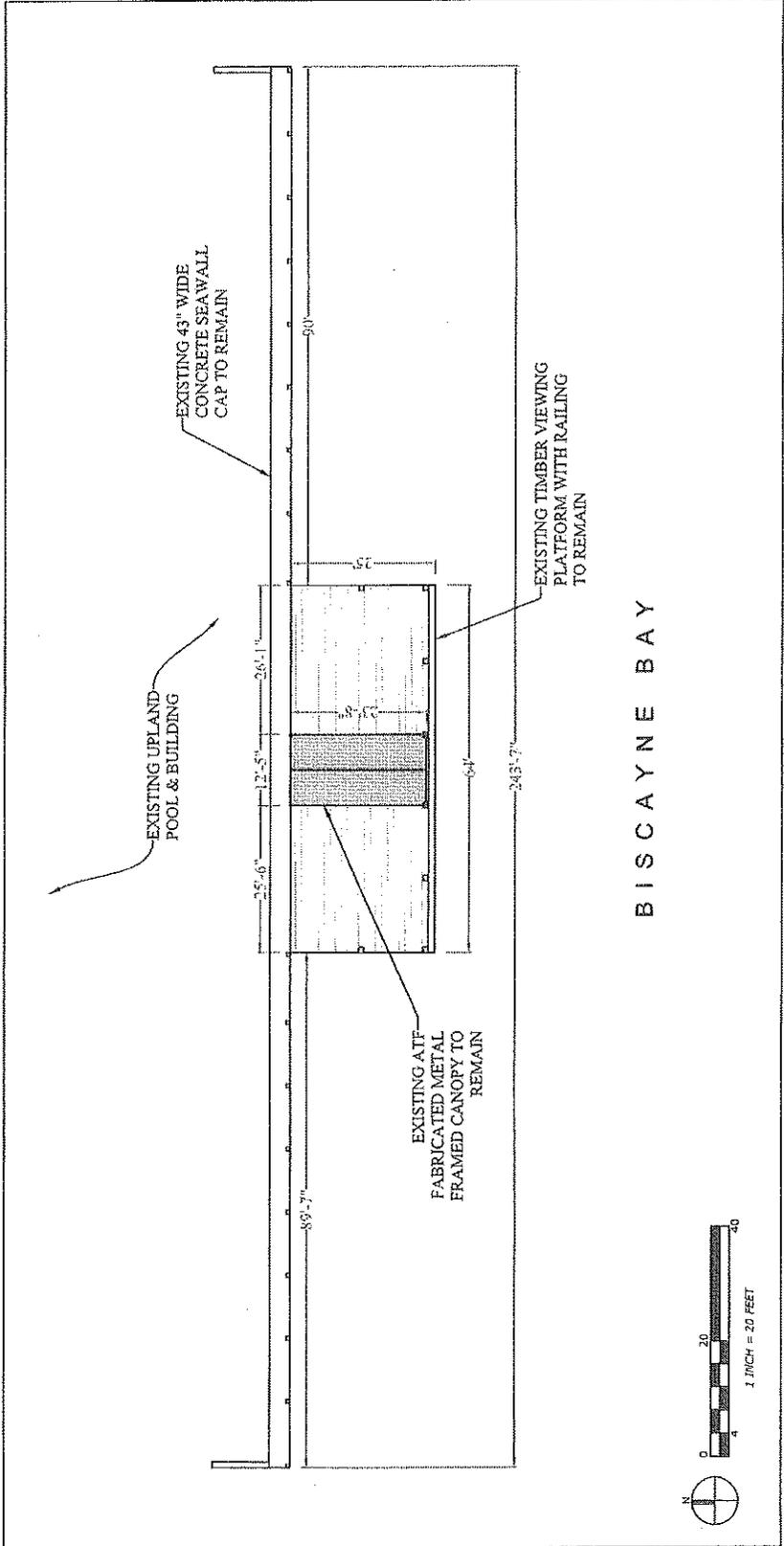
PERMIT SKETCHES

Issue # Issue Date
① February 20, 2013

PROJECT: 13-3360

COVER SHEET &
EXISTING CONDITIONS
SCALE: AS SHOWN
SHEET NO.

S-1



**Treasure Bay Club
ATF Canopy Project**

Client:
North Bay Village, FL
Elsa Van Caester
1880 South Treasure Dr.
North Bay Village, FL 33141

ENVIRONMENTAL CONSULTANT:
**OCEAN
CONSULTING, LLC**
340 Miramar Avenue, Suite 5
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254
CONTRACTOR:

PROJECT ENGINEER:

