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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 5(H)

Date: May 7, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Class I Permit Application and Request for a Variance from Section 24-48.24 of the Code of Miami-Dade County by Ferrado Lido, LLC for After-the-Fact Authorization for the Use of a Deck as a Non-Water Dependent Dining Area over Biscayne Bay in Association with an Upland Restaurant

Resolution No. R-331-13

Attached, please find for your consideration an application by Ferrado Lido, LLC for a Class I permit and a variance from Section 24-48.24 of the Code. Also attached is the recommendation of the Director of the Department of Regulatory and Economic Resources and a proposed resolution approving the issuance of the Class I permit and approving a variance.

Jack Osterholt, Deputy Mayor

Memorandum

MIAMI-DADE COUNTY

Date: April 5, 2013

To: Carlos A. 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 Ferrado Lido, LLC for After-the-Fact Authorization for the Use of a Deck as a Non-Water Dependent Dining Area over Biscayne Bay in Association with an Upland Restaurant

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Recommendation

I have reviewed the attached application for a Class I permit by Ferrado Lido, LLC. Based upon the applicable evaluation factors set forth in Section 24-48.3 of the Code of Miami-Dade County (Code), 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 in Biscayne Bay at 40 Island Drive, Belle Isle, Miami Beach, 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 the use of an existing wooden deck as a non-water-dependent dining area over Biscayne Bay in association with an upland restaurant at The Standard Spa, 40 Island Drive, Belle Isle, Miami Beach. The project is required to be reviewed and approved by the Board at a public hearing because the non-water-dependent use of the deck is prohibited by Section 24-48.24 of the Code. Therefore, a standard form application including a public hearing is required.

The site consists of a hotel and restaurant with a docking facility located on Biscayne Bay. The docking facility is comprised of two marginal docks and two finger piers built prior to 1970. Class I Permit No. CC98-459 was issued on May 13, 1999 and authorized the replacement of the docking facility. At the time, DERM staff determined that the reconstruction of the docking facility would not adversely affect marine resources. A portion of the facility is now being utilized as a dining area associated with the restaurant, which is considered a non-water-dependent use and is prohibited 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 for such variance requests, including but not limited to: visual or physical access by the general public to Biscayne Bay and its adjacent tidal waters, historical significance, and environmental impact.

RER-DERM has evaluated the scope of work and determined that the change in use shall not result in any adverse potential environmental impacts. In addition, the restaurant allows for access to Biscayne Bay by the general public.

The subject property is not located within an area designated as essential manatee habitat for the *Trichechus manatus* (West Indian Manatee) by the Miami-Dade County Manatee Protection Plan. In addition, the change in use of the facility does not require in-water construction. Therefore, the project is not reasonably expected to adversely impact the West Indian Manatee.

The existing wooden deck was built above submerged lands that are owned by the State of Florida. The applicant has obtained a Sovereign Submerged Land Lease with the State of Florida that authorizes the use of the deck as a dining area. The lease (Attachment E) expired on March 6, 2013. A renewed or new lease will be required before the issuance of the County's Class I permit.

For the reasons stated above, RER-DERM recommends that the requested variance be granted.

The 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 RER-DERM Project Report which sets forth the reasons the project is recommended for approval by the Department of Regulatory and Economic Resources pursuant to the applicable evaluation factors set forth in Sections 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: May 7, 2013

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

SUBJECT: Agenda Item No. 5(H)

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(H)
5-7-13

RESOLUTION NO. R-331-13

RESOLUTION APPROVING AN APPLICATION BY FERRADO LIDO, LLC FOR A CLASS I PERMIT AND A VARIANCE FROM SECTION 24-48.24 OF THE CODE FOR AFTER-THE-FACT AUTHORIZATION FOR THE USE OF A NON-WATER-DEPENDENT FIXED STRUCTURE OVER TIDAL WATERS AS A DINING AREA ASSOCIATED WITH AN UPLAND RESTAURANT AT 40 ISLAND DRIVE, IN THE CITY OF 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 Ferrado Lido, LLC for a Class I permit and a variance from Section 24-48.24 of the Code for after-the-fact authorization for the use of a non-water-dependent wooden deck over tidal waters as a dining area associated with an upland restaurant at 40 Island Drive in the City of Miami Beach, Miami-Dade County, Florida, subject to the conditions set forth in the memorandum from the Director of 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 **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of May, 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: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas H. Robertson

Attachment A

Class I Permit Application

MIAMI-DADE COUNTY

Class I Permit Application

FOR DEPARTMENTAL USE ONLY

Date Received: RECEIVED APR 03 2013 DERM Coastal Resources Section Natural Resources Regulation & Restoration Division (NRRRD)	Application Number: CLI-2012-0248 Application Fee: $1,220.00

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

1. Applicant Information:

Name: Ferrado Lido, LLC

Address: 20411 SW Birch Street, Suite 360

Newport Beach, California Zip Code: 92660

Phone #: (305) 673-1717 Fax#:

Email: isegal@standardhotel.com

* This should be the applicant's information for contact purposes.

2. Applicant's Authorized Permit Agent:

Agent is allowed to process the application, furnish supplemental information relating to the application and bind the applicant to all requirements of the application.

Name: David J. Coviello, Esq.

Address: Shutts & Bowen LLP

201 S. Biscayne Blvd., Suite 1500 Zip Code: 33131

Phone #: 305-415-9437 Fax # 305-415-9837

Email: Dcoviello@shutts.com

3. Location where proposed activity exists or will occur (latitude and longitude are only necessary for properties without address or folio #):

Folio #(s): 02-3233-004-0090 Latitude: 25° 47' 34" Longitude: -80° 8' 57"

Street Address: 40 Island Avenue Section: 33 Township: 53N Range: 42E

In City or Town: Miami Beach Near City or Town:

Name of waterway at location of the activity: Biscayne Bay

4. Describe the proposed activity (check all that apply):

- ☐ Seawall
  - ☐ New/Replacement Seawall
  - ☐ Seawall Cap
  - ☐ Batter Piles
  - ☐ King Piles
  - ☐ Footer/Toe Wall
  - ☐ Riprap
- ☐ Dock(s)
- ☐ Pier(s)
- ☐ Viewing Platform
- ☐ Boatlift
- ☐ Mooring Piles
- ☐ Fender Piles
- ☐ Davits
- ☐ Dredging
  - ☐ Maintenance
  - ☐ New
- ☐ Filling
- ☐ Mangrove Trimming
- ☐ Mangrove Removal

X Other:

Estimated project cost = $40,000.00

Are you seeking an after-the-fact approval (ATF)? ☒ Yes ☐ No If "Yes", describe the ATF work: After-the-Fact Authorization for the Use of a Deck as a Non-Water Dependent Dining Area over Biscayne Bay in Association with an Upland Restaurant.