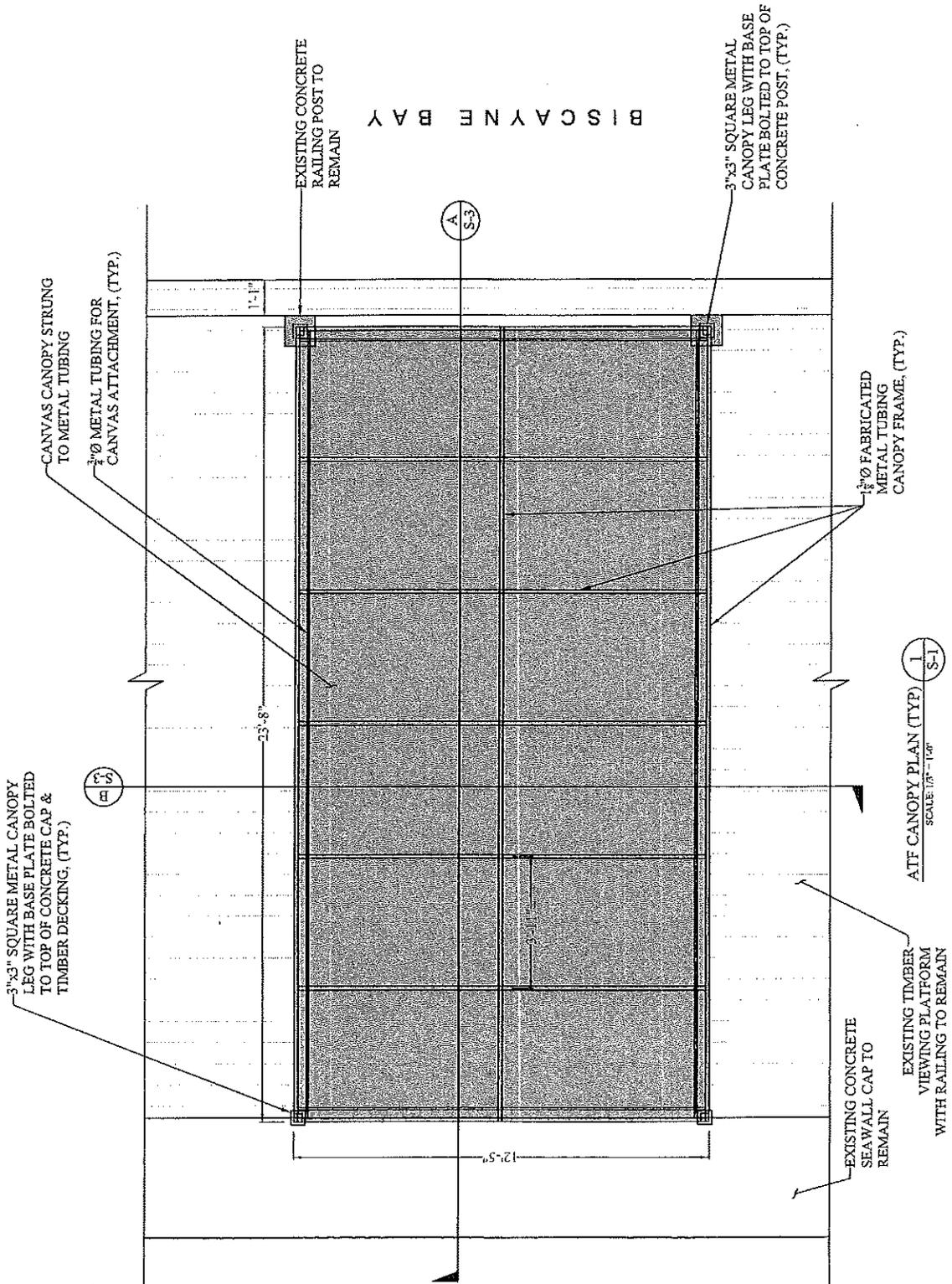
SEAL / SIGNATURE / DATE

PERMIT SKETCHES
Issue # Issue Date
① February 20, 2013

PROJECT: 13-3260

EXISTING ATF
CANOPY PLAN
SCALE: AS SHOWN
SHEET NO.

S-2



ATF CANOPY PLAN (TYP)
SCALE: 1/8" = 1'-0"

**Treasure Bay Club
ATF Canopy Project**

North Bay Village, FL

CLIENT:

Elsa Van Caester

1880 South Treasure Dr.
North Bay Village, FL 33141

ENVIRONMENTAL CONSULTANT:

OCEAN

CONSULTING, LLC

340 Miramar Avenue, Suite 5
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3234

CONTRACTOR:

PROJECT ENGINEER:

SEAL / SIGNATURE / DATE

PERMIT SKETCHES

Issue # Issue Date

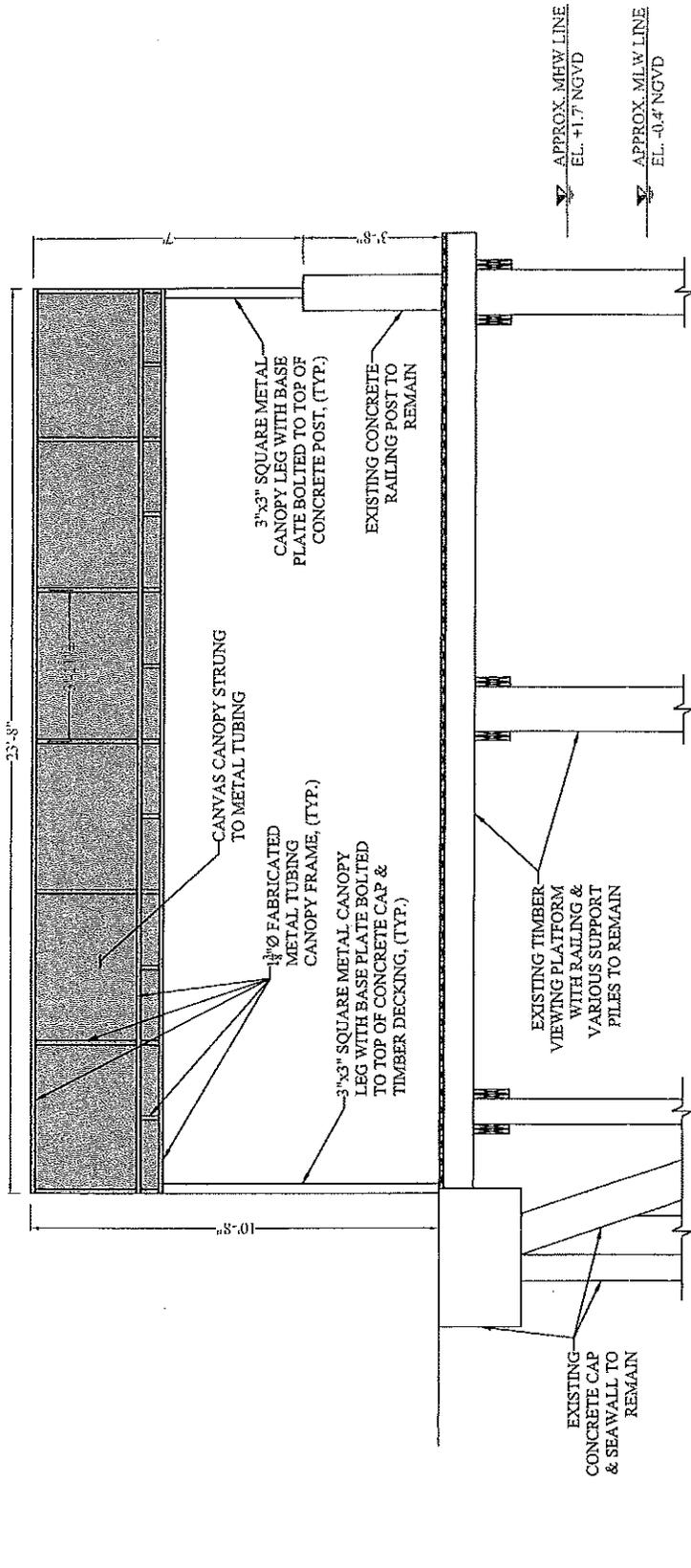
① February 20, 2013

PROJECT: 13-3560

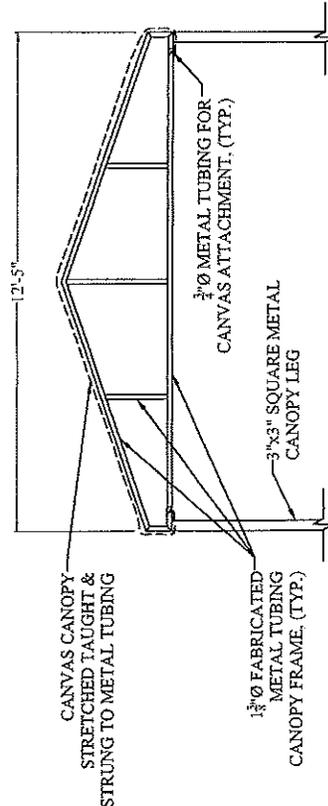
EXISTING ATF CANOPY
SECTIONS & DETAILS

SCALE: AS SHOWN

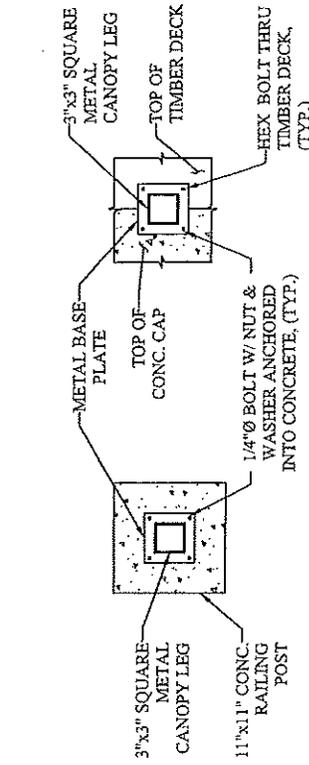
S-3



ATF CANOPY SECTION (TYP)
SCALE: 1/8" = 1'-0"



ATF CANOPY SECTION (TYP) A
SCALE: 1/8" = 1'-0"



BASE PLATE DETAIL (TYP) B
SCALE: 1/2" = 1'-0"

Attachment C
Zoning Memorandum

Memorandum



Date: June 17, 2013

To: Lisa Spadafina, Manager 
Coastal and Wetlands Resources Section
Department of Regulatory and Economic Resources

From: Lourdes Barrelli, Biologist II 
Coastal and Wetlands Resources Section
Department of Regulatory and Economic Resources

Subject: Class I Permit Application and Request for a Variance from Section 24-48.24 of the Code of Miami-Dade County by T.B.C. Condominium Association, Inc. for After-the-Fact Authorization of a Non-Water-Dependent Canopy over Tidal Waters at 1880 South Treasure Drive, North Bay Village, Miami-Dade County, Florida

Pursuant to Section 24-48.2(II)(B)(7), of the 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 D

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

2332090110120

TOTB MIAMI LLC
2221 OLYMPIC BLVD
WALNUT CREEK, CA 94595-1623

2332090140090

ROYAL FLAGG JONAS & W BARBARA JONAS
STANLEY JONAS
1560 S TREASURE DR
MIAMI BEACH, FL 33141-4127

2332090140100

SAUL STANLEY JONAS
DOLLIE JONAS
ROYAL FLAGG JONAS
2601 NE 18TH ST
POMPANO BEACH, FL 33062-3014

2332090140110

MONTMARTROISE USA LLC
1830 S TREASURE DR APT 10
MIAMI BEACH, FL 33141-4341

Attachment E

**Florida Department of Environmental Protection Sovereignty
Submerged Lands Lease**



CFN 2010R0512684
 DR Bk 27270 Pgs 3769 - 37781 (10pgs)
 RECORDED 07/30/2010 12:23:00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA



This Instrument Prepared By:
Taurean J. Lewis
 Recurring Revenue Section
 Bureau of Public Land Administration
 3900 Commonwealth Boulevard
 Mail Station No. 125
 Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
 OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE

BOT FILE NO. 130341296
 PA NO. 13-0258833-002

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to T.B.C. Condominium Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 09, Township 53 South, Range 42 East, in Biscayne Bay, Miami-Dade County, containing 1,716 square feet, more or less, as is more particularly described and shown on Attachment A, dated November 2007.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from January 16, 2010, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a marginal fishing platform exclusively to be used for fishing and passive recreation in conjunction with an upland condominium, without fueling facilities, without a sewage pumpout facility, and without liveboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Environmental Resource Permit Exemption No. 13-0258833-002, dated February 23, 2007, incorporated herein and made a part of this lease by reference.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$459.97 and 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

[05]

Per Customer

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection, Environmental Resource Permit Exemption. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 11267, Page 2360, and amended in Official Records Book 27254, Page 122, all of Public Records of Miami-Dade County, Florida without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 11267, Page 2360, and amended in Official Records Book 27254, Page 122, all of Public Records of Miami-Dade County, Florida, together with the riparian rights appurtenant thereto, and if such responsibility is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

T.B.C. CONDOMINIUM ASSOCIATION, INC.
1880 S. Treasure Drive 3G
North Bay Village, Florida 33141

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 11267, Page 2360, and amended in Official Records Book 27254, Page 122, all of Public Records of Miami-Dade County, Florida, which shall run with the title to said common elements and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 21 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 11267, Page 2360, and further amended in Official Records Book 27254, Page 122, all of Public Records of Miami-Dade County, Florida. This lien on the common elements shall be enforceable in summary proceedings as provided by law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

28. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

29. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

30. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

31. SPECIAL LEASE CONDITION: The docking of any vessels, on either a temporary or permanent basis, is prohibited and the pier shall be used for passive recreational activities only, such as fishing. To ensure compliance, the Lessee shall place and maintain, during the term of this lease and all subsequent renewal periods: (1) a guard and intermediate rail(s) consistent with state or local building code(s) or a 4-foot high railing and 2-foot high intermediate railing around the entire perimeter of this structure; and (2) signs advising boaters that mooring either on a temporary or permanent basis is prohibited.

WITNESSES:

Theresa M. Brady
Original Signature

Theresa M. Brady
Print/Type Name of Witness

Jelley C Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

BY: Jeffery M. Gentry
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19th day of July, 2010, by Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

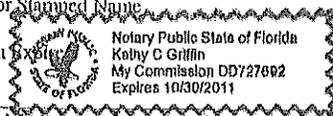
APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Jelley C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires



Commission/Serial No.

WITNESSES:

Elsa Van Caester
Original Signature

ELSA VAN CAESTER
Typed/Printed Name of Witness

Gilda Camera
Original Signature

GILDA CAMERA
Typed/Printed Name of Witness

T.B.C. Condominium Association, Inc.,
a Florida nonprofit corporation

BY: Ruth Santamaria
Original Signature of Executing Authority

Ruth Santamaria
Typed/Printed Name of Executing Authority

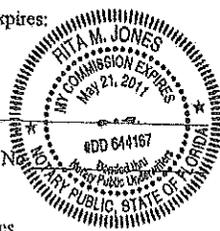
President
Title of Executing Authority

"LESSEE"

STATE OF Florida
COUNTY OF Wade

The foregoing instrument was acknowledged before me this 8th day of July, 2010, by Ruth Santamaria as President of T.B.C. Condominium Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. She is personally known to me or who has produced, as identification.

My Commission Expires:

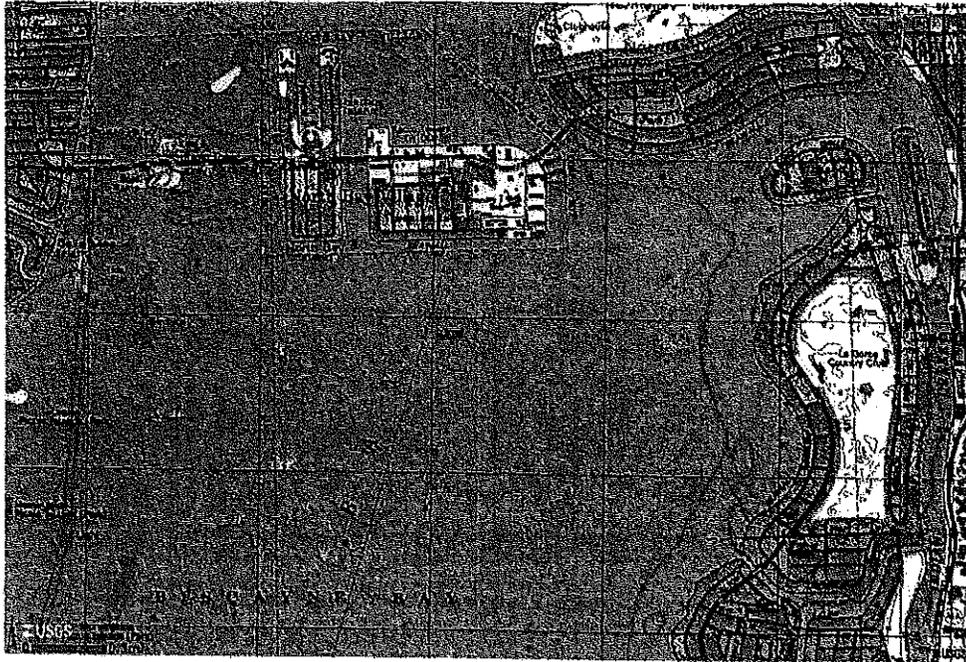


Commission/Serial No.