5. Proposed Use (check all that apply):

- ☐ Single Family
- ☐ Multi-Family
- ☐ Private
- ☒ Public
- ☐ Commercial
- ☐ Industrial
- ☐ 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): N/A

Vessel Make/Model (If known):

Draft (s)(range in inches.): Length (s)(range in feet.):

Total Number of Slips:

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: To Be Determined License # (County/State): _____

Address: _____ Zip Code: _____

Phone #: _____ Fax #: _____ E-mail: _____

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

B. IF APPLICANT IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON
(Examples: Corporation, Partnership, Trust, LLC, LLP, etc.)

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

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 | Pepe Tena — Print Authorized Representative's Name | V.P. — Title | 3/11/13 — 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) | Type (Corp, LLC, LLP, etc.) | State of Registration/Incorporation

RECEIVED
APR 03 2013
DERM Coastal Resources Section
Natural Resources Regulation & Restoration Division (NRRRD)

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

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 40 Island Avenue, Miami Beach Miami-Dade County, Florida, otherwise identified in the public records of Miami-Dade County as Folio No. 02-3233-004-0090. 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

Signature of Owner	Print Owner's Name	Date
Signature of Owner	Print Owner's Name	Date

B. IF THE OWNER IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON
(Examples: Corporation, Partnership, Joint Venture, Trust, LLC, LLP, etc.)

Ferrado Lido, LLC	LLC	Delaware
Print Name of Owner (Enter the complete name as registered)	Type (Corp, LLC, LLP, etc.)	State of Registration/Incorporation

20411 SW Birch Street, Suite 360, Newport Beach, California 92660
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. ***

Signature of Authorized Representative	Print Authorized Representative's Name	Title	Date
	Pepe Tena	V.P.	3/11/13
Signature of Authorized Representative	Print Authorized Representative's Name	Title	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

RECEIVED
APR 03 2013
DERM Coastal Resources Section
Natural Resources Regulation & Restoration
Division (NRRRD)

Revised 11/16/09

Attachment B

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

PERMIT APPLICANT / AUTHORIZED AGENT STATEMENT

March 12, 2013

Miami Dade County Department of Regulatory and Economic Resources
Class I Permitting Program
701 NW 1st Court
Miami, FL 33136

Re: Class I Standard Form Permit Application Number CLI-2012-0248

By the attached Class I Standard Form permit application with supporting documents, I, David J. Coviello, Esq., Shutts and Bowen LLP, am the applicant's authorized agent and hereby request permission to perform the work associated with Class I Permit Application CLI-2012-0248. 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,

David J. Coviello, Esq., Partner
Shutts & Bowen LLP
Permit Applicant's Agent

COASTAL SYSTEMS INTERNATIONAL, INC.
464 South Dixie Highway · Coral Gables, Florida 33146
Tel: 305-661-3655 · Fax: 305-661-1914
www.coastalsystemsint.com

287201

ENGINEER LETTER OF CERTIFICATION

March 29, 2013

Miami-Dade County Department of Regulatory and Economic Resources
Class I Permitting Program
701 NW 1st Court
Miami, Florida 33136

RE: Class I Permit Application Number CLI-2012-0248

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 use of the deck does not violate any laws of the State of Florida or any provisions 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 deck, 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 deck.

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.

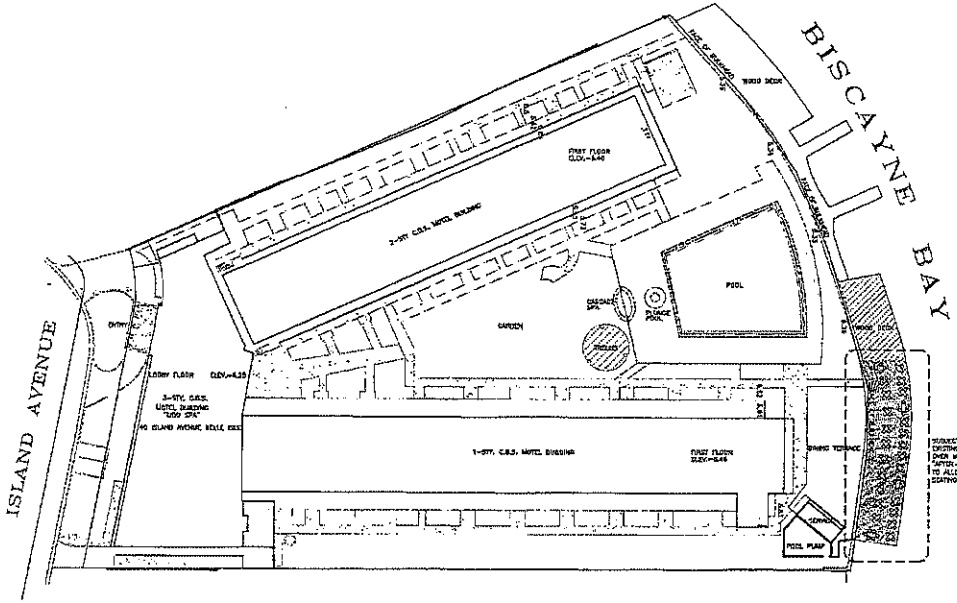
d. Adverse environmental impacts from changes in water quality or quantity. (Applicable to class IV permits only)

Further, I have been retained by the applicant to prepare a set of reproducible record prints of as-built drawings.