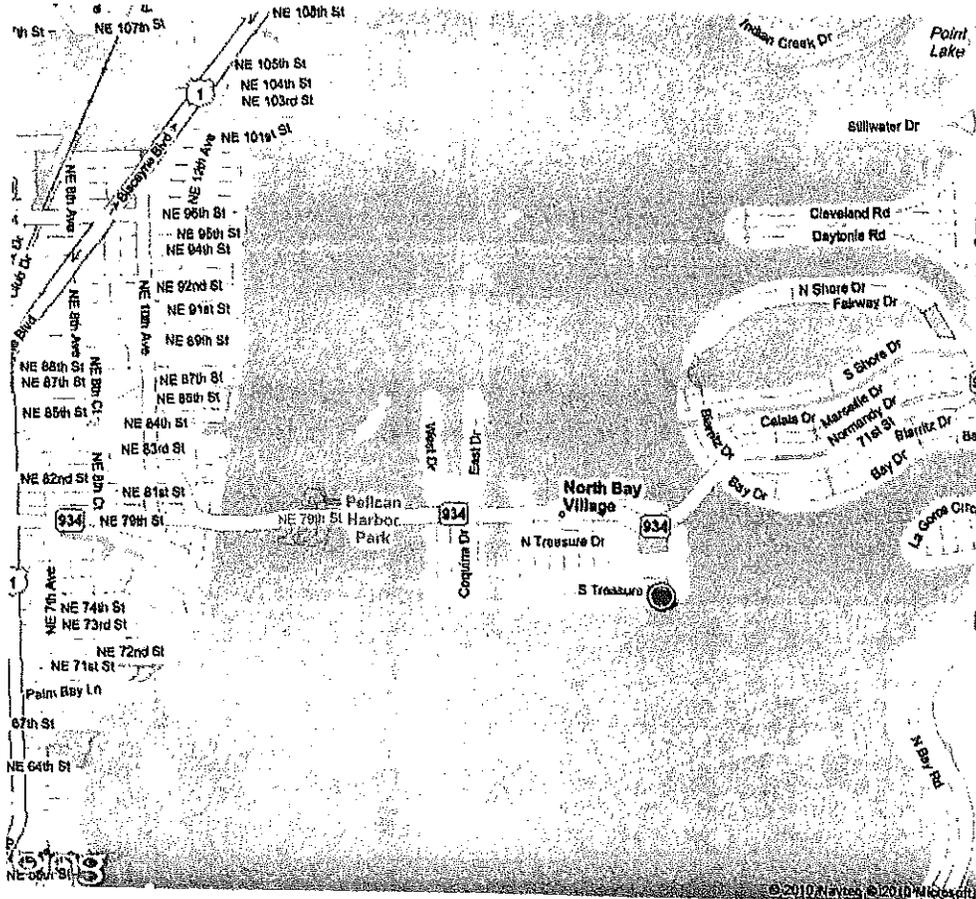
Signature of Notary Public

Notary Public, State of FLORIDA

RITA M. JONES
Printed, Typed or Stamped Name



Show Location: 1880 S Treasura Dr, North Bay Village, FL 33141



COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
 DAVIE, FLORIDA 33314
 CERTIFICATE OF AUTHORIZATION : LB # 6448
 PHONE (954) 680-9885 FAX (954) 680-0213

PROJECT NUMBER : 6023-07

CLIENT:
 TBC CONDOMINIUM

**A PORTION OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST
 MIAMI/DADE COUNTY, FLORIDA**

LAND DESCRIPTION :

A PORTION OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 16, "PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 6 OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA;

THENCE NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF SAID LOT 16 AND 15, A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 66.00 FEET;

THENCE SOUTH 01°18'36" EAST, A DISTANCE OF 26.00 FEET;

THENCE SOUTH 88°41'24" WEST, A DISTANCE OF 66.00 FEET;

THENCE NORTH 01°18'36" WEST, A DISTANCE OF 26.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI/DADE COUNTY, FLORIDA; CONTAINING 1,716 SQUARE FEET (0.03939 ACRES), MORE OR LESS.

NOTE : THIS IS NOT A FIELD SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD

LAND DESCRIPTION
 AND SKETCH
 FOR LEASE
 AREA ON SOVEREIGNTY
 SUBMERGED LANDS

PROPERTY ADDRESS :
 1880 SOUTH TREASURE DRIVE

SCALE : N/A

SHEET 2 OF 4

COUSINS SURVEYORS & ASSOCIATES, INC.