Sincerely,
Coastal Systems International, Inc.
FL EB # 7087

Timothy K. Blankenship, P.E.
FL #55910

File, CJB, TKB
F:\Project\287201\Correspondence\(13-03-29) LTR DERM Class I Permit Engineering Certification.doc



1 SITE PLAN
Scale: N.T.S.

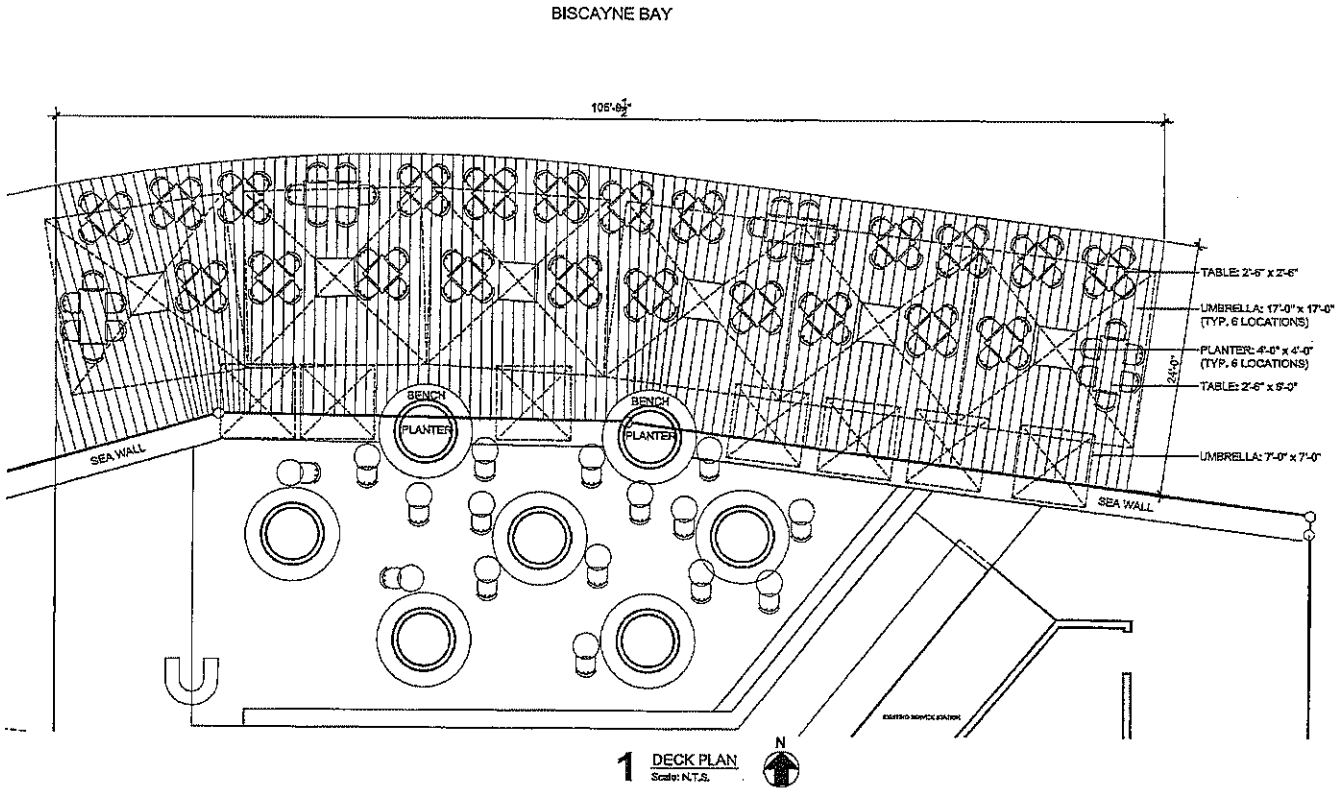
THE STANDARD

40 ISLAND AVE
MIAMI BEACH

SITE PLAN
CLASS I PERMIT

STA ARCHITECTURAL GROUP

A-1



1 DECK PLAN
Scale: N.T.S.

THE STANDARD

40 ISLAND AVE
MIAMI BEACH

DECK PLAN
CLASS I PERMIT

REVISIONS BY

STAMP

A-2

STA ARCHITECTURAL GROUP

Attachment C

Zoning Memorandum

Memorandum

MIAMI-DADE COUNTY

Date: April 10, 2013

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

From: Nicole Fresard, Biologist II
Coastal and Wetlands Resources Section NF
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 Ferrado Lido, LLC for the After-the-Fact Authorization for the Use of a Non-Water Dependent Deck as a Dining Area Over Tidal Waters in association with an Upland Restaurant at 40 Island Drive, in the City of Miami Beach, Miami-Dade County, Florida

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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

Foxman Tilton LLC
6 Princeton Ln
Linwood NJ 08221-1628

Joan S Baker & Lawrence S
2550 La Condesa Dr
Los Angeles CA 90049-1223

Maria Esperansa Ugarte
9 Century Ln
Miami Beach FL 33139-8804

Heriberto Sanchez
10 Century Ln
Miami Beach FL 33139-8803

Alexis Denis
11 Century Ln
Miami FL 33139-8804

John H Hampton & Monica
12 Century Ln
Miami Beach FL 33139-8803

Miguel A D Verastegui
7 Farrey Ln
Miami Beach FL 33139-8801

Steven M Rhodes
8 Farrey Ln
Miami Beach FL 33139-8801

Joanna T Ferrone
9 Farrey Ln
Miami Beach FL 33139-8801

B S Edelstein & A J Edelstein
201 E Dilido Dr
Miami Beach FL 33139-1229

Ivo Vassilev
11 Farrey Ln
Miami Beach FL 33139-8801

William G Fehr
12 Farrey Ln
Miami Beach FL 33139-8801

Daniel Bajaroff
Keren Bajaroff
1800 Sunset Harbour Dr # 1
Miami Beach FL 33139

Chabad Lubavitch Of Venetian Cswy
14 Farrey Ln
Miami Beach FL 33139-8801

Jefferson Terrace Apartments LLC
201 E Dilido Dr
Miami Beach FL 33139-1229

Ferrado Lido LLC
20411 Sw Birch St
Newport Beach CA 92660-1775

City Of Miami Beach
1700 Convention Center Dr
Miami Beach FL 33139-1819

Stortford NV
407 Lincoln Rd
Miami Beach FL 33139-3020

Anthony C Scannella
1345 Lincoln Rd # Ph6
Miami Beach FL 33139-2210

Milagros Salabarria
3 Island Ave Apt 4a
Miami Beach FL 33139-1366

Karen E Bennett
3 Island Ave 5a
Miami Beach FL 33139

Gustavo Souza Costa S Da Silveira
3 Island Ave #6a
Miami Beach FL 33139

Maria C Gonzalez
3 Island Ave Apt 7a
Miami Beach FL 33139-1367

Jennie Yip
3 Island Ave Apt 8a
Miami Beach FL 33139-1373

Andrew A Krezal
3 Island Ave Apt 9a
Miami Beach FL 33139-1370

Diane De Stefano
3 Island Ave Apt 10a
Miami Beach FL 33139-1368

Damian Guillermo Gauto
3 Island Ave Unit 11a
Miami FL 33139

Fred Stein
3 Island Ave Apt 12a
Miami Beach FL 33139-1369

Mike Sherison
3 Island Ave Apt 14a
Emma Sepideh Sherison
Miami Beach FL 33139-1372

Andrew Krezal
3 Island Ave #15 A
Miami Beach FL 33139

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Tania I & Andres E Castellanos
3 Island Ave Apt 3b
Miami Beach FL 33139-1332

Francesca Filanti
3 Island Ave #4b
Miami Beach FL 33139

John Hernandez
3 Island Ave Apt 5b
Miami Beach FL 33139-1333

Tadeusz Murzanski
3 Island Ave #6b
Miami Beach FL 33139

Blas Reyes & Nina Lopez
5565 Nw 74th Ave
Miami FL 33166-4200

Bonnie Young
3 Island Ave Apt 8b
Miami Beach FL 33139-1373

Howard C Kreps
3 Island Ave Apt 9b
Miami Beach FL 33139-1370

Max A Everett
3 Island Ave Apt 10b
Miami Beach FL 33139-1368

Timothy Lee Scott
3 Island Ave Apt 11b
Miami Beach FL 33139-1392

Heike Wiedenbeck
3 Island Ave Apt 12b
Miami Beach FL 33139-1369

Stephen Syta
3 Island Ave Apt 14b
Miami Beach FL 33139-1372

Eva Field
2038 N Damen Ave
Chicago IL 60647-4564

Lisette G Trepaud
3 Island Ave Apt 3c
Miami Beach FL 33139-1332

Della B Benoit
3 Island Ave Apt 4c
Miami Beach FL 33139-1366

Peter J & Vincenza Madonia
1316 Waring Ave
Bronx NY 10469-5702

Paulo S Parras
3 Island Ave Apt 6c
Miami Beach FL 33139-1300

David G Klinger & Estela T
3 Island Ave Apt 7c
Miami Beach FL 33139-1367

Lisette G Trepaud
3 Island Ave Apt 8c
Miami Beach FL 33139-1373

Carmen Rodriguez Cowley
3 Island Ave Apt 9c
Miami Beach FL 33139-1370

Ezequiel Paz
3 Island Ave Apt 10c
Miami Beach FL 33139-1368

Robert M Macala
3 Island Ave Apt 11c
Miami Beach FL 33139-1392

Jonne E Hicks
3 Island Ave Apt 12c
Miami Beach FL 33139-1369

Lewis J & Danielle Stockman
175 E 62nd St Apt 140
New York NY 10065-7626

James M Conlon & Eva Field
2038 N Damen Ave
Chicago IL 60647-4564

William M Ritzi Jtrs
3 Island Ave Apt 3d
Miami Beach FL 33139-1332

William M Ritzi
3 Island Ave Apt 4d
Miami Beach FL 33139-1366

Suzanne D Grossner
3 Island Ave Apt 5d
Miami Beach FL 33139-1333

Tim Ioannides
140 Sw Chamber Ct Ste 200
Port Saint Lucie FL 34986-3414

Helene Pellerin Pond
3 Island Ave Apt 7d
Miami Beach FL 33139-1367

Kenneth & Suzanne Lyon
3 Island Ave Apt 8d
Miami Beach FL 33139-1373

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Pauline & Michael Pellerin
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Miami Beach FL 33139-1370

Ana M Castillo
3 Island Ave Apt 10d
Miami Beach FL 33139-1335

Glenn Albin
3 Island Ave Apt 11d
Miami Beach FL 33139-1392

Albert & Elinor Mazur
3 Island Ave Apt 12d
Miami Beach FL 33139-1369

Tatiana Von Furstenberg Living Tr
3 Island Ave Apt 14d
Miami Beach FL 33139-1372

Polly Fiedler
3 Island Ave # Ph-D
Miami Beach FL 33139-1352

Stefano Palaoro & Sandy
3 Island Ave Apt 3e
Miami Beach FL 33139-1332

John Diprizito
3 Island Ave Apt 4e
Miami Beach FL 33139-1366

Diane Kramer
10201 Sw 69th Ave
Miami FL 33156-3226

Yves Boucher
3 Island Ave Apt 6e
Miami Beach FL 33139-1371

Sergio Celis
3 Island Ave Apt 7e
Miami Beach FL 33139-1367

Jack Mazur
3 Island Ave Apt 8e
Miami Beach FL 33139-1373

Marilyne Neuchat
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Miami Beach FL 33139-1370

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Chappaqua NY 10514-1308

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Blanche Milgraum Grauer Jtrs
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Genevieve Neglia Jtrs
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Miami Beach FL 33139

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Miami Beach FL 33139

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Ana M Castillo
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Miami Beach FL 33139-1336

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Miami Beach FL 33139-1337

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St Thomas VI 00802-6214

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Miami Beach FL 33139-1375

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Ana Maria Ruiz
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Miami Beach FL 33139-1375

Dan Ware
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Miami Beach FL 33139-1336

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David Kahn & Annette
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Karin Knife
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Clive E Fung
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Robert B Maddox
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Stephen Anderson
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Jeff Berardelli
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Betzaida Ferrer
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Miami Beach FL 33139-1322

Dominique Castano
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Marco Leoni
5 Island Ave Apt 4j
Miami Beach FL 33139-1322

Juan Gamboa & Alba
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Miami Beach FL 33139-1322

Fred Jassin
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Miami Beach FL 33139-1380

Janet L Orr
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Seymour Pollock
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William M Shea Jtrs
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Juan Gamboa & Alba
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Miami Beach FL 33139-1322