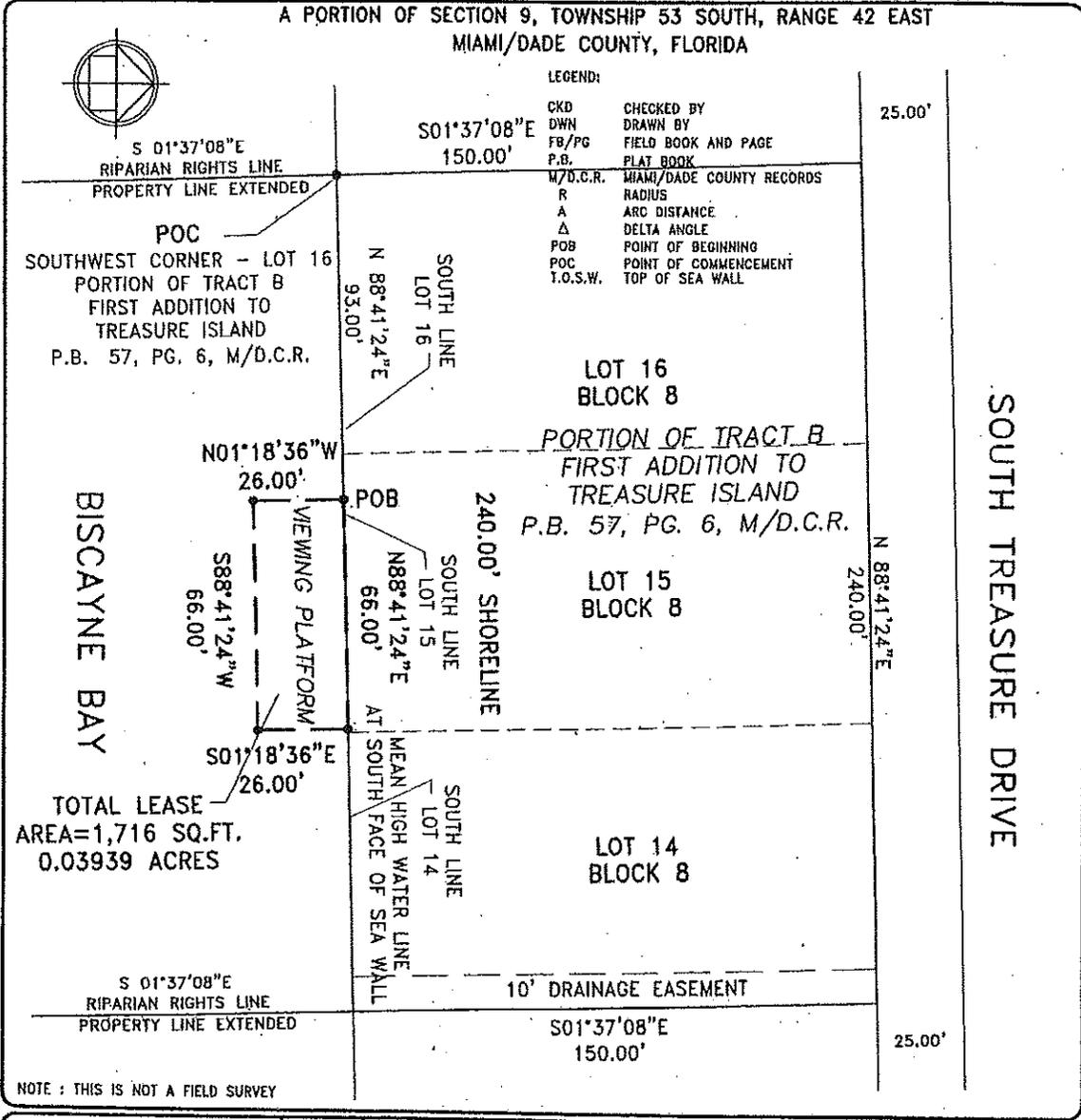


3921 SW 47TH AVENUE, SUITE 1011
 DAVIE, FLORIDA 33314
 CERTIFICATE OF AUTHORIZATION : LB # 6448
 PHONE (954) 680-9885 FAX (954) 680-0213

PROJECT NUMBER : 6023-07

CLIENT:
 TBC CONDOMINIUM

A PORTION OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST
 MIAMI/DADE COUNTY, FLORIDA



NOTE : THIS IS NOT A FIELD SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD

LAND DESCRIPTION AND SKETCH FOR LEASE AREA ON SOVEREIGNTY SUBMERGED LANDS

PROPERTY ADDRESS :
 1880 SOUTH TREASURE DRIVE

SCALE : 1" = 40'

SHEET 3 OF 4

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 680-9885 FAX (954) 680-0213

PROJECT NUMBER : 6023-07

CLIENT:

TBC CONDOMINIUM

**A PORTION OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST
MIAMI/DADE COUNTY, FLORIDA**

CERTIFIED TO:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
TBC CONDOMINIUM

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. THIS IS NOT A FIELD SURVEY.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF "PORTION OF TRACT B, FIRST ADDITION TO TREASURE ISLAND"; (P.B. 57, PG. 6, M/D.C.R.). SAID LINE BEARS N88°41'24"E.
6. THE STATE PLANE COORDINATES SHOWN HEREON WAS DERIVED FROM "CORPSCON V 6.0.1, U.S. ARMY CORPS OF ENGINEERS", CONVERSION PROGRAM. THE INPUT WAS THE LATITUDE AND LONGITUDE AS NOTED IN THE FIELD AND THE OUTPUT WAS STATE PLANE COORDINATES--FLORIDA EAST ZONE -- NAD 83.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN NOVEMBER, 2007. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 61G17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.