Brandon De Caro
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Miami Beach FL 33139-1324

Louis Branch Harding
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Chestnut Hill MA 02467-2322

Daniel Nobel
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Linda Nobel Jtrs
Miami Beach FL 33139-1324

Robert C Leitner
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Miami Beach FL 33139-1324

James Dion Couch
5 Island Ave Apt 7k
Miami Beach FL 33139-1324

Slawomir Ruszel
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Ignacio E Tapia Jtrs
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Beatriz Elena Mendoza
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Paul Kenner
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Miami Beach FL 33139-1340

Rebecca L Jacobson
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Great Falls VA 22066-2321

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Douglas E Brantley
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Parada Blumberg Agreement
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Elaine Solomon Jtrs
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Passant Zaki Cicarelli
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Jose Luis Llavata
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Valerie Sydney
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Allen J Cherer
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Germantown MD 20874-3621

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Ricardo J De Magalhaes Scalini
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Miami Beach FL 33139-8811

Jeff Young Invest Inc
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Miami Beach FL 33139-1025

Terrence L Ibbs
1 Century Ln Apt 407
Miami Beach FL 33139-8811

Victor J Labruzzo
1 Century Ln Apt 507
Miami Beach FL 33139-8815

Aph Corporation
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San Francisco CA 94115-2745

Barbara Roth
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Barbara Roth
Miami Beach FL 33139-8811

Peter Brown & Carol K
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Paul R Matte
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Miami Beach FL 33139

Victor J Labruzzo
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Michael S Pasano
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Pekka Maunuksela
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Nicola Kemmerer
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Miami Beach FL 33139-8811

Robin Vauvelle
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Whitney Belker Vauvelle
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Rafael & Carolina Liendo
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Sharon L Nanni
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Sherri L Pulcini Tr
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Dianne L Gilbert
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New York City NY 10017

Joann F Tommolini Carty
800 Brickell Ave Ste 701
Miami FL 33131-2967

Attachment E

Florida Department of Environmental Protection Sovereignty Submerged Lands Lease

CFN 20080716526
OR Bk 26549 Pgs 2203 - 2218; (16pgs)
RECORDED 09/03/2008 12:04:43
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By:
Mary K. Thurmond
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 RENEWAL AND
MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP AND CLARIFY USE

No. 13000050T
PA No. _____

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 Ferrado Lido LLC, a Delaware limited liability company, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

> A parcel of sovereignty submerged land in Section 33, Township 53 South, Range 42 East, in Biscayne Bay, Miami-Dade County, containing 15,338 square feet, more or less, as is more particularly described and shown on Attachment A, dated July 29, 1998.

TO HAVE THE USE OF the hereinabove described premises from May 6, 2008, the effective date of this modified Lease renewal, through May 6, 2013, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an existing 5-slip commercial docking facility and fishing deck exclusively to be used for the mooring of recreational vessels and historic dining area for approximately 120 seats with chaise lounge uses in conjunction with an upland motel, restaurant and dining activities, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveaboards as defined in paragraph 29, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this Lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of $ 2,232.51, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

[06]

16

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(28), 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 charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

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. The Lessee shall not 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 wetslips, from rental of wetslips 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 wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and 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 maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any 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, or fails or refuses to comply with the provisions and conditions herein set forth within 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 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:

Ferrado Lido LLC
Attn: Jose Tena
20441 SW Birch St., Suite 360
Newport Beach, Ca. 92660

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 riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, 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: 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 interest of the Lessee in the riparian upland property 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: Should a field survey acceptable to Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to Lessee by Lessor for overages, and no charge shall be imposed by Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

WITNESSES:

Theresa M. Brady
Original Signature

Theresa M. Brady
Print/Type Name of Witness

Kathy 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

(SEAL)

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 11TH day of August, 2008 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:

DHR Attorney

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

Notary Public State of Florida
Kathy C Griffin
My Commission DD727692
Expires 10/30/2011

My Commission Expires:

Commission/Serial No.

WITNESSES:

Katherine Monge
Original Signature

Katherine Monge
Typed/Printed Name of Witness

Andrea Barnett
Original Signature

Andrea Barnett
Typed/Printed Name of Witness

Ferrado Lido LLC,
a Delaware limited liability company (SEAL)

BY: Ferrado Inmuebles S.L.,
a Spanish limited company
its managing member

BY: X J. Tena
Original Signature of Executing Authority

~~Jose Tena~~ JOSEPH TENA
Typed/Printed Name of Executing Authority

Vice President
Title of Executing Authority

"LESSEE"

STATE OF California

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30TH day of JULY, 2008, by JOSEPH ~~Jose~~ Tena, Vice President of Ferrado Inmuebles S.L., a Spanish limited company, on behalf of the company which is the Managing Member of Ferrado Lido LLC, a Delaware limited liability company, on behalf of the company. He is ~~personally known to me~~ or has produced CA DRIVERS LICENSE as identification.

My Commission Expires:

SUN MI LEE
COMM. #1758188
Notary Public-California
ORANGE COUNTY
My Comm. Exp. July 21, 2011

July 21, 2011

Commission/Serial No. 1758188

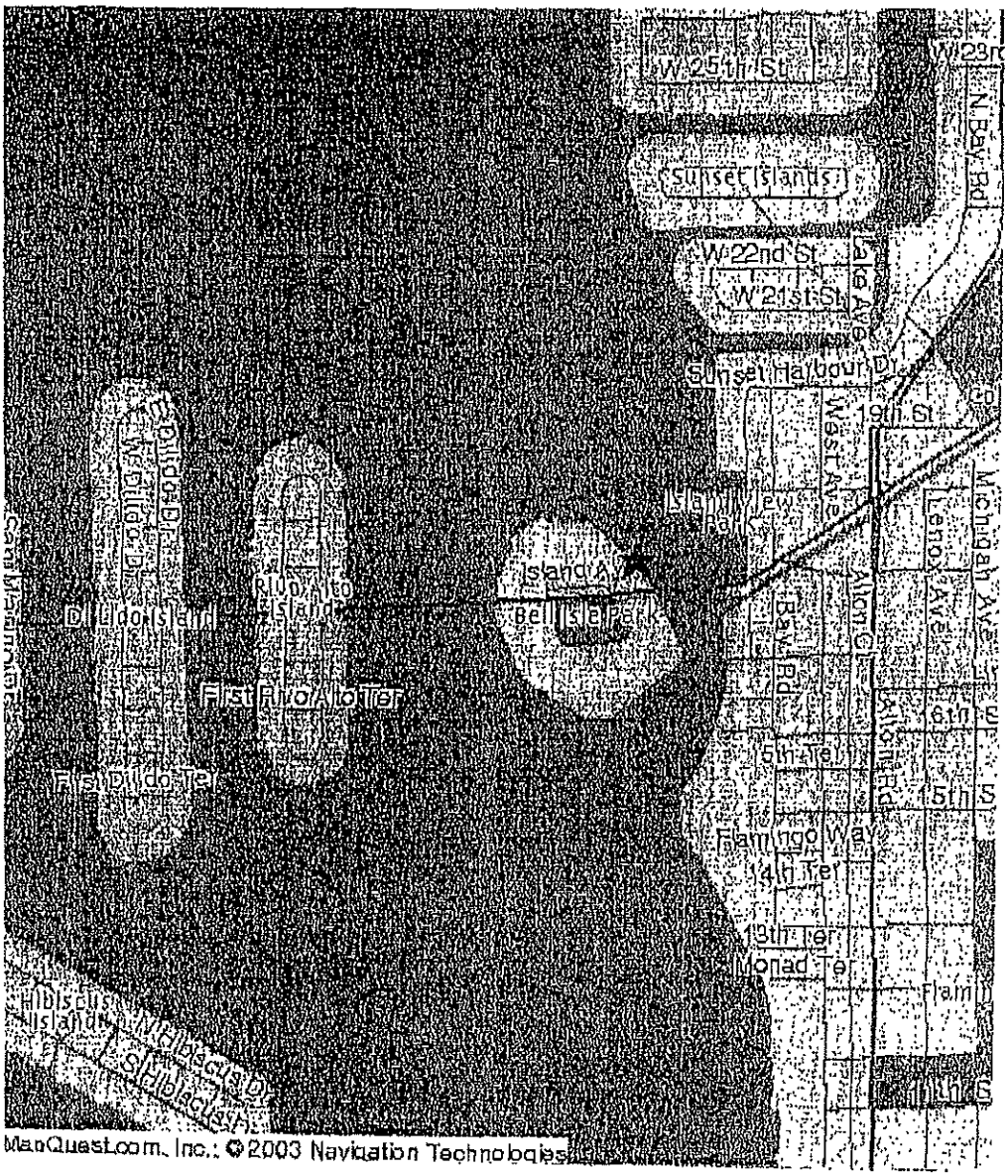
Signature of Notary Public

Notary Public, State of California

SUN MI LEE
Printed, Typed or Stamped Name

*SEE ATTACHMENT

40 Island Ave
Miami Beach FL
33139-1355 US



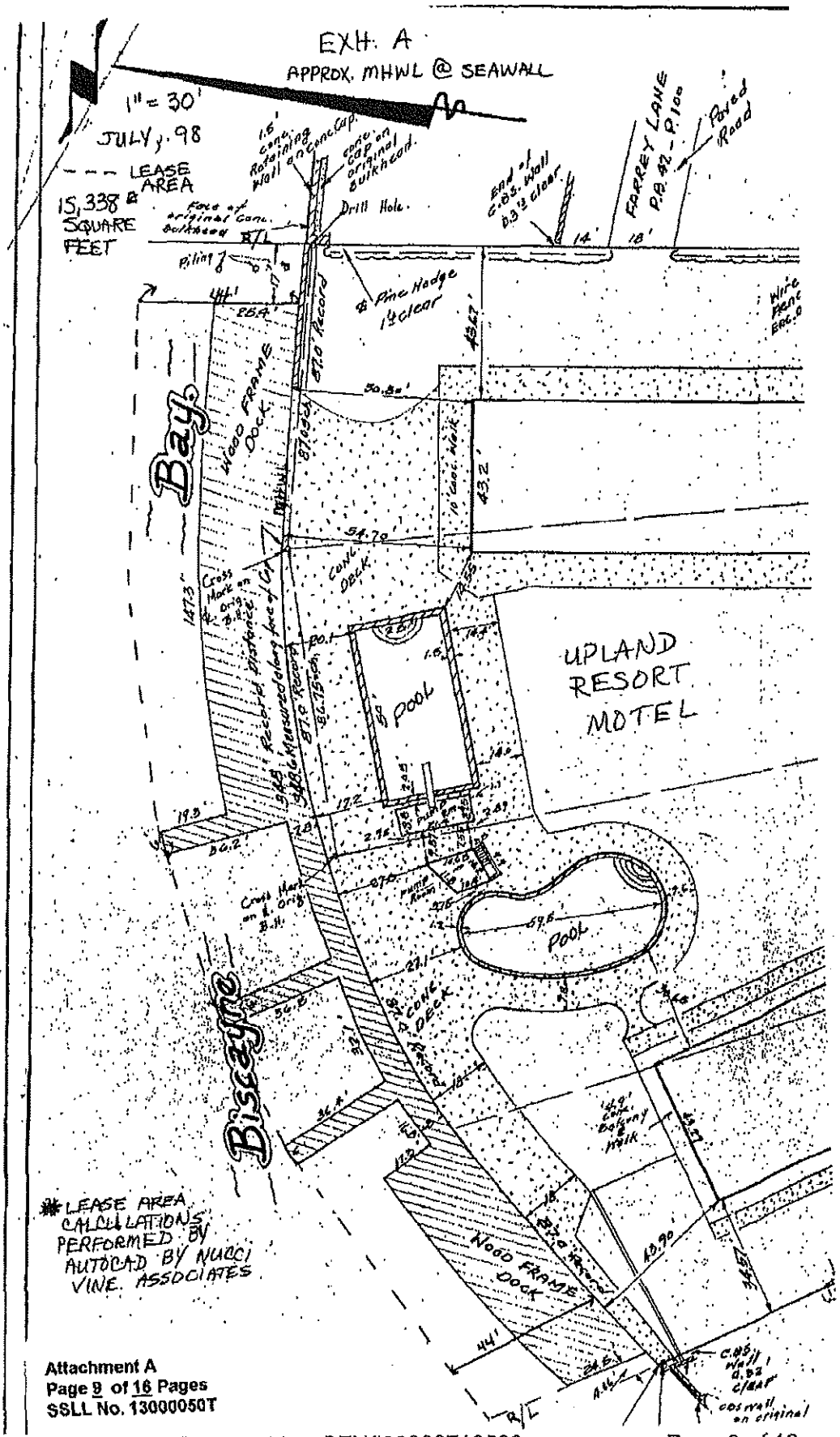
Attachment A
Page 7 of 16 Pages
SSLL No. 13000050T