FOR THE FIRM, BY:

Richard E. Cousins

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

NOTE : THIS IS NOT A FIELD SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD

LAND DESCRIPTION
AND SKETCH
FOR LEASE
AREA ON SOVEREIGNTY
SUBMERGED LANDS

PROPERTY ADDRESS :
1800 SOUTH TREASURE DRIVE

SCALE : N/A

SHEET 4 OF 4

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 30 day of
July A.D. 2010
WITNESS my hand and the Seal of said
County and County Clerk
HARVEY RUVIN, CLERK
By *Harvey Ruvin* Clerk and County Clerk



Attachment F

**Department of Regulatory and Economic Resources
Project Report**

PROJECT REPORT
CLASS I PERMIT APPLICATION NO. 2009-CLI-PER-00014

Class I Permit Application and Request for a Variance from Section 24-48.24 of the Code of Miami-Dade County by T.B.C. Condominium Association, Inc. for the After-the-Fact Authorization of a Non-Water-Dependent Canopy over Tidal Waters at 1880 South Treasure Drive, North Bay Village, Miami Dade-County, Florida

DATE: June 7, 2013

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 (Code), Florida. The following is a summary of the proposed project with respect to each applicable evaluation factor:

1. **Potential Adverse Environmental Impact** – Authorization for the canopy is not reasonably expected to result in adverse environmental impacts. The project is located within critical habitat for Johnson's seagrass, a Federally Listed Threatened Species. However, seagrasses were not documented at the site.

The subject property is not located within an area designated as essential manatee habitat for *Trichechus manatus* (West Indian Manatee) by the Miami-Dade County Manatee Protection Plan (MPP), and no in-water work is proposed. Therefore, authorization for the canopy not reasonably expected to result in adverse impacts to manatees.

2. **Potential Cumulative Adverse Environmental Impact** – The project is not reasonably expected to result in cumulative adverse environmental impacts.
3. **Hydrology** - The project is not reasonably expected to adversely affect surface water drainage or retention of stormwater.
4. **Water Quality** – The project is not reasonably expected to adversely affect water quality.
5. **Wellfields** – Not applicable.
6. **Water Supply** – Not applicable.
7. **Aquifer Recharge** – Not applicable.
8. **Aesthetics** – The project is not reasonably expected to adversely affect aesthetics.
9. **Navigation** – The project is not reasonably expected to adversely affect navigation.
10. **Public Health** - The project is not reasonably expected to adversely affect public health.
11. **Historic Values** - The project is not reasonably expected to adversely affect historic values.
12. **Archaeological Values** - The project is not reasonably expected to adversely affect archaeological values.
13. **Air Quality** – The project is not reasonably expected to adversely affect air quality.
14. **Marine and Wildlife Habitats** –The project is not reasonably expected to adversely affect marine and wildlife habitats as set forth in Number 1 above.
15. **Wetland Soils Suitable for Habitat** – The project does not involve any work in wetland soils.
16. **Floral Values** – The project is not reasonably expected to adversely affect floral values for the reasons set forth in Number 1 above.
17. **Fauna Values** - The project is not reasonably expected to adversely affect fauna values for the reasons set forth in Number 1 above.
18. **Rare, Threatened and Endangered Species** – The project is not reasonably expected to result in any adverse environmental impacts to rare, threatened, or endangered species for the reasons set forth in Number 1 above.
19. **Natural Flood Damage Protection** - The project is not reasonably expected to adversely affect surface water drainage or retention of stormwater.
20. **Wetland Values** – The project does not involve dredging or filling of wetlands.

21. **Land Use Classification** – Pursuant to Section 24-48.2(II)(B)(7), of the Code of Miami-Dade County, Florida, a substantiating letter shall be submitted stating that the 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 a Class I permit.
22. **Recreation** - The project does not conflict with the recreation element of the Miami-Dade County Comprehensive Development Master Plan.
23. **Other Environmental Values Affecting the Public Interest** – The project is not reasonably expected to adversely affect other environmental values affecting the public interest. The canopy is over the existing viewing platform, which is located on sovereign submerged lands within an area that has been leased to the applicant by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.
24. **Conformance with Standard Construction Procedures and Practices and Design and Performance Standards** The project includes after-the-fact authorization for a non-water-dependent fixed canopy. Therefore, the project is not in full conformance with the Biscayne Bay Management Plan or with Section 24-48.24 of the Code. However, the applicant is requesting a variance to the water dependency requirement of the Code, and the canopy is not reasonably expected to create adverse environmental impacts for the reasons set forth in Number 1 above.
25. **Comprehensive Environmental Impact Statement (CEIS)** - In the opinion of the Director, the project is not reasonably expected to result in significant adverse environmental impacts or cumulative adverse environmental impacts. Therefore, a CEIS was not required by RER to evaluate the project.
26. **Conformance with All Applicable Federal, State and Local Laws and Regulations** - The project is not in full conformance with the Biscayne Bay Management Plan or with Section 24-48.24 of the Code. However, the applicant is requesting a variance to the water dependency requirement of the Code.
27. **Conformance with the Miami-Dade County Comprehensive Development Master Plan (CDMP)** - In the opinion of the Department, the project is not in full conformance with the CDMP. However, the applicant is requesting a variance from the Section of the Code relating to non-water dependent structures. The following is a summary of the project as it relates to the CDMP:

LAND USE ELEMENT I:

Objective 3/Policies 3A, 3B, 3C - Protection of natural resources and systems. – The 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 project.

Port of Miami River Subelement/Objective 3 - Minimization of impacts to estuarine water quality and marine resources. - The project area is not located 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 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 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 project is not reasonably expected to adversely affect water storage, aquifer recharge potential or natural surface water drainage.

Objective 5/Policies 5A, 5B, 5F - Flood protection and cut and fill criteria – The project will not compromise flood protection.

Objective 6/Policy 6A - Areas of highest suitability for mineral extraction. - The 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 project is not located in a rock quarry.

Objective 6/Policy 6D - Fill material on-site is suitable for the support of development. – The project does not involve filling for the purposes of development.

Objective 7/Policy 7A - No net loss of high quality, relatively unstressed wetlands. – The project will not result in a net loss of any such wetlands.