LEASE AREA DESCRIPTION

A parcel of submerged land located in Section 33, Township 53 South, Range 42 East, Dade County, Biscayne Bay containing 15,338 square feet, as described on the attached sketch labeled as Exhibit A and dated July 1998, located immediately waterward of that upland property with the following legal description:

An undivided one-third (1/3) interest in and to Lots 39, 40, 41 and 42 of BELLE ISLE, according to the plat thereof, as recorded in Plat Book 5 at Page 11 of the Public Records of Dade County, Florida

Attachment A
Page 8 of 16 Pages
SSLL No. 13000050T



Attachment A
Page 9 of 16 Pages
SSLL No. 13000050T

CFN 20080324587
OR Bk 26335 Pgs 4228 - 4234; (7pgs)
RECORDED 04/21/2008 13:20:10
DEED DOC TAX 204,000.00
SURTAX 153,000.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:
and after recording return to:

Carlton Fields, P.A.
Corporate Center Three at International Plaza
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5780
Attention: Michael J. Virgadamo, Esq.

Grantee's Tax ID #: _____
Property Tax ID #: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and executed the 14 day of April, 2008 by and between AB Green Lido LLC, a Florida limited liability company, having a principal place of business at c/o AB Green, LLC, 295 Lafayette Street, 7th Floor, New York, NY 10012 ("Grantor") to Ferrado Lido LLC, a Delaware limited liability company, having an office at 20411 SW Birch Street, Newport Beach, CA 92660 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective successors and assigns.)

WITNESSETH: That Grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in the City of Miami, County of Dade and State of Florida, more particularly described on Exhibit A attached hereto and made a part hereof.

TOGETHER with all improvements, tenements, hereditaments, easements and appurtenances thereto belonging or in anyways appertaining.

SUBJECT TO taxes and assessments for 2008 and subsequent years, and easements, restrictions, covenants, reservations and conditions of record.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good and lawful authority to see and convey said land; and that Guarantor warrants the title to such land and improvements and will defend the same against the lawful claims or all persons claiming by, through or under Grantor, except as set forth in the schedule of Permitted Exceptions set forth on Exhibit B attached hereto.

Signatures on the next pages.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed the day and year first above written.

AB GREEN LIDO LLC,
a Florida limited liability company

By: AB Green, LLC,
a Delaware limited liability company,
its managing member

By: Greenfield Hotels, LLC,
a Delaware limited liability company,
its managing member

By: _____
Name: Barry P. Marcus
Title: Senior Vice President

By: Greenfield Hotels FL, LLC, Member

By: _____
Name: Barry P. Marcus
Title: Senior Vice President

By: HotelsAB Green, LLC, Member

By: _____
Name:
Title:

WITNESSES:

_____
Print/ type name: DONNA H. VELA

_____
Print/ type name: ALDA BRACCIA

_____
Print/ type name: DONNA H. VELA

_____
Print/ type name: ALDA BRACCIA

_____
Print/ type name:

_____
Print/ type name:

Address as to each signatory:
295 Lafayette Street, 7th Floor, New York, NY 10012

Attachment B
Page 12 of 16 Pages
SSLL No. 13000050T

STATE OF Connecticut
COUNTY OF Fairfield) ss.

On the 9th day of April in the year 2008 before me, the undersigned, a notary public in and for said state, personally appeared Barry P. [illegible] personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Notary Seal] My commission expires: _____

Jennifer Montanaro
Notary Public
Fairfield Cty. CT
My Commission Expires 5-31-08

Attachment B
Page 13 of 16 Pages
SSLL No. 13000050T

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed the day and year first above written.

AB GREEN LIDO LLC,
a Florida limited liability company

By: AB Green, LLC,
a Delaware limited liability company,
its managing member

WITNESSES:

By: Greenfield Hotels, LLC,
a Delaware limited liability company,
its managing member

_____
Print/ type name:

By:_____
Name: Barry P. Marcus
Title: Senior Vice President

_____
Print/ type name:

By: Greenfield Hotels PL, LLC, Member

By:_____
Name: Barry P. Marcus
Title: Senior Vice President

_____
Print/ type name:

By: HotelsAB Green, LLC, Member

By:_____
Name: André Bellets
Title: President

_____
Print/ type name: Sarah Carter

_____
Print/ type name: Becca Zohar

Address as to each signatory:
295 Lafayette Street, 7th Floor, New York, NY
10012

Attachment B
Page 14 of 16 Pages
SSLL No. 13000050T

STATE OF New York)
) ss: April 10, 2008
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 10 day of April - 2008 by Andre Balazs (name) as President (title) of HotelsAB Green, LLC, member of AB Green Lido LLC, on behalf of such limited liability company. He/She (check as applicable) ____ is personally known to me, or has produced ✓ his/her New York (state) driver's license, or ____ his/her _____ (type of identification) as identification.

Signature

Printed Name

NOTARIAL SEAL

NOTARY PUBLIC STATE OF NY

(Commission Expiration Date)

SUSHMA DEVI RAMBARAN
NOTARY PUBLIC, State of New York
No. [illegible]
Qualified in New York County
Commission Expires July 30, 2011

(Serial Number, if any)

Attachment B
Page 15 of 16 Pages
SSLL No. 13000050T

EXHIBIT A

LAND

LOTS 39, 40, 41 AND 42 OF BELLE ISLE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 11, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, (THE "LAND"), TOGETHER WITH THAT CERTAIN SOVEREIGNTY SUBMERGED LAND LEASE BY AND BETWEEN SELLER AND THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, RECORDED JULY 22, 2003, AT OFFICIAL RECORDS BOOK 21447, PAGE 3911, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Attachment F

Department of Regulatory and Economic Resources Project Report

PROJECT REPORT
CLASS I PERMIT APPLICATION NO. CLI-2012-0248

Class I Permit Application and Request for a Variance from Section 24-48.24 of the Code of Miami-Dade County by Ferrado Lido, LLC for the After-the-Fact Authorization for the Use of a Non-Water Dependent Deck as a Dining Area Over Tidal Waters in association with an Upland Restaurant at 40 Island Drive, in the City of Miami Beach, Miami-Dade County, Florida

DATE: February 21, 2013

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

1. **Potential Adverse Environmental Impact** – The after-the-fact authorization for the non-water-dependent use of the existing wooden deck is not reasonably expected to result in adverse environmental impacts. The existing wooden deck has existed at the property since prior to 1970 and is currently being used as a dining area with associated tables, chairs and umbrellas. Environmental impacts associated with the reconstruction of the docking facility were evaluated as part of Class I permit CC98-459. The change in the use of the facility is not reasonably expected to result in adverse environmental impacts. Therefore, mitigation for impacts is not required.

   The subject property is not located within an area designated as essential manatee habitat for the *Trichechus manatus* (West Indian Manatee) by the Miami-Dade County Manatee Protection Plan (MDCMPP). In addition, the change in use of the facility does not require in-water construction. Therefore, the project is not reasonably expected to adversely impact the West Indian Manatee.

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 does not include any construction or in-water work. Therefore, 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 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.

9. **Navigation** – The project does not include any construction or in-water work. Therefore, 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 does not include any construction or in-water work. Therefore, the project is not reasonably expected to adversely affect marine and wildlife habitats.

15. **Wetland Soils Suitable for Habitat** – The project does not involve any work in wetland soils.

16. **Floral Values** – Environmental impacts associated with the reconstruction of the docking facility were evaluated as part of Class I permit CC98-459. The change in use of the facility does not require in-water construction. Therefore, the project is not reasonably expected to adversely affect floral values.

17. **Fauna Values** – Environmental impacts associated with the reconstruction of the docking facility were evaluated as part of Class I permit CC98-459. The change in use of the facility does not require in-water construction. Therefore, the project is not reasonably expected to adversely affect fauna values.

18. **Rare, Threatened and Endangered Species** – The project is not reasonably expected to adversely impact rare, threatened, and endangered species. The project is located within *Halophila johnsonii* (Johnson's Seagrass) Critical Habitat. However, environmental impacts associated with the reconstruction of the docking facility were evaluated as part of Class I permit CC98-459.

    In addition, the project is not located within an area designated as essential manatee habitat for the West Indian Manatee by the MDCMPP. Therefore, the project is not reasonably expected to affect the West Indian Manatee.

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 any work in wetlands.

21. **Land Use Classification** – Pursuant to Section 24-48.2(II)(B)(7) of the Code of Miami-Dade County, a substantiating letter shall be submitted stating that the project does not violate any zoning laws. Said letter will be submitted after approval by the Board of County Commissioners and prior to the issuance of a Class I permit from the local zoning authority.

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 existing docking facility 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 (BTIITF). The lease authorizes the use of a portion of the facility as a dining area in association with a restaurant.

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

    a) Miami-Dade County Public Works Manual
    b) Chapter 33B of the Code of Miami-Dade County

25. **Comprehensive Environmental Impact Statement (CEIS)** – In the opinion of the Director, the project did not result in environmental impacts and is not reasonably expected to result in future cumulative adverse environmental impacts. Therefore, a CEIS was not required by the Department of Regulatory and Economic Resources to evaluate the project.

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

    a) Florida Department of Environmental Protection (submerged lands approval is required)
    b) United States Clean Water Act (Army Corps of Engineers permit is required)

27. **Conformance with the Miami-Dade County Comprehensive Development Master Plan (CDMP)** - In the opinion of the Director, the project is in conformance with the CDMP. 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 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, NW 12 Street and Okeechobee Road. - The project is not 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 does not compromise flood protection, involve filling for development purposes, and is not related to cut and fill activities.

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 - Suitable fill material 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, State-designated threatened or endangered species. – The project is not reasonably expected to adversely impact habitat critical for rare, threatened, and endangered species. The project is located within *Halophila johnsonii* (Johnson's Seagrass) Critical Habitat. However, environmental impacts associated with the reconstruction of the docking facility were evaluated as part of Class I permit CC98-459.

In addition, the project is not located within an area designated as essential manatee habitat for the West Indian Manatee by the MDCMPP. Therefore, the project is not reasonably expected to affect habitat critical to the West Indian Manatee.

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 is not reasonably expected to affect natural surface flow into and through coastal wetlands.

Objective 1/ Policy 1C - Elevated boardwalk access through mangroves. – The project does not involve 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/Policy 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 18 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 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 after-the-fact authorization of the non-water dependent use of the existing deck is not reasonably expected to create adverse environmental impacts.

30. **Conformance with the Miami-Dade County Manatee Protection Plan** - Environmental impacts associated with the reconstruction of the docking facility were evaluated as part of Class I permit CC98-459. The change in use of the facility does not require in-water construction. In addition, the subject property is not located within an area designated as essential manatee habitat for the West Indian Manatee by the MDCMPP. Therefore, the project is not reasonably expected to adversely impact the West Indian Manatee.

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.

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

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 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 restaurant allows access for the general public to Biscayne Bay and its adjacent tidal waters.

37. **Historical significance** – The docking facility has existed in its current location since at least 1970. Class I permit CC98-459 issued on May 13, 1999 authorized the reconstruction of the docking facility.

38. **Need for covered vessel repair facilities** - Not applicable.

39. **Environmental impact or cumulative environmental impact** – Environmental impacts associated with the reconstruction of the docking facility were evaluated as part of Class I permit CC98-459. The change in use of the facility does not require in-water construction. The project is not reasonably expected to result in environmental impacts or cumulative environmental impacts.

40. **Navigation** – The project does not include any construction or in-water work. Therefore, the project is not reasonably expected to adversely affect navigation.

41. **Public safety** – Not applicable.

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 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 after-the-fact authorization of the non-water dependent use of a fully permitted docking facility 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 M. Spadafina, Manager
Coastal and Wetlands Resources Section

Chayyn for
Nicole Fresard, Biologist II
Coastal and Wetlands Resources Section