Objective 9/Policies 9A, 9B, 9C - Protection of habitat critical to Federal or State-designated threatened or endangered species. – The project is not reasonably expected to result in any adverse environmental impacts to rare, threatened, or endangered species for the reasons set forth in Number 1 above.

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 project will not affect natural surface flow into and through coastal wetlands.

Objective 1/ Policy 1C - Elevated boardwalk access through mangroves. – The project does not involve pedestrian access through mangroves.

Objective 1/Policy 1D - Protection and maintenance of mangrove forests and related natural vegetational communities. - The project does not involve work in mangrove forests, coastal hammock, or other natural vegetational communities.

Objective 1/Policy 1E - Mitigation for the degradation and destruction of coastal wetlands. Monitoring and maintenance of mitigation areas. - The project does not involve the degradation and destruction of coastal wetlands and therefore does not involve monitoring of mitigation for impacts to coastal wetlands.

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 project does not involve beach restoration or renourishment.

Objective 3/Policies 3E, 3F - Location of new cut and spoil areas for proper stabilization and minimization of damages. - The 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 project is not reasonably expected to affect endangered or threatened animal species as set forth in Number 1 above.

Objective 5/Policy 5B - Existing and new areas for water-dependent uses. - The project does not include a new development.

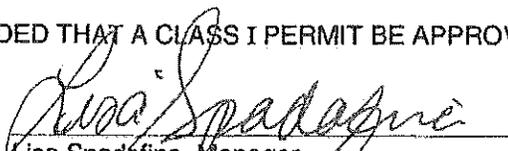
Objective 5/Policy 5D - Consistency with Chapter 33D, Miami-Dade County Code (shoreline access, environmental compatibility of shoreline development) - The Shoreline Development Review Committee has evaluated the project and determined that the thresholds for review under the Shoreline Ordinance do not apply and the project is not subject to shoreline development review.

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

28. **Conformance with Chapter 33B, Code of Miami-Dade County** (East Everglades Zoning Overlay Ordinance) – The project is not located within the East Everglades Area.
 29. **Conformance with Miami-Dade County Ordinance 81-19** (Biscayne Bay Management Plan Sections 33D-1 through 33D-4 of the Code of Miami-Dade County) - The project includes a non-water dependent fixed canopy that is not in full conformance with the Biscayne Bay Management Plan. However, the applicant is requesting a variance to the water dependency requirement of the Code. In addition, the canopy is located on an existing permitted viewing platform and is not reasonably expected to result in adverse environmental impacts for the reasons set forth in Number 1 above.
 30. **Conformance with the Miami-Dade County Manatee Protection Plan** - The project is not located within an area identified by the MPP as essential manatee habitat for the West Indian Manatee. In addition, no in-water work is proposed. Therefore, authorization of the canopy is not reasonably expected to adversely impact manatees.
 31. **Consistency with Miami-Dade County Criteria for Lake Excavation** – The project does not involve lake excavation.
 32. **Municipality Recommendation** – Pursuant to Section 24-48.2(II)(B)(7), Code of Miami-Dade County, Florida, a substantiating letter shall be submitted stating that the 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 project, pursuant to Section 24-48.2(II)(B)(10)(b) of the Code of Miami-Dade County.
 34. **Maximum Protection of a Wetland's Hydrological and Biological Functions** – The project is not expected to impact wetland hydrological or biological functions.
 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** – Not applicable.
- 24-48.3 (2) Dredging and Filling for Class I Permit** – The project does not involve dredging or filling activities.
- 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** - The project does not involve the creation of any boat slips.
- 24-48.3 (4) Clean Fill in Wetlands** – The project does not involve placing clean fill in wetlands.
- The project was also evaluated based upon the applicable factors set forth in Section 24-48.25 of the Code.
36. **Visual or physical access by the general public to Biscayne Bay and its adjacent tidal waters** – The non-water dependent fixed canopy is located on a permitted viewing platform and is not reasonably expected to impact visual or physical access to the adjacent waters. The applicant has stated that the canopy provides shade and protection from the elements for the unit owners of the associated upland development.
 37. **Historical significance** – The project is not historically significant.
 38. **Need for covered vessel repair facilities** - Not applicable.
 39. **Environmental impact or cumulative environmental impact** – The authorization of the canopy is not reasonably expected to result in adverse environmental impacts as set forth in Number 1 above.
 40. **Navigation** – The project does not include any in-water work. Therefore, the project is not reasonably expected to adversely affect navigation.
 41. **Public safety** – The location of the canopy is not accessible by the public.

42. **Aesthetics**- The project is aesthetically compatible with the surrounding area and does not include any construction or in-water work. Therefore, the project is not reasonably expected to adversely affect aesthetics.
43. **Biscayne Bay Management Plan** – The project includes a non-water dependent fixed canopy that is not in full conformance with the Biscayne Bay Management Plan. However, the applicant is requesting a variance to the water dependency requirement of the Code. In addition, the canopy is located on a permitted viewing platform and is not reasonably expected to result in adverse environmental impacts.
44. **Biscayne Bay Aquatic Preserve Act** - The project is not in full conformance with the Biscayne Bay Aquatic Preserve Act. However, the applicant is requesting a variance as set forth in Number 43 above.
45. **Rules of the Biscayne Bay Aquatic Preserve** - The project is not in full conformance with the rules of the Biscayne Bay Aquatic Preserve. However, the applicant is requesting a variance as set forth in Number 43 above.

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



Lisa Spadafina, Manager
Coastal and Wetlands Resources Section



Lourdes Barrelli, Biologist II
Coastal and Wetlands Resources Section